

# Labor Relations in the Newspaper Industry



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By  
**Gérard Hébert**  
and  
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**John B. Kervin**  
**Donald Swartz and Eugene Swimmer**  
**Pierre-Paul Proulx**  
**James Thwaites**

**Volume 5**  
**Research Publications**



## Royal Commission on Newspapers

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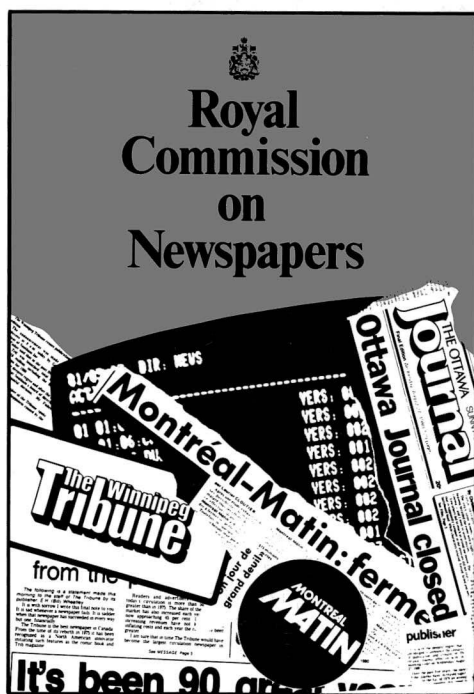
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Research studies on  
the newspaper industry

Volume 5

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in the  
Newspaper Industry**

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*Note:* The numbering of the volumes reflects the order in which their subject matter is taken up in the Commission's Report.

## Introduction

The preparation of this volume on labor relations in the Canadian daily newspaper industry was done in three phases. First, a team of researchers under Professor Gérard Hébert, of the Université de Montréal, then president of the Canadian Industrial Relations Association, did the basic research requested by the Royal Commission on Newspapers. This work consisted of case studies on labor relations in newspapers in six cities.

Vancouver	<i>Province</i> <i>Sun</i>
Winnipeg	<i>Free Press</i> <i>Tribune</i> (closed)
Toronto	<i>Globe and Mail</i> <i>Star</i> <i>Sun</i> <i>Telegram</i> (closed)
Ottawa	<i>Citizen</i> <i>Journal</i> (closed)
Montréal	<i>Gazette</i> <i>Star</i> (closed) <i>La Presse</i> <i>Montréal-Matin</i> (closed) <i>Le Journal de Montréal</i> <i>Le Devoir</i>
Québec	<i>Le Soleil</i> <i>Le Journal de Québec</i> <i>L'Action-A Propos</i> (closed) <i>L'Événement</i> (closed) <i>Chronicle Telegraph</i> (became weekly)

The case studies cover the decade of the 1970s. To bring out their underlying unity, an opening and a concluding chapter were written by Professor Hébert.

The purpose of this research study was to examine the relationship, if such a relationship could be found, between labor relations and the concentration of ownership in newspapers, the closing of newspapers, and freedom of the press. The preliminary research done by Professor Hébert and his colleagues was made available to the Commission in May, 1981. After the Commission submitted its

report, on July 1, 1981, the team of researchers reviewed its work, updated it, and co-ordinated the studies. Finally, the research team worked with the editing staff of the Commission to condense the studies to the size presented in this volume. The original material, in full, is available in the Public Archives.

As in each of these research studies, the authors were encouraged to express their own opinions freely. These opinions do not, of course, necessarily reflect those of the Commission.

Gérard Hébert is professor of economics at the Ecole de relations industrielles at Université de Montréal. He is the author of many articles on labor relations. He was a member of the Bryden Committee on the revision of the Public Service Staff Relations Act for the federal civil service in 1971.

C.R.P. Fraser is a consultant and trainer in industrial relations and human resources and adjunct associate professor of the MBA program in the Faculty of Commerce and Business Administration at the University of British Columbia. He was assistant professor in that faculty from 1976 to 1978. He is a frequent contributor to various journals on labor relations. Professor Fraser's research associate and part author of the Vancouver study was Sharon Angel, at the time a graduate student in the Faculty of Commerce at UBC.

Allan Patterson is associate professor in the Faculty of Administrative Studies at the University of Manitoba. His prior research has been in the field of human resource management; his current research involves the effects of large plant closings (including the closing of the *Winnipeg Tribune*).

John Kervin is acting director of the Centre for Industrial Relations, associate professor of industrial relations at the University of Toronto, and a Woodrow Wilson and Canada Council fellow. Among his many research projects is a study for Labor Canada on the incidence and duration of strikes.

Donald Swartz (co-author with Eugene Swimmer of the Ottawa study) is assistant professor at the School of Public Administration, Carleton University, specializing in organizational behavior. He received the Carleton University Merit Award in 1979 and is an editorial board member of the Canadian Political Science Association. He is associate editor (labor) of *Canadian Dimension*.

Eugene Swimmer is associate professor at the School of Public Administration, Carleton University, specializing in labor economics. Before that (1971 to 1974), he was assistant professor at the Faculty of Business Administration, University of Alberta. He has written extensively on industrial relations.

James Thwaites was the founder and director of *Bulletin RCHTQ* (Regroupement de chercheurs en histoire des travailleurs Québécois), an interdisciplinary journal on labor studies, and was co-founder and co-director of *Labor/Le travailleur*, an historical journal on labor. A former visiting professor, he is now associate professor in industrial relations at Université Laval. He is secretary of *Industrial Relations/Relations industrielles*, the official publication of the Canadian Industrial Relations Association.

Pierre-Paul Proulx is a director of the Ecole de relations industrielles at Université de Montréal. He has been a teacher of labor economics and human resources since 1964, first with McGill University and then Université de Montréal. He was visiting fellow at the Delhi School of Economics in India. He has been



associate editor of *Canadian Public Policy* and a member of the board of directors of the magazine *L'Economiste*.

The editor of this volume was Ellen Gallagher. Dick MacDonald was co-ordinating editor of research publications, which were under the general supervision of Tim Creery, director of research for the Commission.

# 1

## Overview

by Gérard Hébert

The object of this study was to ascertain whether there may be a correlation among concentration of ownership, newspaper closings, and labor-management relations in the Canadian daily newspaper industry. Although papers have been shut down despite apparently good employer-employee relations, the closing of a number of major dailies after intense labor conflicts suggests such a link.

*Montréal-Matin*, for example, had been the object of a strike or lockout from October 7, 1977, until May 4, 1978; the paper was closed eight months later. The work stoppage at the *Montréal Star* also lasted almost eight months, from June 14, 1978, to February 6, 1979. The paper never recovered. It was closed less than eight months later. In the case of the *Ottawa Journal*, the linkage is not as obvious. The lockout at the *Journal* began on October 25, 1976. It lasted for 11 months for most of the unions; for the International Typographical Union (ITU), it continued for more than three years. The paper never ceased publication during the period but was shut down in August, 1980, by its new owner.

The coincidences are sufficient to raise the question of whether there is a relationship between how labor and management interact and the death or survival of Canadian dailies. However, if such a relationship exists, it operates in conjunction with a number of variables: for example, cost increases, or losses in advertising or circulation. These variables are directly influenced by many factors, such as the provisions contained in collective agreements, the level of productivity, and the impact of work stoppages. Such factors may have contributed to the closing of some dailies, thus increasing the concentration of ownership in the industry.

The relationship may also work in the opposite direction. Greater concentration can affect labor relations which may, in turn, exert a secondary impact on the concentration itself. It is necessary, in order to obtain a better understanding of the process as a whole, to break it down into its component parts.

That is what this chapter attempts to do: provide an overview of labor relations in the newspaper industry in Canada. Subsequent chapters examine particular case histories, covering 21 newspapers.

A simple model, based on standard techniques of industrial relations analysis,<sup>1</sup> is used to help make a complex structure comprehensible and to make comparisons between cities and papers easier. The model is summarized in Table 1. Its key components are the context, the actors (labor and management), the process, and its results.

**Table 1**

*Basic elements of a model for the study of labor relations in the survival or closing of certain Canadian dailies*

Variables	Type and measurement		
1. Context			
Legal provisions	Centralizing	Neutral	Decentralizing
Product market (circulation and advertising)	Expanding	Mature	Decreasing
Technological situation	Advanced	Average	Delayed
2. Management			
Ownership	Chain		Independent
Management style (general)	Strong	Average	Weak
Management style (labor relations)	Co-operative	Mixed	“Armed truce”
Management solidarity	Established	Shaky	Non-existent
3. Trade unions			
Type of dominating unions	Industrial	Other	Craft
Union solidarity	Established	Shaky	Non-existent
Union bargaining power	Strong	Average	Weak
4. System in operation: collective bargaining			
Bargaining structure	Centralized	Co-ordinated	Decentralized (piecemeal)
Style of bargaining	Co-operative	Mixed	Confrontation
Work stoppages	Short and/or “positive”	Mixed	Protracted and non-clearing
5. Results: collective agreements			
Manning requirements	None	Flexible	Rigid
Jurisdictional rules	None	Flexible	Rigid
Editorial provisions and/or managerial restrictions	None	Flexible	Rigid
Wage bargains	Below average	Average	Above average

## The context

Inevitably, there are constraints in the context as set out in the model. These may be legal (as, for example, the rules set by law with regard to collective bargaining), economic (market environment, for example), or technological. Legal rules might encourage either centralized or decentralized relationships, tilting the balance in favor of power concentration or of dispersion. The product market imposes rules of

another kind: whatever the nature of a particular paper's labor relations, the degree of maturity of the market and the paper's market penetration will make a big difference to the bottom line. This factor, by itself, may determine the survival or death of a newspaper, thus directly affecting the concentration of ownership.

The technological aspect is likely to work both ways: it is both an input into the system and an output. The parties cannot ignore the matter of changing technology, although they may delay or accelerate the process of change through provisions in collective agreements.

The nature of the actors is, of course, of prime importance, as is the structure. Structure of ownership is a major factor, on the management side, while the nature, jurisdiction, and history of the unions strongly influence the other side. Real solidarity on either side may change the power relationship, which is a determining factor in this sort of game.

All these factors interact to determine the operation of the system. They will cause collective bargaining to be done in a centralized, co-ordinated, or piecemeal way. These and other factors will determine how successive rounds of bargaining unfold and whether there will, or will not, be major work stoppages. The approach might be one of reasonable co-operation between the parties, out-and-out confrontation, or a mixture of both. Work stoppages, if any, may be short or protracted; they may clear the atmosphere and ensure better relations for the future, or they may poison the whole process for a long time.

The result of the bargaining process — long or short, difficult or easy — will be a series of provisions in collective agreements. Each set of rules deals with a particular problem, such as the size of the work force (manning), the work to be done by the various categories of employees (jurisdiction), management rights and prerogatives, and employees' pay and working conditions.

All these rules, together with management practice and operation, will determine whether a newspaper, as a business, will be profitable. They will advance a paper's position in the market, or work to the benefit of its competitors. In sum, the various elements in the picture can tell us something about what has caused one paper to survive, another to disappear. For example, the components of an extremely bad situation would be strong craft unions, confronting weak management, in an adverse situation of decreasing circulation and slow modernization.

### *The legal framework*

The basic provisions in provincial labor laws on recognition of unions through certification, duty to bargain in good faith, and right to strike are substantially the same throughout Canada. Nonetheless, sufficient differences exist to make a short review of those that may affect the newspaper industry useful.

The first aspect of labor law that may have a bearing on concentration of ownership of Canadian dailies involves the structure of labor-management relationships and the certification system. A key factor is the determination of the bargaining unit by the labor relations board. In general, labor boards have tended to respect the jurisdiction of unions applying for certification; that is why most certificates in the newspaper industry are related to craft unions. Ontario and British Columbia have explicitly inscribed the privilege of the craft unit into their labor statutes. Manitoba defines the craft unit by provincial regulation. Although the

Québec Labor Code does not mention it, the craft unit has, in practice, been consistently recognized in that province.<sup>2</sup>

Despite the fact that all the various statutes and regulations referred to specify that a multi-union unit can be certified, only British Columbia has a system which could be genuinely effective.<sup>3</sup> According to Section 57 of the British Columbia Labor Code, it is possible for B.C.'s labor board, at the request of the minister, to declare a *council* of trade unions appropriate for certification. In this way, joint bargaining can be imposed on a group of unions in a case where such joint bargaining is considered to be appropriate. This power vested in B.C.'s labor board has rarely been used; it has not been used in relation to newspaper unions.

With regard to bargaining structure, especially in cases of joint or council bargaining, tradition is more important than strict law. Thus, in British Columbia, for example, most of the collective bargaining has been carried on through a council of unions, on the basis of a voluntary arrangement accepted by both sides. At the opposite extreme, there has, until very recently, been no council bargaining in Winnipeg; nor has there been any in Toronto during the past decade. In Ottawa, both structures (council and craft-by-craft bargaining) have existed at different times, in one or another of the papers. The picture in Québec is more complex because of the presence of some unions affiliated with the Confederation of National Trade Unions (CNTU), usually known by its French name, Confédération des syndicats nationaux (CSN). CNTU unions tend to organize workers into so-called industrial-type units, which bring into one unit all employees working in a plant, regardless of the nature of their work. They have not always been able to do so in newspapers: some of the international printing trade unions were already in place, particularly in the larger Montréal and Québec City dailies, before the CNTU came on the scene.

The bargaining process is similar in all jurisdictions. One party notifies the other of its wish to commence negotiations. If they fail to agree, either party may request that the minister of labor appoint a conciliation officer. The parties acquire the right to strike or lockout after the collective agreement has expired or, as in Ontario, after conciliation procedures have been exhausted.<sup>4</sup>

Two provinces have specific legislation with regard to strikebreaking. British Columbia forbids the use of professional strikebreakers,<sup>5</sup> and Québec prohibits the use of certain persons recently employed with the struck plant, and of employees from other plants, to maintain production during the course of a legal strike.<sup>6</sup> Despite the importance of these provisions, there has been no recourse to them because, usually, at least in these two provinces, large employers such as newspaper publishers do not try to carry on production while a legal strike is on. The situation is very different in some of the other provinces; a number of strikes in Ottawa, discussed in another chapter, serve as an excellent example.

Legislation in all Canadian provinces grant the provincial minister of labor the power to institute an inquiry into almost any type of industrial dispute.<sup>7</sup> These powers have been used in a number of labor conflicts involving newspapers, particularly in Ontario.

The case studies in subsequent chapters will demonstrate the practical application of labor legislation in Canada.

### *The market environment*

One of the major factors in deciding whether to maintain or to close a newspaper is the market situation. A paper depends on two sources of revenue, circulation and advertising. Although advertising may represent up to 80 per cent of total revenue, both depend on the number of readers a paper has: the larger the paid circulation, the higher the advertising rates.

The size of the population within the reach of the newspaper governs the number of possible readers. The actual number of readers will usually reflect a paper's position vis-à-vis its competitors. In the case of daily newspapers, direct competition (where that exists) comes from other dailies; indirect competition from other information media. Thus, population and competition make up a newspaper's market environment.

Canada's population grew steadily during the 1970s, but not everywhere at the same rate. There have been variations among provinces, and, as well, among metropolitan areas in individual provinces.<sup>8</sup> In the context of our case studies, population in metropolitan areas is the more appropriate reference since these metropolitan areas are usually the primary targets of the Canadian dailies studied, though some may strive for a wider reach.

British Columbia and Alberta had the greatest population increase over the past decade (25 and 30 per cent respectively). Growth in Ontario and the Atlantic provinces was near the national average (12.3 per cent), while Saskatchewan, Manitoba, and Québec grew by only some three to five per cent. As for the individual cities in our case studies, the largest population increases occurred in Ottawa (25 per cent) and Québec City (15 per cent). Toronto and Vancouver grew by somewhat over 13 per cent during the past decade, Winnipeg by 8.9 per cent, and Montréal by only 4.3 per cent. Thus, all daily newspapers in these cities had expanding markets, but to a vastly differing extent.

In British Columbia, population has been increasing, but circulation has not kept pace. In Alberta, circulation is outpacing population growth. In Manitoba, Québec, and the Atlantic provinces, circulation has been growing in spite of relatively stable population growth. In Ontario and Saskatchewan, both are growing at a comparable rate. In general, the penetration rate has moved with total circulation.

Why is there such disparity? The individual studies in this volume attempt to provide some answers.

### **The industry**

The production, distribution, and sale of a daily newspaper is a complex enterprise. Basically, raw material is of two types, news and ideas (which includes advertising) on the one hand, and paper and ink on the other. Major changes in the techniques of production have occurred during the past 10 years. To understand the various aspects of the newspaper industry, including the composition of the work force and the structure of labor unions, it is necessary to know something about how a newspaper is produced and, just as important, how it *was* produced prior to the changes which began in the 1960s.

A newspaper plant is comprised of four or five basic departments. First there is the editorial department, which includes the newsroom, its reporters, photographers, columnists, deskmen and editors, as well as the employees of the actual editorial page, the opinion writers. Next there are the advertising departments, classified and display. There is the production department, which consists primarily of the composing room and the pressroom. Finally, there are the circulation and distribution departments. Because of similarities in their operation, advertising, circulation, and distribution are sometimes grouped as the "marketing" division. Various administrative, mechanical, and caretaking employees make up a final category.

**Table 2**

*Production of a newspaper under old technology*

Department	Major or basic employees	Auxiliary or subdivided jobs	Major functions	Typical union affiliation <sup>1</sup>
Advertising	Telephone operators, typists, clerical, salesmen		Receive and prepare copy for classified ads	Guild
Editorial	Reporters, columnists, editorial writers, editors (wire services)	Deskmen (copy editors), layout editors, copy runners	Write and edit copy	Guild
Production: Composing room	Typographers	Linotype operators, compositors, proofreaders	Produce lines of type. Set type and lock up pages. Proofread.	ITU
Photo-engraving	Photo-engravers		Prepare zinc or plastic engravings	IPU (now GAIU)
Platemaking	Stereotypers		Make mats or cast metal plates	ISEU (now IPGCU)
Pressroom	Pressmen	Paperhandlers	Run the presses	IPPU (now IPGCU)
Shipping	Mailers		Ship the papers	Mailers-ITU
Distribution	Wholesalers, dealers, drivers	Carriers	Deliver	
Circulation	Clerical workers			

<sup>1</sup> According to traditional jurisdiction. In practice, all types of situation have existed, including non-union shops and departments. The meaning of abbreviations is as follows.

GAIU: Graphic Arts International Union

IPGCU: International Printing and Graphic Communications Union

ITU: International Typographical Union

IPU: International Photo-engravers Union

ISEU: International Stereotypers and Electrotypers Union

IPPU: International Printing Pressmen's Union

From the late 19th century, when low-price, general-interest newspapers began to come into wide circulation, to the 1960s, the technology of production of Canadian dailies remained basically the same. With the 1960s came the new technology, the transition from "hot metal" to "cold type", from people performing mechanically all the work necessary to put out a newspaper to production by computer.<sup>9</sup>

**Table 3**

*Production of a newspaper under new technology*

Department	Major or basic employees	Major functions	Typical union affiliation <sup>1</sup>
Advertising	Telephone operators, clerical, salesmen	Feed classified ads into computer	Guild
Editorial	Reporters, columnists, editorial writers, editors (wire services)	Write copy on VDT, and feed into the computer. Editors use VDT to review material.	Guild
Production: Composing room	Typographers, photo-engravers	Produce display ads on VDTs (Photo-composition by computer and photo-typesetting machines) Pictures translated onto photo-sensitive paper. Editorial color separations	ITU
	Compositors	Text and photos (set by machines pasted up on grid sheets—flats) To be introduced: page assembly (pagination) by computer	
	(Stereotypers: eliminated)	Pages photographed for platemaking (plastic or metal according to press)	
	Platemakers	(To be eliminated later by computer-directed laser-platemaking)	
Pressroom	Pressmen	Letter-presses: still in use Di-litho: combination of letterpress and offset Offset: adds speed, requires same manning  Machines fold and count papers	IPGCU
Shipping	Mailers	No change	ITU
Distribution	Wholesalers, dealers, drivers	No change	
Circulation	Clerical workers	Files and paperwork on computer	Guild

According to jurisdictions claimed by the main unions. Actual situations vary. (For abbreviations: see Table 2.)

The computer has affected profoundly almost all departments of the daily newspaper and its employees. The typewriters in the newsrooms have been replaced by video display terminals (VDTs) linked to the computer as the linotypes and their



operators engaged in "hot metal" typesetting have given way to computer-controlled photo-composition. The typographers, stereotypers, and proofreaders have been eliminated. The advent of the technique of reproducing pictures by laser beam did away with the photo-engraver's job. In the marketing departments, particularly advertising and circulation, the computer has banished most of the enormous amount of paperwork and filing once necessary. Only shipping and distribution remain relatively unchanged.

## **The work force**

Recent technological changes have had a substantial effect on the work force of the daily newspaper industry in Canada. Inevitably, the transition has required difficult adjustments on the part of employees whose traditional tasks have disappeared. Just as inevitably, strife has occurred between labor and management over the introduction of technological change.

Available data on the newspaper work force cover seven years, from 1974 to 1980 inclusive.<sup>10</sup> Changes in the proportion of workers in each department show the effects of the drastic technological changes introduced during even that short period. (See Table 4.)

Overall, editorial departments represent 20 to 25 per cent of all employees on Canadian dailies; and the proportion has been increasing. In contrast, production crews have been declining, even in absolute numbers; they now make up about 33 per cent of total employment. Marketing employees, broadly defined to include advertising, marketing, promotion, and circulation, represent 30 per cent, and the administrators, together with all other employees, about 14 per cent. Total employment given in Table 4 is a little under the actual figure for the Canadian daily newspaper industry due to some incomplete returns to the Royal Commission's newspaper questionnaire and non-inclusion of news agency employees and other contracted services.

The figures represent a Canadian aggregate of different situations; but there are marked dissimilarities from paper to paper. Most of the dailies have their own printing plant; but some contract out their printing, and others have switched over the period. Some made their main technological changes in the 1960s; most made them in the 1970s; some are still making them. With regard to editorial content, some papers rely heavily on wire services, freelance writers, and syndicated columnists, while others publish a greater proportion of home-produced material.

Newspapers in four provinces — Alberta, Ontario, Prince Edward Island, and Newfoundland — have about 27 per cent of their total employment in their editorial departments. The increase in Alberta has been substantial, from 22 per cent in 1974 to 27 per cent in 1980. Elsewhere, the proportion in 1980 was closer to 23 per cent.

The proportion of part-time employees (translated into full-time equivalents) also varies considerably. Most commonly, it is equivalent to 10 per cent of the full-time staff, but it can reach 30 per cent in some cases. Generally, the larger the paper, the smaller the proportion of part-time employees.

The variety of functions performed by different newspaper employees, and the specific skills required from each group, have been determining factors in the development of the various labor unions in the industry. Most of these unions were founded around the turn of the century along craft lines: all the members of each

union belonged to only one craft and their main preoccupation was to protect the interests of their trade. Although the situation is now changing rapidly, the craft unions have always dominated the labor relations scene in the daily newspaper industry.

**Table 4**

*Employees in Canadian dailies<sup>1</sup> by departments 1974-1980*

Year	Editorial	Production	Marketing <sup>2</sup>	Administra- tion and others	Total <sup>3</sup> full-time	Part-time equivalent to full- time <sup>4</sup>
1974	3,509	6,115	5,008	2,355	16,987	1,130
1975	3,666	6,284	5,168	2,270	17,388	1,255
1976	3,765	6,120	4,989	2,377	17,251	1,341
1977	3,816	5,962	5,353	2,381	17,512	1,491
1978	4,010	6,104	5,479	2,403	17,996	1,407
1979	4,218	5,691	5,596	2,433	17,938	1,842
1980	4,247	5,935	5,048	2,481	17,711	1,895
Percentages <sup>5</sup>						
1974	20.7	36.0	29.5	13.9	100	6.7
1975	21.1	36.1	29.7	13.1	100	7.2
1976	21.8	35.5	28.9	13.8	100	7.8
1977	21.8	34.0	30.6	13.6	100	8.5
1978	22.3	33.9	30.4	13.4	100	7.8
1979	23.5	31.7	31.2	13.6	100	10.3
1980	24.0	33.5	28.5	14.0	100	10.7

<sup>1</sup> Data from 110 dailies, out of a total of 117.

<sup>2</sup> Includes circulation, advertising, and distribution.

<sup>3</sup> Total obtained by adding figures in preceding columns, to permit accurate computation of percentages. Total figures given in answers to questionnaire were slightly higher.

<sup>4</sup> Part-time employees translated into equivalent full-time numbers.

<sup>5</sup> Percentages calculated in relation to total full-time employees for each year. Part-time employees are also related to total full-time.

Source: Royal Commission on Newspapers, *Newspaper Questionnaire*, questions 145 to 160. (See Research Volume 4, *The Newspaper as a Business*.)

### The labor unions

The current situation of the labor unions in the newspaper industry cannot be understood without some knowledge of their history. An overview of union membership in Canadian dailies follows. It will be completed by a closer look at the two major groups, the International Typographical Union (ITU) and the Newspaper Guild.

## *History*

Printing trade unions are among the oldest in North America. Printers in New York City are reported to have organized a strike in 1776. Various attempts at union organization were made in the early 19th century with varying degrees of success. Finally, a national typographical union was organized in 1852 on a permanent basis. With the affiliation of Canadian locals in 1869, the union adopted the name it still has, the International Typographical Union (ITU).<sup>11</sup>

At first, the ITU covered the entire industry, its jurisdiction extending to all branches of printing and kindred trades. Around the turn of the century, four different trades withdrew into separate unions. The pressmen were the first in 1889, followed by the bookbinders in 1892, the photo-engravers in 1900, and the stereotypers in 1902. The lithographers had organized separately in 1882. From about 1900, these six printing trades unions dominated the scene in both the United States and Canada. (See Table 5.) All developed solid trade barriers and stringent work rules.

In the early 20th century, the ITU granted charters to some groups of journalists. When, in 1932, journalists crossed typographers' picket lines, they were expelled from the union. In 1933, together with some local associations, they formed the American Newspaper Guild. It remained for some time a loose association of local groups before becoming the strong union it is today. It changed its name to the Newspaper Guild in 1971. This union is more industry-oriented, less craft-oriented, than all the others. There have been locals of the Guild in Canada since the mid-1930s.<sup>12</sup>

Over the past 20 years, five of the printing trade unions have merged into two large unions, partly because of the blurring of trade jurisdiction lines. The lithographers and the photo-engravers first merged in 1964, and then merged with the bookbinders, to form the Graphic Arts International Union in 1972. This group has members in the newspaper industry, but the bulk of its membership is in other types of printing. More directly involved in the newspaper industry, the pressmen and the stereotypers merged, in 1973, to form the International Printing and Graphic Communications Union. Despite this merger, many locals still call themselves locals of the pressmen's union. A mailers' union existed from the turn of the century but never had a large membership; it always enjoyed the protection of the ITU, into which it merged in 1979.

The original craft unions, even after the mergers, have remained adamant about their respective jurisdictions. Their basic objective has always been, through the implementation of traditional work rules, to keep as many workers as possible to man the various machines of their trades. These craft unions recruit the majority of their members in other than newspaper printing shops.

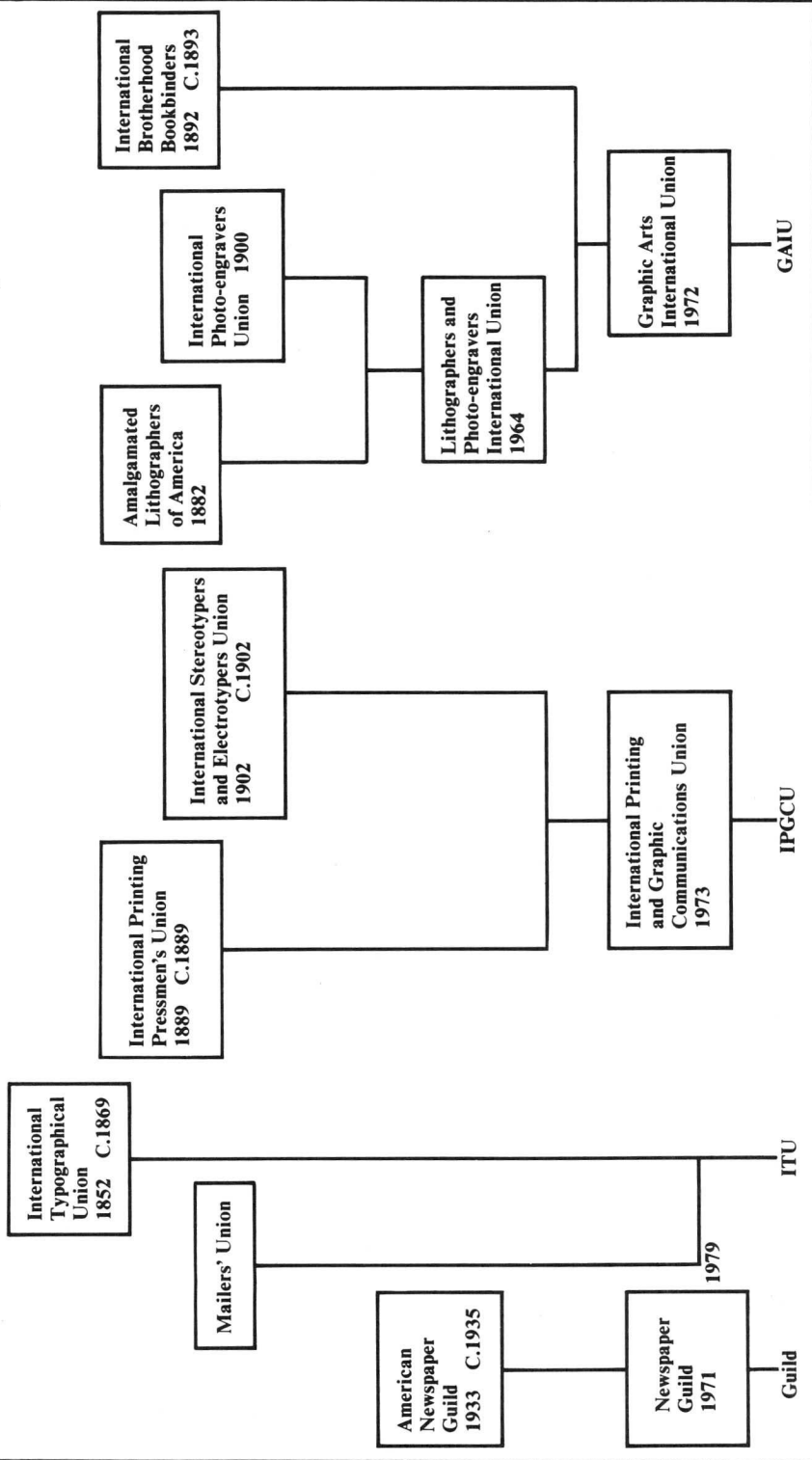
## *Union membership*

Union membership in Canadian dailies is divided into three main groups, the Guild, the ITU, and the others. Over the six years, from 1974 to 1980, the Guild has been growing (from 34 per cent to 37 per cent of the total union membership in Canadian dailies), while the ITU has declined correspondingly, from 36 per cent to 32 per cent. The Guild is a newspaper union. It has a few members, about 12 per cent, in related

**Table 5**

*History and mergers of various printing trade unions*

C.: Indicates year when first local was organized in Canada.  
All mergers occurred in the same year in the U.S.A. and Canada.



industries, such as the wire services and other mass media, including the CBC. The other major union, the ITU, has approximately 39 per cent of its membership in Canadian dailies. As for the two others, the Printing and Graphic Communications Union and the Graphic Arts Union, the majority of their members work in other types of printing shops. In Québec, the Fédération nationale des communications (FNC), which is affiliated with the Confédération des syndicats nationaux (CSN), has nearly 1,000 members in Québec dailies. (See Tables 2 and 3, which indicate in what departments each union is likely to recruit its members.)

Across Canada, the geographic distribution of union membership is quite uneven. Guild membership is concentrated in British Columbia, Ontario, and Québec. The ITU, on the other hand, has members in nine provinces, the only exception being Newfoundland. In smaller papers, all sorts of combinations exist. It is not uncommon to have one union — the Guild, the ITU, or the former pressmen's union — representing all the unionized employees.

More than 20 Canadian dailies, most of them smaller ones, are produced by non-union employees. Eleven are among Ontario's 45 daily newspapers, and two of these have a circulation of more than 100,000.

In larger papers, with more than one union representing the employees, another element of variation is the presence of joint councils. These councils, where they exist, speak in the name of the locals and the unions they represent. Their authority and functions vary. They can act as the bargaining agent for the different component locals, or serve only as a co-ordinating body, or even as merely a clearinghouse for information purposes.

### *The ITU and the Guild*

The ITU, after years of resistance, has finally softened its position on some of its traditionally rigid jurisdictional rules. The old typographer's trade itself has just about disappeared. Because of the changing situation, the union has moved from its strict position as a craft union to become, in certain cases, an industrial-type union. In some dailies, especially smaller ones, the ITU may represent the people in the newsroom, the office workers, and some other crafts; but this remains exceptional.

The Guild, not being tied to a trade, had already moved in that direction long before the ITU began to diversify. Besides reporters and other journalists, it has recruited more and more employees from other departments. It has organized employees in the circulation and advertising departments of a majority of the papers where it has been certified. In a few cases, it also represents the accounting section, the maintenance employees, the delivery department, and even the production workers.

In other words, both the Guild and the ITU are moving toward an industrial-type organization. Talks about a possible merger between the two unions have been going on for some time. A Merger Negotiating Committee was set up by the respective conventions of the two unions in 1977. At the 1980 convention, a formal report was presented in the form of a new, integrated constitution. Many items have been adopted, but a good number have remained unresolved.<sup>13</sup> Discussions were carried on for four years; in early April, 1981, it was announced that they were broken indefinitely. During the summer, however, the decision was taken at the ITU

**Table 6***Union membership in Canadian dailies<sup>1</sup> 1974 and 1980*

Unions	Membership in dailies				Total membership in Canada	
	1974		1980		1980	
	No.	%	No.	%	No.	% in dailies
<b>International unions</b>						
Newspaper Guild	2,473	34	3,525	37	4,000	88
International Typographical Union	2,609	36	3,044	32	7,796	39
International Printing and Graphic Communications Union	1,243	17	1,684	18	10,759	16
Graphic Arts International Union	115	2	227	2	13,055	2
Others <sup>2</sup>	843	12	924	10	—	—
<b>Total</b>						
International unions	7,283	100	9,404	100	—	—
Fédération nationale des communications (Confédération des syndicats nationaux)	843	12	924	10	4,500	21

<sup>1</sup> Actual membership is higher than figures quoted. Figures are from 72 reporting dailies. A few major dailies made no report.

<sup>2</sup> Others include a few local associations and a miscellaneous list of various unions, international and Canadian.

Source: Royal Commission on Newspapers, *Newspaper Questionnaire*. Total membership of unions from Labor Canada, *Directory of Labor Organizations in Canada 1980*.

convention to try again: talks would resume if a majority of members of the two unions approved in a referendum.<sup>14</sup>

Merger talks have also been conducted between the ITU and the Graphic Arts International Union. The trend toward concentration in the various printing trade unions will likely continue. It might lead eventually to one or two large industrial unions, representing all the newspaper employees, if not all those in the printing industry. But this is unlikely to occur in the near future. For the moment, strong divisions still exist.

### *The Québec situation*

In Québec, about 30 per cent of the union members employed in daily newspapers belong to the Québec-based group, the Confédération des syndicats nationaux (CSN), known in English as the Confederation of National Trade Unions (CNTU). One of these unions is in Ontario and represents the journalists at the French daily,

*Le Droit*, in Ottawa. This union, the first to be established for journalists, was founded by Jules Léger, later governor-general of Canada.<sup>15</sup> Except on the English-language papers, all unionized journalists in Québec belong to CSN unions.

The structure of the CSN is quite different from that of the international unions. Each local is a legal entity in itself and enjoys much more freedom than do most of the locals of the national and international unions. Newspaper, radio, and television employees belonging to unions affiliated with the CSN have been grouped in the *Fédération nationale des communications*, FNC (the National Federation of Communications). A considerable number of the printing trades employees have also organized into different CNTU unions, especially in smaller cities; they also belong to the FNC.

In Montréal, Québec City, and Sherbrooke, the ITU already had a strong foothold. It still has. The Guild has been more or less limited to the English-language papers in Montréal.

## **Management organization**

Management organization with regard to labor relations is vastly different from the union structures. All responsibility rests at the local level. Each paper has its own organizational structure and it operates according to its own fashion. In cases of chain ownership, the head office may intervene if it wishes.

Above the local level, three types of structural relationships can be found. Beside chain ownership, there can be informal arrangements, usually on a regional basis. A larger national organization, the Canadian Daily Newspaper Publishers Association (CDNPA), also exists but its objectives are limited to information and education purposes.

### *Chain ownership*

Chain ownership is the most common form of inter-paper structure. Within the structure, all sorts of management systems may be found. Control by head office can be loose or tight: limited to broad principles and overall accountability, or minute and detailed, with head office representatives more or less constantly present, even at the bargaining table.

These differences in approach have a determining impact on the atmosphere of labor relations and, consequently, on productivity. It is commonly said in newspaper circles that one of the major chains (Southam) has taken a broad, liberal approach to labor relations, showing a greater concern for long-term results than for short-term benefits. With some qualification, the other chain (FP) adopted the opposite way of dealing with labor problems, getting involved in day-to-day local operations. As will be seen in the case studies, this had a direct effect on the future of certain Canadian dailies.

### *Informal arrangements*

There have been, over the years, especially between locally competing newspapers, informal agreements regarding labor relations. For example, there have been instances where two papers have agreed that, in the event of a strike at one paper, the other would not try to expand its advertising volume or circulation during the

shutdown. But these agreements have seldom lasted. In every case of a protracted confrontation, the unaffected paper has never long resisted the temptation to go after a greater share of the market.

Another type of informal agreement is an understanding, explicit or implicit, that the contract pattern will be set by one of the newspapers. This paper becomes the leader and the others more or less follow suit. That appears to have been the case in Montréal, where the *Star* was the leader for a long time, in bargaining and in the setting of working conditions. Such an agreement implies that one paper always fights the big fights, the other reaping the gains or losses: not a situation likely to last indefinitely.

### *National organization*

At the general or national level, CDNPA acts as a sort of clearinghouse to inform its members on various aspects of the newspaper business. Under its administration division — one of five, the others being advertising, circulation, editorial, and production — labor relations is one of the subjects considered, along with credit problems, promotion, research, taxation, and financial affairs.

The main activity of the labor relations committee is an annual conference on employee relations, usually lasting three days, and giving the various delegates an opportunity to hear about the experiences of others elsewhere in Canada. The exercise is useful, but remains limited in scope, compared with the type of management organization and structures to be found in some other industries, such as construction, and pulp and paper.

In summary, management organization structures, with regard to labor relations, are relatively self-contained at each paper, except perhaps in the case of newspapers in chain ownership where the policies of the chain's head office, whether loose or stringent, may have a determining effect at the local level.

## **The bargaining process**

We turn now to some general observations on bargaining structures and an overview of major labor conflicts during the past decade. The case studies and the concluding chapter will deal more extensively with these questions.

### *Bargaining structures*

Most of the bargaining in the newspaper industry is done piecemeal: separately by trade in each paper. The various collective agreements may have different or common expiry dates. If common, it is possible to introduce some co-ordination among the different bargaining tables in negotiations at the same time. Otherwise, it is each union local for itself.

There have been a few cases where one union, say the pressmen, has bargained jointly with two or more local papers. A somewhat more frequent example of joint bargaining is the case of council bargaining, where a whole set of collective agreements applying to one newspaper is bargained jointly, by management representatives on one side of the table, and a council of the unions on the other. Variations which combine elements of those prototypes also exist.



Although the initiative may come from either side, the option to bargain jointly or separately rests ultimately with the unions. They hold the certification rights which entitle them to force management into bargaining. Management is not bound to elect one way over the other. Some management representatives are happy to accept joint bargaining, because it avoids time-consuming duplication of bargaining sessions and reduces the possible number of disruptions in case of conflicts: any group bargaining separately can decide to set up a picket line if its negotiations do not go the way it wishes; the respect of that picket line will depend on the degree of solidarity that group can muster among the others. Joint bargaining avoids the risk of repeated disruptions but it magnifies correspondingly the size of a general conflict. But most management representatives prefer the advantages of the principle "divide and conquer".

The various case studies show the extreme diversity of actual situations. On the whole, labor conflicts in the newspaper industry are not very frequent; but they tend to become longer and longer, more and more severe.

### *Labor conflicts*

Work stoppages in the newspaper industry have followed the general trend in Canada since the Second World War. Immediately after the war, the proportion of man-days lost to man-days worked in all industries reached a record high of 0.54 per cent, with a total of 4.5 million days lost in Canada. Then work stoppages remained at a low level until the mid-1960s, when a so-called third wave of strikes hit Canadian industry.<sup>16</sup> From a low of 0.1 per cent in the 1950s, the proportion of man-days lost through industrial conflicts rose to 0.4 per cent in 1969 and 1970, and exceeded 0.5 per cent from 1974 to 1976; total man-days lost then reached 11 million.

There were a few important work stoppages in the newspaper industry following the Second World War. On November 8, 1945, the typographers of the two Winnipeg daily papers went out on strike. The strike never ended, and the ITU did not survive it; not until 1981 did it regain its pre-eminence. During the winter of 1947-48, the pressmen of Toronto and, in 1949, lithographers in Ontario and Québec went on two major printing strikes; but they did not affect the newspaper plants.<sup>17</sup>

After these strikes in the 1940s, the printing craft unions remained peaceful until the typographers staged a seven-month strike at *La Presse*, from June 3 to December 28, 1964. In that strike, 170,000 man-days were lost.<sup>18</sup> During the same time period, the ITU started what was to turn out to be its biggest strike ever in Canada, against the *Toronto Star*, the *Telegram* and the *Globe and Mail*. It involved 920 typographers. The strike technically ended (that is, ended for statistical purposes) three-and-a-half years later, with 475,000 man-days lost. Two-thirds of the striking typographers had by then been rehired or had found other jobs. Some continued to man picket lines until October 31, 1971, when strike benefits were terminated by the ITU head office. The conflict had lasted more than seven years. It coincided with the introduction of the new technology into the composing room: the typographers were fighting for their jobs. Since the latter 1960s, minor printers' strikes have occurred in various newspaper plants across Canada.

With the new technology coming in more rapidly everywhere, the 1970s were much more affected by work stoppages. The major ones occurred in Vancouver, Ottawa, Montréal, and Québec City. (See Table 7.) They were concentrated in two periods: 1970 and 1971 (Vancouver and Montréal), and 1976 to 1979. The lockout at the *Ottawa Journal*, following a work slowdown, was ordered October 25, 1976. Eventually, the *Journal* settled with the Guild, then with the pressmen and, finally, in 1980, with the ITU (although the ITU never returned to work). In Montréal, the two largest French papers, *La Presse* and *Montréal-Matin*, were shut down for seven months (October, 1977, through May, 1978). In Québec City, *Le Soleil* was out, during the same period, for 10 months (September, 1977, to July, 1978). The year after, it was the *Montréal Star*'s turn to shut down for eight months (June, 1978, to February, 1979). The two Vancouver papers, published by Pacific Press Limited, were also out for eight months, from November, 1978, to June, 1979.

All these conflicts represented hundreds of thousands of man-days lost. Their effect on the survival or closing of the paper where they happened will be considered in the case studies. Alongside these seven giant work stoppages in the 1970s, the other 50-odd conflicts seem dwarfed, but altogether they represent more than 60,000 man-days lost, or eight per cent of 750,000 man-days lost in the seven largest strikes or lockouts.

The newspaper industry has been more severely hit by work stoppages than other industries in the past decade. (See Table 8.) While dailies account for less than 0.2 per cent of Canada's employment as a whole (some 20,800 out of 10,635,000 employed in December, 1980), they have contributed one per cent of all man-days lost during the 1970s. In 1977 and 1978, they accounted for four per cent of the total.

Most of these work stoppages were related to conflicts over different aspects of technological change. Some, in Montréal and Québec City, also implied conflicting positions on management prerogatives.

## **Bargaining results: basic issues**

Canadian dailies, like all other businesses, have to face the basic issues of inflation, rising wages and benefits, and the corresponding impact on the level of return on capital. The confidential nature of the financial information collected by the Royal Commission does not allow a detailed account of labor costs in individual newspapers. Certain items, however, such as wage scales set down in the various collective agreements, are matters of public record. These are considered in the case studies and in the concluding chapter.

There are two other major issues, technological change and management prerogatives. The first is widespread. The other is more limited, but may well grow.

### *Technological change*

Technological change has come recently but fiercely to the newspaper industry, affecting many of the traditional crafts involved. Some of the traditional trades have all but disappeared from today's newspaper plant. But some of the old tradesmen are still around, doing work quite different from their traditional craft.

Table 7

*Major work stoppages in Canadian dailies, 1970-1980<sup>1</sup>*

Year <sup>2</sup>	City and paper	Unions	Dates	Number of workers	Working days	Man-days lost
1970	Vancouver, Pacific Press	Council of unions	Feb. 16-May 12	1,197	60	71,820
1971	Montréal <i>La Presse</i>	Various unions	July 19-Feb. 7, 1972	361	143	51,060
1975	Montréal <i>Star</i>	Newspaper Guild	May 30-July 7	450	24½	11,440
1976	Vancouver, Pacific Press	Council of unions	Aug. 6-20	1,400	10	12,950
	Ottawa <i>Journal</i>	Various unions	Oct. 25-Feb. 28, 1979	188 148 88	593	84,350
1977	Québec <i>Le Soleil</i> Montréal <i>La Presse</i> and <i>Montréal-Matin</i>	Various unions 19 different unions	Aug. 30-July 3, 1978 Oct. 6-May 8, 1978	141 1,700	212 147½	30,160 248,910
1978	Montréal <i>Star</i>	ITU 176, IPGCU 33	June 14-Feb. 6, 1979	250	162	40,500
	Vancouver, Pacific Press	Council of unions	Nov. 1-June 28, 1979	1,350	166	226,140

<sup>1</sup> Work stoppages totalling 10,000 or more man-days lost.

<sup>2</sup> Certain conflicts extend over more than one year. These are entered in the year in which they started. The indicated duration and man-days lost are for the whole conflict.

Sources: Labor Canada, *Strikes and Lockouts in Canada*, and other sources.

**Table 8**

*Total man-days lost in the Canadian economy and in Canadian dailies 1970-1979<sup>1</sup>*

Year <sup>2</sup>	Canadian total	Canadian dailies	Proportion <sup>3</sup> %
1970	6,197,960	76,140	1.2
1971	2,714,560	42,040	1.5
1972	7,423,140	9,340	0.1
1973	4,746,600	4,674	0.1
1974	9,221,890	13,865	0.2
1975	10,908,810	12,921	0.1
1976	11,609,890	24,867	0.2
1977	3,307,880	154,830	4.7
1978	7,392,820	290,458	3.9
1979	7,834,230	184,562	2.4
<b>Total</b> <b>(10 years)</b>	<b>71,357,780</b>	<b>813,697</b>	<b>1.1</b>

<sup>1</sup> There is no guarantee that figures are accurate for each year, especially before 1974. The table gives an order of magnitude.

<sup>2</sup> In conflicts extending over two or more calendar years, the number of man-days lost has been computed on a year-to-year basis and attributed to each calendar year.

<sup>3</sup> As a reference, employment in Canadian dailies is approximately 0.2 per cent of total employment in the Canadian economy (20,875 in the dailies out of 10,635,000 persons employed in December, 1980).

Sources: Labor Canada, *Strikes and Lockouts in Canada*, and other documents.

The unions representing these crafts tried for many years to resist the introduction of the new machines. By and large, they have been obliged to give up. What they obtained for their present members are various forms of job security in exchange for the right of management to introduce new technology. The most often cited case is the 11-year pact with the New York City papers, signed in 1974; it gave total job security to the tradesmen but complete freedom to the employers to introduce technological change.<sup>19</sup> Some Canadian papers have, for similar freedom of action, also given lifetime job security to some of their employees.

The pressmen are in a special position. Rightly or wrongly, they consider that the paper cannot be printed without them. The question is whether, in case of a strike, management employees and a few strikebreakers could still put out the paper. Pressmen tend to say they could not, although some American papers have been published in spite of striking pressmen.<sup>20</sup> Nonetheless, it would be meaningless to extrapolate from the American experience.

In accordance with the perception pressmen have of their privileged situation in the production process, their union has remained adamant against technological changes and modification of traditional work rules in the pressrooms. Thus, by contrast with other trades, the peak of the problems between the pressmen and the

newspapers may not be over. The main issue now is with manning levels: with how many employees are required to run the presses, at what speeds, and on which shifts. Management contends there is overstaffing and featherbedding; employees and union representatives say that some of the new processes in the pressrooms have even increased their workload.

The question of which group is the critical one in the sequence of the production process — the pressmen or others — is one of major concern. The higher the degree of automation, the more likely it is that management could continue production during a work stoppage, and the less effective the strike weapon becomes.

But the critical group might no longer be in the production process. The new technology has left much greater power with those who look after distribution: mailers, truckers, wholesalers. There is no point in producing a paper if it does not reach the newsstands and the subscribers in their homes. In major confrontations in the United States, both parties have courted the drivers' union; for the drivers, by respecting or crossing the picket lines, can make a strike by any other group a success or a failure.<sup>21</sup> The problem may not be as serious in Canadian cities, because of different certification units, but the same principle applies.

### *Management prerogatives*

It is usually said that journalists, especially in Québec, have a greater interest in the professional aspects of newspaper production, including participation in management decisions. Collective agreements all over the country, whether bargained by the Guild or a CSN journalists' union, tend to have some professional clauses — provisions with respect to bylines, for example, or to the conditions under which management can make modifications in copy submitted by a reporter or editorial writer. Generally speaking, however, collective agreements signed by the Guild do not go much further.

Journalists in Québec have pressed the issue of who should decide how the paper is run. At *Le Devoir*, a joint committee of management and journalists has had, over the past few years, a great influence on the orientation of the paper.<sup>22</sup> Changes made by management were at the heart of the strike at *Le Devoir* in the spring of 1981; the changes were perceived as affecting negatively the influence of the unionized journalists on the paper. The major strike at *La Presse*, in 1978, was sparked by the appointment, by management, without consultation with the journalists' union, of a new sports editor. According to the publisher of *La Presse*, the major issue in the strike was the question of who would run the paper, management or the union.<sup>23</sup> Some groups strongly disagreed with this interpretation and contended that the problem was a matter of dollars and cents. The case studies on newspapers in Montréal and Québec City shed light on these questions. It is a fact, however, that management prerogatives are much more discussed and challenged in Québec than in any other province.

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# 2

## Vancouver: a history of conflict

by C.R.P. Fraser and Sharon Angel

This study examines industrial relations at Pacific Press Limited from 1970 to 1981. An institutional approach has been used to describe the parties and their relationships. An historical account of that period follows. Finally there is an analysis of collective agreements since 1969 and certain clauses are examined in light of the bargaining relationship.

The period has been one of conflict in labor relations. The study indicates that historically there has been a lack of trust between the two parties, primarily on the union side. On the management side, there has been a lack of consistency in decision-making which has fed the unions' mistrust. The structure, or lack of structure, of the negotiating teams on each side has significantly contributed to this lack of trust and, ultimately, to the conflict. At present, these structures are in a state of flux; management structure is changing as a result of a change in ownership; the union structure may change because of frustration with the existing system. The only major impact of the change of ownership on industrial relations appears to be the potential for a reduction in the inconsistency of decision-making, as a result of single, rather than dual, ownership. Continued conflict remains a distinct possibility.

Pacific Press produces the *Sun* and the *Province*, the only major daily newspapers for the lower mainland of British Columbia. As a result, labor strife at Pacific Press becomes a highly visible and important public issue.

Alternate sources of news and advertising information (radio, TV, and to a lesser degree, magazines and weeklies) are available, but the morning and afternoon daily newspapers are to many readers and consumers both a necessity and a ritual. When both newspapers<sup>1</sup> are not available, this absence is the subject of much discussion and debate. Thus, labor relations at Pacific Press have become a topical and often emotional issue, not just for students of industrial relations, but for the general population.

This study attempts to unravel the complexities of the industrial relations environment at Pacific Press. The focus is on decision-making by the parties, separately and together, and begins by describing the structure of industrial relations at Pacific Press.



The primary area served by the two papers includes the city of Vancouver and surrounding municipalities, including North and West Vancouver, Richmond, Burnaby, New Westminster, and a number of other municipalities and districts whose importance is shown in population figures given in Table 1. Both papers are distributed widely throughout the province as well. In 1970, metropolitan Vancouver represented 70 per cent of the population in the area audited by the Audit Bureau of Circulations; the figure for 1979 is 58 per cent. This shift represents both a decline in the population of Vancouver and a rapid expansion of the more outlying communities.<sup>2</sup>

The growth in population of the area has been accompanied by a substantial increase in service-oriented business, both government-related and in the private sector. For a province which, compared to others, has a highly unionized work force, this growth has meant a significant challenge to the labor movement. On the government side (federal, provincial, and municipal) unionization is substantially complete; the impact of that unionization has led to major confrontations. In private sector service industries, there have been a number of important conflicts as well.<sup>3</sup>

This activity has not been directed against the nature of the industrial relations system (as was the case from the 1950s to the 1970s)<sup>4</sup> but within the system as defined in the new legislation adopted in 1973. This new set of rules and procedures was generally considered by both labor and management to be fair. The new legislation accepted economic conflict as a way of resolving disputes provided the rules were followed by both sides. The new Labor Relations Board endeavors to settle disputes "outside the rules", and encourages joint bargaining groups on both labor and management sides. Paul Weiler, a former chairman of the board, notes that during his tenure, the board "tended to get involved in just about every serious work stoppage in the province, even when strike action was supposed to be legitimate".<sup>5</sup>

The B.C. Labor Code provides for centralized bargaining structures for both employers and trade unions.<sup>6</sup> This tends to legitimize a trend already established. Not only are labor relations in B.C. perhaps the most militant in Canada, they are also the most centralized.<sup>7</sup> Multi-employer bargaining, whether or not it is conducted on a formalized basis — such as accreditation — is a firmly established fact of life. Almost half B.C.'s unionized work force is covered by collective agreements negotiated by an employers' association.<sup>8</sup>

The B.C. Federation of Labor has developed a strong leadership position among Canadian Labor Congress unions. The ability of the federation to employ "hot" declarations on behalf of an affiliate adds a practical reason for close co-operation among unions and the federation. The officers of the federation take a legitimately active role in industrial relations in the province. More than once, they have been active in disputes between Pacific Press and its unions.

Labor relations at Pacific Press include all the elements found in many historic struggles: genuine mistrust between the parties; changing technology affecting time-honored tradition; and conflict between unions over jurisdiction. The latter two problems were resolved during the period under investigation; the mistrust remains. Much of this mistrust seems to result from the structures which have evolved on both sides.

**Table 1**

*Vancouver Sun and Province*  
*Total net paid circulation<sup>1</sup>*

				Population <sup>2</sup> Lower Mainland
Year	Sun	Province		
1970	196,750	110,911		1,167,925
1971	192,280	108,608		1,190,628
1972	202,098	112,100		1,190,628
1973	209,783	118,534		1,256,600
1974	216,051	128,542		1,289,800
1975	210,221	126,394		1,322,500
1976	200,874	127,000		1,291,423
1977	205,353	128,646		1,291,423
1978	211,510	131,274		1,336,300
		M-F <sup>3</sup>	Sunday	
1979	200,874	125,587	134,470	1,348,400
	M-F	Sat		
1980	201,348	236,735	121,307	140,180
				1,311,800

<sup>1</sup> Figures based on Audit Bureau of Circulations, as supplied by Pacific Press. Figures are yearly averages, as at September 30 each year.

<sup>2</sup> ABC estimates, based on the 1971 and 1976 census, refer to the retail trading zone.

<sup>3</sup> The change in reporting was necessitated by the *Province's* switch from Saturday to Sunday publication.

## The unions at Pacific Press

Three types of organization represent employees at Pacific Press.<sup>9</sup> First and largest is the Newspaper Guild — a largely white-collar industrial union, except for janitorial crews. Next are the “mechanical” or craft unions: the printers (International Typographical Union), the photo-engravers (Graphic Arts International Union), the pressmen (International Printing and Graphic Communications Union), and the mailers (ITU). The wholesalers, who are now drivers employed by the company, belong to the IPGCU and are included in this group. The mechanical unions and the Guild all belong to a central organization, the “joint council”, which conducts bargaining on their behalf. Finally, there are the electricians and machinists. These two small units do not participate in negotiations with the others, but settle later on the basis of the existing pattern, with some reference to construction industry settlements.

Guild jurisdiction includes many areas of operation, from janitorial through senior editorial staff. Its membership has continued to increase during the period

(see Table 2). The leadership of the Guild is dominated by the editorial staff although it does not form the majority of the members. The 1981 president came from the circulation department. There was noticeable dissatisfaction among the rank and file over the stand taken by the Guild and its executive, dominated by editorial personnel, in support of the pressmen during the 1978 round of negotiations.

**Table 2**

*Union memberships at Pacific Press<sup>1</sup>*

	1978	1977	1974	1972
Guild	839	826	741	640
Printers (ITU)	297	317	325	332
Pressmen (IPGCU)	102	109	104	84
Mailers (ITU)	86	86	74	65
Wholesalers (IPGCU)	49	51	37	—
Engravers (GAIU)	33	30	29	20
Machinists (IAM)	8	8	8	8
Electricians (IBEW)	8	8	8	8
	<b>1,422</b>	<b>1,435</b>	<b>1,326</b>	<b>1,157</b>

<sup>1</sup> On November 1 of each year.

*Source:* Technological change provisions, collective agreements.

The Guild faces a number of internal problems. A large proportion of its members are female, a group whose needs are just beginning to be addressed through collective bargaining. Professional issues are of concern to some Guild members, especially to editorial staff. The Guild's jurisdiction has been affected by technological change, through the introduction of computers and video display terminals.

Externally, the Guild has difficult relations with other unions. Guild leaders believe that through sheer weight of numbers they should have a greater say in the activities of the joint council. But because the internal politics of the Guild have been unstable, their leaders are less likely to be trusted by the other unions. This instability is largely the result of the variety of individuals and groups represented by the Guild. There are substantial differences in age, occupational interests, and other factors among the groups within its jurisdiction (editorial, circulation, clerical, telephone room, and janitorial staff), which affect the views and the cohesion of the membership over many issues and policies.

Technological change overlaps the jurisdictional boundaries of the Guild and the ITU, and this has been a source of friction as well.

The next largest union is the ITU, which historically has represented the printers in the composing room. It has become an industrial union because the traditional skills of the craft are no longer required. Unlike the Guild, ITU

membership has been declining. All members have lifetime job guarantees but the union is concerned about jurisdictional questions, perhaps as much out of concern for tradition or pride as for a sense of security.

Although there is increasing overlap between the jurisdictions of the Guild and the ITU as a result of the increasing use of computers and VDTs, there is little sense of common interest; the ITU has usually allied itself with the mechanical unions. The aborted talks of merger between the ITU and the Guild at the international level were expected to have had little or no influence at the local level, even if they had been successful.

One of the major problems facing the ITU is the aging of its membership, which has a significant impact on health and welfare funding. ITU members are currently assessed by their union an additional \$9 per month above the current employer contribution of approximately \$30 per month to cover the costs of extended sickness benefits.

The pressmen are the third largest union in the council. While some sources of conflict, especially technological and jurisdictional issues, have been resolved for other unions, those facing the pressmen have not. While some changes have taken place in the pressroom at Pacific Press, the major bone of contention has been union manning rules, which specify the number who must work each shift.

To some degree, the pressmen are isolated both physically and socially. Their work is in the basement, where contact with other Pacific Press employees is slight. Because of the ink, even their corner table in the cafeteria is isolated: over it hangs a sign saying "Pressmen Only."

The move by the company to a "di-litho" printing process resulted in substantial modification of the existing letter presses to produce a product close in quality to offset printing, without changing to completely new equipment. The pressmen argue that this equipment requires more men than the old system; the company disagrees. This, and the compulsory scheduling of premium or overtime shifts, combined with abuse of sick leave, is at the heart of the manning argument, the principal issue in the 1978 strike.

There seems to be little disagreement regarding abuse of sick leave by the pressmen. Their contract contains language regarding abuse not found in other contracts. In fact, the company's acquiescence to the Guild's demand for separate plans<sup>10</sup> appears to have been designed in part to put pressure on the pressmen; the company expected or hoped the union would do some internal policing of this overuse of sick leave. Finally, there is some substance to the overtime or premium-shift issue as well. In a recent negotiation, the company offered to add an additional pressman to the crew to reduce the use of overtime; the union refused. The company believes that under current conditions it has no opportunity to control costs.

The pressmen see the issues in the next round of bargaining as rather clear-cut. They fear further technological change as well as possible changes in newspaper format (for example, tabloids) affecting them, and rates of pay are high on their list of priorities, since they believe they were not successful on some economic issues in the 1978 round.

If the pressmen are the centre of much conflict, the photo-engravers, represented by the GAUI, might be classed as the mavericks though their numbers at Pacific Press do not form a significant portion of the local's total membership.

When the company moved from metal to plastic plates for printing, the stereotypers were supported by the other mechanical unions for jurisdiction over the new process, and the GAIU left the council. It was eventually successful in securing jurisdiction through arbitration.

The mailers, who handle the papers between the presses and the loading docks, are affiliated at the international level with the ITU. However, the two groups have little in common at the local level, apart from both being “mechanical” or “craft” unions. Other unions perceive (or fear) a connection between the two, but a common approach to issues is not evident. There is closer affinity between the mailers and the pressmen; besides the close production link between the two, both have manning clauses “under attack” by management.

The wholesalers are drivers affiliated with the pressmen; they belong to the same local. As a group, they are aware of their power.<sup>11</sup> Management could produce a paper (although a limited product) without union labor, but delivery in a highly-unionized area such as metropolitan Vancouver is a different matter. While there is little organizational connection between the mailers and the printers, there is a closer connection between the pressmen and the wholesalers: they have used the same individual as their bargaining agent.

## **The joint council**

The joint council is a loose organization of representatives of the two ITU locals (the mailers and the printers), the Guild, the pressmen, the wholesalers, and the GAIU.

The council evolved from the practice of some unions of sending observers to the negotiations of others. It began operating only a few years after the formation of Pacific Press in 1957. The council was considered necessary because differing contract expiry dates and varying union demands were working against the individual bargaining units in negotiations.

The first co-chairmen, who provided the impetus to start the council, were Len Guy<sup>12</sup> of the ITU and Bill McLeman of the Guild. Since that time, by common understanding, one of the co-chairmen has been a Guild representative and the other a representative of one of the craft unions (except during the 1978-79 strike when both co-chairmen, representatives of the Guild and the mailers, resigned to be replaced by representatives from the ITU and the GAIU). The other craft or mechanical unions, except the GAIU, immediately joined the council. The GAIU did join later, opted out in 1975, and rejoined in 1977. No major changes in the makeup of the council have taken place over the years except that the stereotypers, who were included at the beginning, no longer exist as an organization.

The “craft” or “mechanical” unions had co-operated in negotiations before the Guild’s involvement. The Guild, which saw a particular need to participate because key Guild rates were behind journeymen rates, has achieved major wage improvements since formation of the council.

The council has no constitution and no bylaws. Any procedural consistency that exists developed through common understanding between the parties. Meetings usually are attended by a business agent and a working member from each union except the wholesalers, who have no business agent (being represented by the pressmen’s agent) and therefore send two working members. Voting follows the principle of “one union, one vote”. Unanimity on all decisions is sought, but when

this appears impossible, majority opinion seems to prevail. This voting structure has been a source of conflict.

During the term of the collective agreements, the council does not meet regularly but convenes when there is an issue to be discussed, presumably at the request of any member. This may be as often as six times a month or as infrequently as once every two to three months. Issues of concern may include jurisdictional problems, disputes with the company over clauses that are common to all unions, or even a dispute with the company that affects only one union which wants the support of the council, or merely feels that other members of the council should know.

As negotiating time approaches, the council meets to discuss the common demands to be presented to the company. Items for negotiation fall into two categories: the "common" and the "peculiar". Most economic issues fall into the former category. Common demands (for example, health and welfare plans) are presented to the company on behalf of the council. Peculiar demands are presented by the individual unions on behalf of their own membership.

All unions exchange their peculiar demands with the company at the same time. Council members do not necessarily discuss peculiar items in advance among themselves, but representatives from non-involved unions can and do sit in on negotiating sessions. Negotiations on these issues are usually carried out on the union side by the business agent and at least one working member; the common items are negotiated by the co-chairmen of the council, who also act as spokesmen for the council. Peculiar items are resolved before negotiations on common items begin — except where negotiations break down early. An example was the 1978 negotiations, where any possibility of settlement over the pressmen's manning issue seemed so remote that collective bargaining at the "big table" began without a resolution of this issue in sight. Manning then became an item to be bargained between the council and the company.

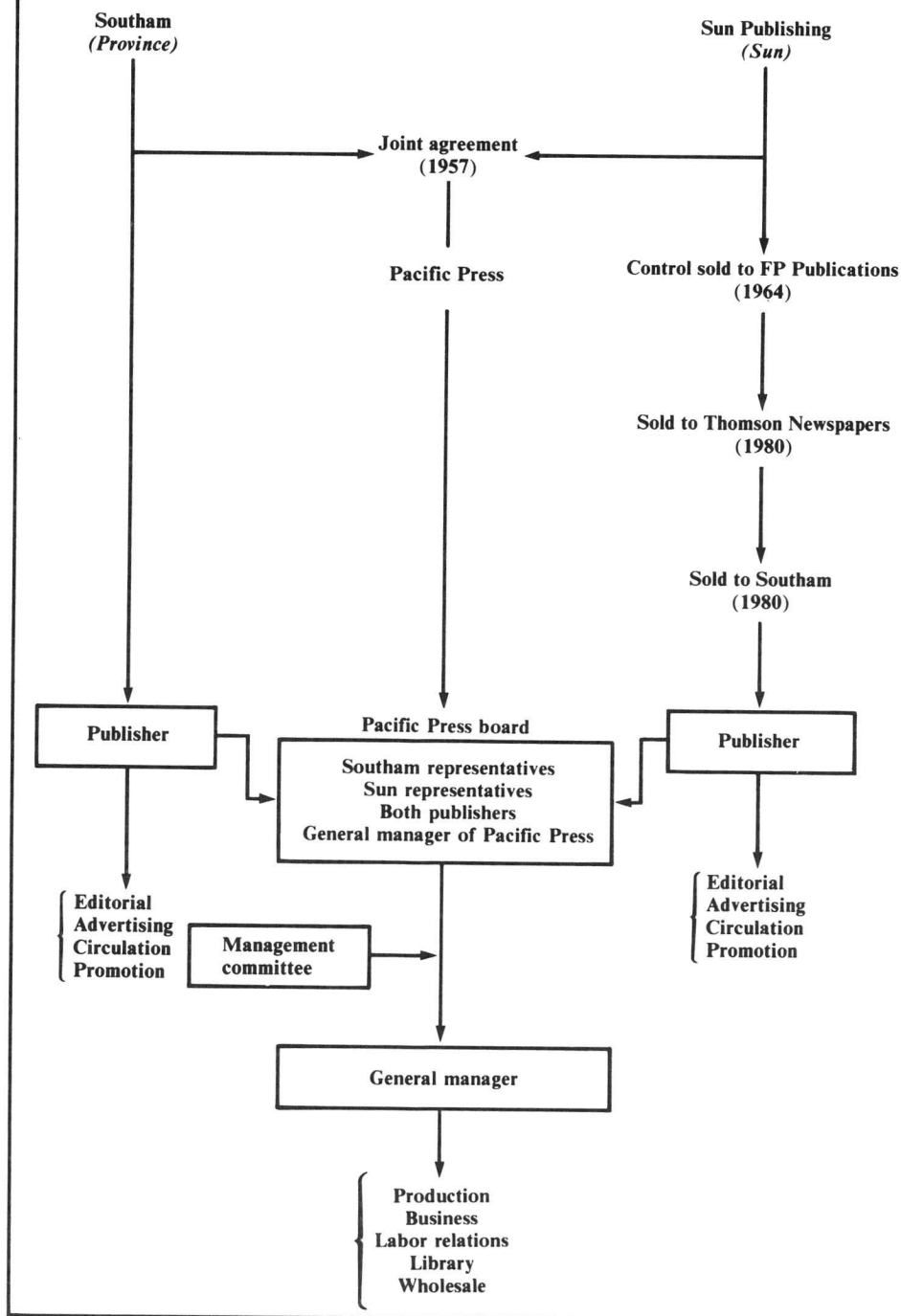
There are no constitutional requirements regarding strike votes or ratification votes. Because the council is *ad hoc*, there are no legal requirements either. There has been no consistency in the taking of strike votes, as a review of the bargaining shows. In practice, ratification of a new contract negotiated by the council is by a majority of members in each bargaining unit. Crucial ratification votes failed in two rounds of bargaining during the period under study. In 1974, the printers went their own way, and in the 1978-1979 round, the pressmen and the wholesalers rejected a tentative agreement. Each instance caused considerable tension within the council.

## **The employer**

Pacific Press was formed in 1957 as a result of a formal agreement between Sun Publishing Company Limited and Southam Inc. Until that time, the *Sun* and the *Province* had been published and produced by separate organizations. Each had its own plant and personnel. Under the agreement, Pacific Press undertook the common functions of production, business, labor relations, library, and wholesale distribution. Each paper retained its own publisher responsible for managing editorial, advertising, circulation, and promotion functions, though the employer for all personnel was and is Pacific Press. Table 3 provides a diagram illustrating these relationships.

**Table 3**

*Development and organization of Pacific Press Limited*



The separation of functions shown was designed to ensure a separate identity for each newspaper. Whether this was based on differentiating the market, fear of combines investigation, or other reasons, was not ascertainable. Whatever the reason, it seems clear that this division of duties has affected managerial decision-making.

The reporting relationships are complex. As Pacific Press is responsible for labor relations, its organization is ostensibly responsible for all personnel matters. In fact it does issue pay cheques, negotiate agreements, and deal with grievances. Editorial and marketing policy, however, have been the responsibility of the two publishers, who, until late 1980, reported to separate owners. Editorial and marketing policies have a significant impact on operating decisions of the general manager of Pacific Press who reports, through a board of directors, to the owner.

Evidence collected in interviews with various individuals and organizations suggests that the two owners for the majority of the period, Southam and FP Publications, had distinctly different philosophies: Southam was perceived as more conciliatory, with a view to a potential payoff in the longer term. FP was more likely to take a stand based either on principle or on short-term payoff.<sup>13</sup>

The position of president and chairman of the Pacific Press board of directors was held alternately by representatives of the two owners. The board hired the general manager. The different viewpoints of the two shareholders made decisions by the Pacific Press board difficult to achieve. Labor relations in particular were not discussed at board level. The general manager for most of the period under study found his industrial relations responsibilities too time-consuming and unproductive.

A management committee of five (two publishers, the general manager, and one representative from each owner) had little impact on policy-making. It seems clear that there was difficulty on most decisions. There were disagreements on policy, and this affected labor relations.

Union representatives were quick to provide examples of these difficulties. They cited instances where management apparently agreed to an item one day and changed its mind on the next. It would agree to the wording of a contract and later reject the union's interpretation. Management denies this, although this account of events was provided by several representatives of different unions.

One of several examples cited relates to publishing a Sunday paper. Management, the unions report, insisted that negotiations for clauses relating to a Sunday paper were in case of "an eventuality"; there were no plans for such a move at the time. Yet the company had a Sunday paper on the street within two months of the settlement.

While incidents like this are all too frequent in any labor-management relationship, the repetition of the same complaint suggests that there was basic internal disagreement over labor relations decisions.

Further evidence of the inability to resolve "internal bargaining" on the management side was shown by the publishers themselves. In acting as spokesmen on labor relations, which were clearly the role of Pacific Press management, the publishers further upset the unions. Another example of their interest overpowering their judgment was the publishers' decision to be present in Palo Alto, California, when talks continued there under a private mediator, John Kagel, during the 1978 negotiations.



Overall, the unions sensed an inability in management to “get its act together”. Several union leaders interviewed believed that common ownership will help management to resolve or prevent internal differences affecting labor relations.

## Ten years of conflict

During the 1970-80 period, there was almost continuous conflict at Pacific Press. Table 4 summarizes the six rounds of bargaining which took place, of which only two (1974 and 1977) were settled by or near the expiry of the old agreement. Of the remaining four, one involved a short disruption (four days in 1972); one involved a 13-day shutdown as well as considerable job action of short duration (1975); and two (1969 and 1978) involved extensive strike-lockouts. The pattern of the first, in 1969, set the tone for the conflict which ensued.<sup>14</sup>

### *The 1969-70 dispute*

The common expiry date for the main Pacific Press contracts (with the ITU, stereotypers, the Guild, pressmen, and mailers) was October 31, 1969. Negotiations began on July 19 of that year, with the joint council representing these unions. By September 25, talks had broken off, reportedly over economic items. Apparently the council had presented an economic package which the company found so expensive that management representatives refused to discuss it.

On November 6, the Guild called a membership meeting to obtain a mandate for a strike vote. Other demonstrations of union discontent were soon to follow: on

**Table 4**

### *Rounds of bargaining at Pacific Press, 1969-1980*

Date of expiry	Nature of resolution	Initial issues	Important events or outcomes
1969 <sup>1</sup>	Strike/lockout Feb. 25-May 15, 1970	Economic items Contract length	Publication of <i>Express</i> More than 70,000 man-days lost
1972	Strike/lockout Nov. 4-7	Technological change	Precipitated by S & P Distributors' employees
1974	Settled without strike, three days after expiry	Wages	
1975	Settled 8½ months after expiry. Considerable job action and employer shutdown	Application of AIB controls Jurisdictional dispute (stereotypers)	Jurisdictional disputes program established
1977	Settled on date of expiry		Lifetime jobs and four-day week for ITU
1978	Strike/lockout Nov. 1-June 27, 1979	Manning (pressmen) Exclusions (Guild)	Publication of <i>Express</i> 167,400 man days lost

<sup>1</sup> Common date of expiry on contracts in 1969 was October 31.

November 7 a production slowdown occurred; a week later 19 members of the union negotiating committee staged a 24-hour sit-in in a company conference room to protest management's most recent wage offer. The next day talks resumed between the two sides, and the day following it was announced in both newspapers that a settlement was imminent. This proved to be a false hope.

Five days later, on November 20, another major point of contention arose and prevented the negotiations from being concluded: the expiry date of the proposed agreement. The company wanted a longer contract and had increased its wage offer to 82 cents over this time period, while the council was insisting on a 24-month agreement. The unions would not budge on this issue because a longer contract would expire at the end of the company's major advertising revenue months, considerably reducing the power of the strike weapon. Other unresolved issues included pensions, severance pay, scheduling, a Guild shop, picketing clauses, starting times, exclusions, and the work week for sports reporters.

On November 20, a second sit-in was staged by union negotiators. On November 24, the Guild strike vote was taken and the outcome was 68.8 per cent in favor of a strike. During this time, slowdowns were continuing; Pacific Press filed damage suits and sought court injunctions against the pressmen, the ITU, and the mailers, for failing to provide enough qualified journeymen for overtime work, and for "concerted interference" with production.

Having reached another standstill in negotiations, the council sent a letter to the company on November 25 suggesting that the members of the company's negotiating committee appoint a mediator of their choice. The two sides did manage to agree to use the provincially-appointed mediator again, but, on December 21, after only 2½ hours of face-to-face negotiations, talks again broke down. The length of the contract was still the greatest stumbling block, but the unions were also claiming that the company was reneging on commitments previously made concerning an employee pension plan.

Slowdowns in the mechanical areas continued. On December 17, the council announced to the press that the unions were willing to make "considerable concessions" in their demands, but nothing appeared to come from this. Slowdowns continued and the dispute began to escalate, bringing charges and counter-charges.

On February 11, a court injunction was granted against the pressmen and ITU ordering an end to the slowdowns. On February 13, Pacific Press announced it was laying off 111 of 284 ITU members because of "production difficulties" owing to increased slowdowns after the granting of the injunction. By this time, all five unions involved had taken strike votes, and a majority in each bargaining unit had voted in favor of a strike.

On February 15, Pacific Press announced it was closing operations owing to its production problems, and cancelling union contracts that had been extended until a new settlement could be reached. The unions complained that the shutdown was illegal because it was not an official lockout. Later, the Guild filed grievances for each of its members with the aim of obtaining severance pay as required on layoff under Article VIII of the contract (the argument being that they had been laid off, rather than locked out). The company, for its part, stated that the three mechanical unions had been engaged in an illegal strike by undertaking slowdowns, which in turn forced the company to cease production. On February 25, the Guild officially

went on strike, the only union to do so during the dispute. Publication did not resume until May 15, 12 weeks and four days later.

On February 21, the first edition of the *Express* was published: the first of two alternative newspapers published by the union during the decade. There were to be 35 editions in all. The paper was published three times a week. All the *Express* staff were members of council unions. None received a salary. They did, however, receive strike pay which was augmented by distribution among all *Express* workers of profits from the newspaper. In addition, many *Express* employees sold the paper on the street and received a commission for each copy sold. It was estimated that a single worker earned about \$35 per week in strike pay, and a married worker with dependents up to \$65. However, with income from the *Express*, by the end of the dispute, many workers were reportedly earning nearly as much as they had made at their regular jobs. Many members of the craft unions, and some Guild members, were able to find employment elsewhere for part or all of the duration of the stoppage.

Late in February, international officers of the council unions became involved in the dispute. They managed to resolve several outstanding issues. In March, the Guild initiated grievances concerning illegal layoffs and severance pay. Several days later, Pacific Press launched a new suit against 334 employees from five unions. It charged that the defendants "supported, encouraged or condoned activities which were intended to or did restrict production at the plant". None of the defendants named was a Guild member. The *Express* stated that the legal action taken by the company strengthened its bargaining position because it now had something to withdraw when negotiations resumed.

On April 10, the November injunction against the slowdown was upheld in the B.C. Supreme Court. The court found that the officers of the pressmen, mailers, and the ITU had control over their membership and therefore had to take responsibility for the job action. Hearings on the contempt of court charges that Pacific Press had laid against the three mechanical unions for refusing to obey the injunction were adjourned in the Supreme Court during this period for fear that this might exacerbate an already tense situation.

Early in April, direct talks were scheduled to begin again, with the assistance of the B.C. Mediation Commission. By May 4, there was only one issue outstanding — a two-month difference in the starting date of the contract. This was finally settled when the council offered a package proposal to which the Pacific Press bargaining team agreed, apparently without understanding that, by agreeing, it could not negotiate further any of the items in the package. These rules were part of the bargaining structure imposed by the Mediation Commission. The Pacific Press representatives had wanted to bargain further on the starting date of the agreement; they were bitter at this outcome and the manner in which it had been achieved.

The new contract was for three years. The company dropped all charges against the unions and the Guild agreed to drop its grievances over severance pay. One of the most interesting items to come out of this set of negotiations was the "emergency hotline". A committee was to be formed with one representative from each union. If the company felt that employees were interfering with production, it could call a meeting of the committee to try to solve the problem. If the committee was unable to find a solution, an arbitrator was to be appointed within an hour. The arbitrator then had the power to make a binding decision on the spot.

In setting up the hotline, the two parties seemed to recognize that they could not resolve differences through discussion. The procedure was short-lived. It does not appear in subsequent contracts, and none of the individuals questioned about it recalled what happened to it.

During the 1970 dispute, more than 70,000 man-days were lost. This figure, converted into payroll terms, amounted to \$2.5 million. The company reportedly lost \$7.5 million in direct revenue.

### *The 1972 dispute*

In 1972, it took only two days for talks to break down between members of the Pacific Press negotiating teams and representatives of the council, this time composed of the Guild, pressmen, GAIU, ITU, stereotypers, and mailers. Collective bargaining had begun on September 14 as the three-year collective agreement then in effect was due to expire on October 31. Negotiations failed on September 16. It is clear that the relationship could not stand the normally protracted negotiations needed to resolve complex industrial relations problems.

The main issue in dispute was technological change. The company stated that in the event of a technological change affecting any employee, that person would be assured a job, but not necessarily the same job that he or she currently held. The unions wanted technological changes adversely affecting members to be subject to negotiation, and also demanded that any profits owing to greater efficiency from technological change be shared with their members.

On September 21, the unions applied to the B.C. Mediation Commission to appoint a mediator for the dispute. The mediator had little immediate effect; by October 7, four of the mechanical unions, the ITU, mailers, GAIU, and pressmen, had taken strike votes showing strong support for action. The stereotypers had indicated they would take a vote in the near future, and the Guild had not yet made a decision.

Talks were sporadic during October, but broke down on October 26. The general manager of Pacific Press said this was because the council wished to discuss technological change in isolation without considering how this would affect other items in the contract.

To complicate matters, on October 30, the Vancouver Printing Specialties Union, Local 598, served strike notice on its employer, S & P Distributors. Members of Local 598, which was affiliated with the pressmen, drove the delivery trucks carrying Pacific Press newspapers. If the union were to strike, both newspapers would be shut down; member unions of the council had said they would honor Local 598's picket lines.

On November 4, Local 598 went on strike. Production was halted on the *Province* and on the first edition of the *Sun* as the drivers' pickets were honored. On the same day, the ITU and the mailers served strike notice on the company, which responded by serving lockout notices on the mechanical unions, but not on the Guild.

On November 7, after 52 hours of continuous negotiations, the dispute was settled. The contract was to be two years in length with pay increases ranging from 20 to 24 per cent. The two parties agreed to a unique formula for technological change. The company would maintain the right to introduce technological change and reduce the work force by attrition, but once the size of any separate union

jurisdiction was reduced by five per cent, a formula required the company to pay the affected union the current basic wage rate of the displaced worker(s). The company was to bank the money for the union to draw and use as it saw fit. Possible ways for the formula money to be used by the union included payment to a displaced employee, shorter work days or weeks for union members (the union would make up the difference in pay for the hours not worked), and early retirement. Other items in the settlement included six months' notice before implementation of a technological change (instead of the usual three) if jurisdictional problems arose in the change; picket line clauses, and four weeks' paid vacation for employees with 10 years instead of 12 years' service. There was no difficulty in having the contract ratified.

It appears that little could occur in the way of serious discussion until the unions undertook job action. The first significant offer from the employer on the subject of technological change was finally made on the day of the strike by S & P employees. The use of power appeared entrenched as the determining factor in resolving disagreements.

### *The 1974 negotiations*

The main issue in dispute in 1974 was wages. The unions were demanding an increase of \$3 an hour "across the board" over a two-year contract. The company was offering \$1.10 in the top wage categories, with another increase to be negotiated the following year. When strike notice was given on behalf of the wholesalers (the former S & P employees whose company had been taken over by Pacific Press), the parties were still talking.

On November 4, a one-year contract was agreed upon. It included a wage increase of \$1.27 an hour, which amounted to 17.5 per cent for those in the top categories. Sick benefits and welfare benefits were frozen until the company could find a carrier for a health and welfare plan. The night differential was to increase from 5½ per cent to 7½ per cent.

All unions ratified the proposal except the ITU, which rejected settlement by a vote of 172 to 120. ITU members asked their leaders to attempt a resumption of bargaining. When ITU officers met with the company they failed to reach resolution so the executive called for another vote with a recommendation that members accept the collective agreement. This time the printers ratified the contract, but not without many protesting that they had been railroaded into it.

Of the six sets of negotiations under discussion this was one of the more straightforward, but the attempt by the printers to squeeze a better deal for themselves than for the other unions suggests a lack of solid support by the rank and file for the council.

### *The 1975-76 dispute*

In November, 1975, six days after the official expiry date of the collective agreements, the council applied for a mediator in an attempt to end the latest impasse in negotiations between the two parties. The issue this time was wage and price controls and how they were perceived. By late November, both the Guild and the pressmen had taken strike votes. On November 29, Dave MacIntyre, co-chairman of the council, announced that "extremely productive" talks were continuing between the two parties.

In January, while talks were still continuing slowly, video display terminals (VDTs) were being installed in the newsrooms. Because the VDTs would eliminate certain functions and change the nature of others, technological change again became an issue. The company's position was that it would guarantee jobs, but not necessarily those held by employees before the change. Transferred employees would receive equivalent pay if the work they then did was equivalent. At this point neither party was discussing exactly how many people would be affected.

In February, another complication arose. There was a question of whether lump-sum payments from technological change agreements could be paid beyond the limits imposed by the Anti-Inflation Board guidelines. In April, a third change-related problem arose.

The GAIU left the council over a flareup on a jurisdictional dispute between itself and the stereotypers. Both unions claimed their members should make the new type of press plates. Traditionally these plates had been made of metal by the stereotypers. Now they were to be made of plastic, and the photo-engravers claimed them as their jurisdiction. Talks again came to a standstill. Both the council and the company felt it was the other party's responsibility to resolve this dispute.

On April 29, the council asked the mediator to "report out", and on May 5, after more than six months of negotiations, the stereotypers served strike notice on the company. The company responded by serving lockout notice against all unions still in the council. On May 18, the council asked the CLC's jurisdictional umpire, Carl Goldenberg, to intervene but, for a variety of reasons, Goldenberg did not become involved. Ultimately, Paul Weiler became the arbiter in the case.

Two days later, the company submitted a package proposal to the council: Pacific Press would give all employees affected by technological change lump-sum payments, in return for which the unions were to eliminate restrictive work practices. These included the pressmen's manning clause, the right of the mailers to slow down the presses while counting newspapers, the resetting of preset advertising copy, and the premium the company was forced to pay for commercial work. The unions were to accept the transfer of employees within departments. To the company, some of these provisions were clearly "featherbedding", while the council accused the company of attempting to buy off the unions with a lump-sum payment; they were not willing to part so easily with their restrictive practices.

During June, several of the unions undertook job action in the form of study sessions, and the company went before the Labor Relations Board for a declaration of illegal strikes. Jim Kinnaird, former head of the B.C. and Yukon Trades Council, at the time working with the provincial ministry of labor, acted as mediator. Mediation began on June 23 and, by July 17, a settlement was achieved. One of the factors in the settlement was the active involvement of the new Labor Relations Board. The company was no longer able to take its rather strict legal approach, with emphasis on *ex parte* injunctions, since the company's application early in June to have "study sessions" declared to be illegal strikes provided the board with an opportunity to become involved.

The settlement called for a two-year contract with a 16-per-cent wage increase in the first year and an eight-per-cent increase in the second. In the event of jurisdictional disputes, a mediator-arbitrator would be appointed to resolve the dispute.



On July 24, a dispute developed about payment of retroactive increases. Company representatives stated they would have to wait for AIB approval before making any payments. The unions' position was that they had been told they would receive the increases three weeks after ratification. On July 27, a two-hour walkout took place to protest this turn of events. On July 31, and on August 3 and 4, production slowdowns were reported. From August 6 to 19, both newspapers were shut down.

Work was resumed after a Labor Relations Board hearing on the matter. The LRB ruled that increases above the AIB guidelines should not be paid until after a decision by the AIB; otherwise Pacific Press would be subject to financial penalties. The AIB subsequently ruled that there was no justification for increases above the guidelines. The LRB also proposed that the company abandon any claims to recover wages paid during the "study sessions" period that began July 26, and that the unions abandon any claim for pay during the shutdown period that had begun August 7. In recognition of the company's loss of production, the LRB ruled that Pacific Press could withhold 1½ days' pay from retroactive payments to each worker.

The aftermath of this dispute was bitterness. Members of some unions believed the closed-door mediation between the mediator, the pressmen's representative, and the employer's general manager produced an unfair settlement. The unions believed the employer showed bad faith in withholding payment, and the employer was bitter over job action against the AIB ruling, over which the company had no control.

But particularly noteworthy was the resolution of the issue of jurisdictional disputes. Changes in technology, especially the introduction of VDTs, created conflict between the Guild and the ITU. The agreed scheme provided for mediation-arbitration of these disputes. During 1977, Weiler, the arbiter chosen by the parties, handed down three awards under this scheme.<sup>15</sup> Agreement on this procedure removed one major area of potential conflict among the unions. It was not sufficient, however, to increase trust among them. The first award set out the principles to be followed in all the awards, but its result was the demise of the stereotypers' union.

### *The 1977 negotiations*

On September 8, 1977, the next round of negotiations began in the midst of acrimonious charges. The ITU complained to the Labor Relations Board that the company had launched a "campaign of non-compliance" with the provisions of its agreement regarding job security and technological change. The general manager replied that because the volume of business had declined, the company was justified in reducing the number of positions.

There were two additional complications. In the early stages of bargaining, Weiler's arbitration award gave jurisdiction over VDT functions in the newsroom to the Guild. The ITU composing room staff was given jurisdiction over material produced in written form from outside sources.

Another complication was the continuing program of wage and price controls. The agreement to be reached would be subject to AIB regulation. The unions recognized that while AIB guidelines were in force, the only way to increase benefits was to allow the company to reduce its staff freely and realize a saving on its labor bill. The unions decided to opt for job protection.

The Pacific Press negotiating team had a substantial agenda. It proposed a multi-party agreement to cover conditions that crossed jurisdictions. It also wished to stop the banking of funds in relation to technological change. In addition, it wanted to do away with the practice by ITU members of resetting advertising which came to the plant in print-ready form (historically known as "bogus type"). The manning clause in both the pressmen's and mailers' collective agreements was also held by the company to be the source of abuses.

On October 3, the company stated it wished to go to mediation. The Guild president replied that the two sides had not really begun to negotiate and suggested they should first attempt to do so face to face without involving an outside party. It was thought that the Guild took this stand because it did not want a mediator to interfere with its right to go out on strike on November 1. A Guild officer also accused a *Province* editor of distorting the union's words so that it would appear that the Guild had decided on a strike without attempting to deal with the dispute in any other way. He said the council had made a decision to supply no further information to the *Province* concerning contract talks. On October 13, John Kagel, a San Francisco lawyer, was appointed by the parties to mediate. Because he was a private mediator, the unions would still have the option to strike after the contract expired.

On October 14, Weiler handed down his third jurisdictional award, the second dealing with the allocation of work on VDTs. This dealt with miscellaneous functions (inputting television and other listings, copytaking, classified advertising, and corrections). The award followed the principles laid down in the first award and allocated some of the functions to each unit.

A tentative agreement was reached on October 31, the date contracts were to expire. The settlement was for one year and the wage increase was to be six per cent, the maximum allowable under AIB guidelines. The ITU was to be given a four-day work week by lengthening the work day, giving up one statutory holiday, and forgoing the wage increase. The activities of a committee dealing with reclassification due to technological change were to be resumed. The committee had a three-month time limit in which to determine changes regarding equipment already installed, after which, if no agreement had been reached, Kagel would be brought in to arbitrate a binding decision. The ITU also gave up the right to do reproduction ("bogus type") work in return for lifetime job guarantees for 290 regular printers. There was another change in the ITU's technological change clause: instead of the company banking equivalent rates of pay to the credit of the union if the work force was reduced by more than five per cent, reduction would be allowed at the rate of five per cent each six months in return for extending lifetime job guarantees to 24 substitute printers. All reductions were to be by attrition.

On November 7, all unions ratified the collective agreement.

During these negotiations, the company believed it had at last made some progress on restrictive practices. At the same time, the ITU, aware that its members' job functions were rapidly disappearing through technological change, had ironclad job guarantees.

With wages virtually non-negotiable because of AIB regulations, and with current jurisdictional questions out of the way, the presence of a skilled mediator knowledgeable about the industry appeared to allow the parties an opportunity to deal with the important issues at hand.



The outcome, however, may have given the employer unreasonable expectations about additional gains to be made in the next round.

### *The 1978-79 dispute*

With little preliminary discussion on either side, the pressmen announced, on October 7, 1978, that they would take a strike vote with the full endorsement of the joint council. This led to the breakdown of negotiations. On October 11, six unions applied for mediation. The Guild disagreed with the company's proposals concerning exclusions from the bargaining unit: according to the Guild president, his union would lose up to 100 members if it agreed to the exclusions the company had demanded. The company, on the other hand, maintained that its proposal would result in the exclusion of only six positions.

On October 13, the pressmen voted 93 per cent in favor of a strike. Three days later, a provincial mediator was appointed. Shortly afterward, the Guild voted 79.1 per cent in favor of a strike. Five days later both the pressmen and the Guild served strike notice, and the council asked the mediator to "report out" so that the two unions would be in a legal strike position at midnight on October 31. In response to the strike notice, the company served lockout notice on the joint council unions.

One of the main reasons for the strike threat was that the council's economic proposals had not yet been discussed. Other issues still in dispute were company proposals on the pressmen's manning clause, manning for mailers, contracting out, and the proposed exclusions from the Guild. According to Pacific Press, only 10 per cent of North American newspapers were still operating under a manning clause. In return, the employer offered to pay each pressman and mailer an average of \$5,000 in a lump sum. This was a revision of the proposal made during the 1975 negotiations.

The pressmen responded as the council had previously: their manning clause was not for sale for any amount. They argued that the company's proposal would lead to a loss of jobs for their union. On November 1, the two unions went on strike and the company locked out the other four.

The joint council reported in the *Express*, which was published for the first time on November 3, that a Pacific Press spokesman had "boasted of the company's extensive strike insurance and its careful financial preparations for a long union-busting shutdown and the public be damned". The spokesman said he had been misinterpreted. The first part of this statement — that the company had strike insurance for six months — was commonly believed in the community, although its existence was never confirmed.

Accusations were flying in public between the two parties. The president of the Guild (and co-chairman of the joint council) accused Clark Davey and Paddy Sherman, publishers of the *Sun* and *Province* respectively, of trying to turn the Guild membership against the pressmen. Sherman said the joint council had deliberately attempted to mislead the public and the membership by saying that the lifetime job guarantee made by the company to the pressmen and mailers would be negotiable for every contract. Davey accused the president of the Guild of having a credibility problem.

After several attempts to resume bargaining the mediator declared a 10-week cooling-off period. At the time of the suspension the council suggested that a news

blackout be maintained. The company rejected the proposal. More accusations appeared in the media, with each side taking shots at the other. George Dobie, writing in *B.C. Business* on December 4, suggested that, since the company did not attempt to keep negotiations moving, the issues in dispute must be of more significance to Pacific Press than the short-term Christmas gain the papers would have achieved by publishing.

On January 5, 1979, the Guild invited international officers of the Guild and the ITU to participate in negotiations with the company. A month later talks finally resumed, the cooling-off period having expired. The publishers suggested that the issues still in dispute be sent to arbitration, but did not specify whether they wished the award to be binding. This set of negotiations proved to be relatively productive, because the parties agreed to put the manning issue aside temporarily so headway could be made in other areas.

On March 19, word came out that the company had made an offer the previous week which included a total package increase of 26.2 per cent over three years, on condition that the manning issue be submitted to compulsory arbitration. On the same day, Kagel, the private mediator/arbitrator who had been holding separate discussions on wage differentials for Guild VDT operators, took over as mediator. Kagel insisted on carrying on the negotiations at his home in Palo Alto, California, so members of both negotiating teams, including the two publishers, flew there to continue the bargaining while talks continued in Vancouver with individual unions over non-contentious issues. It was generally believed that the company's strike insurance had expired and competition from small suburban papers was exerting some pressure.

By April 24, the council had rejected the wage proposal because it had been contingent upon the acceptance of binding arbitration. There is evidence that the council suggested to both the company and the pressmen that there be a provision to reduce manning by one man per press. The pressmen proposed instead that the parties turn the matter over to a union-management committee. They said they were reluctant to go to binding arbitration because, in the past, they had lost disputes handled this way. After their rejection of the binding arbitration solution, and after Kagel made public a report stating that the pressmen would have to alter their stand if the dispute was to be resolved, the pressmen walked out of the joint council.

Dobie, writing in the *Express* on April 25, suggested that neither the pressmen nor the company had acted intelligently over the manning issue, because for a long time neither side was willing to compromise. Management, he reported, wanted the whole provision removed, while the union was not willing to budge from the existing clause.

Between April 25 and April 30, talks continued, with Kagel mediating, but without the pressmen in attendance. On May 7, the company revived its unfair labor practice charge, first filed with the Labor Relations Board in early November, against the pressmen for bargaining in bad faith. The Guild put forward a motion, which was carried by the membership, to ask Pacific Press and the Pressmen's Union to agree to binding arbitration on the manning clause.

On May 17, Kagel resigned. Apparently the council and the company had been close on economic issues, but talks had again broken off. Both sides had agreed on the length of the contract and the final rate for key classifications in the Guild

contract, but not on how increases were to be distributed during the term of the collective agreement. Issues still to be resolved included the final resolution of the wage package, the manning clause, the company's bid for straight-time work on Sundays in the event that it produced a Sunday edition, and problems with the back-to-work agreement over vacation time accrued.

On May 29, the pressmen put forward a proposal concerning binding arbitration of the manning issue which was rejected by Pacific Press. According to the company, the pressmen wanted to limit arbitration to the manning clause alone, which could mean that changes might be restricted or contradicted by other sections in the contract. In addition, the company representatives did not accept the pressmen's suggestion that changes with which they disagreed be postponed to the next contract.

Jim Kinnaird, who by this time had become president of the B.C. Federation of Labor, advised Pacific Press that the pressmen, since making this last proposal, had the support of his organization. Kinnaird said management had asked for binding arbitration of the manning issue all along, and now was doing an "about face" by demanding that the whole contract be arbitrated.

On June 2, the two sides finally agreed to submit the matter to arbitration. The company accepted the pressmen's demand that changes made in the arbitration award not be implemented until the end of the contract term if they did not meet the pressmen's approval. Two days later the co-chairmen of the joint council resigned. They argued that they had been close to a settlement of the economic issues and then, when the pressmen agreed to send the manning issue to arbitration, with the support of the ITU, GAIU and wholesalers, they wanted to put a price tag on the manning offer by reopening the wage issue. The next day new co-chairmen were appointed, one from the ITU and the other from the GAIU. On June 7, the two parties met with the head of the provincial mediation services. A tentative agreement was reached in two days, but the pressmen rejected it by 74 per cent. They opposed the contract length, they wanted a higher weekly wage, and they were angry about a clause in the back-to-work agreement that would implement recommendations of an inquiry panel on manning three months before the contract expiry date. The wholesalers voted to reject the contract; the Guild voted 71 per cent in favor. Because ratification by a majority in each union was required by the terms of the proposed contract, this was not sufficient to end the dispute, even though an overall majority of 68 per cent had voted in favor.

An attempt to bring the company and the three dissenting unions together was made by the provincial mediation branch. The *Express* announced later in the week that it would shut down on June 22. Although the reason given was that the paper was facing a shortage of newsprint, it was generally thought the move was made to put pressure on those holding out to settle. On June 20, the ITU reversed its stand after the company agreed to minor changes in the contract language. The ITU had been only slightly short of a majority of members ratifying the contract the first time, and this time obtained a majority.

On the day the *Express* shut down, a meeting took place between representatives of Pacific Press and the B.C. Federation of Labor, representing the pressmen. After that meeting the two dissenting unions, the pressmen and wholesalers, agreed to a second ratification vote. On June 27, the dispute was finally over; the two unions had voted in favor of a return to work. In return for a ratification vote, management

had agreed to stall one more month before implementing the results of the inquiry commission on the manning issue. However, it was clear that the pressmen were bitter at the way the dispute had finally ended. They believed they had been pressured into ratifying the agreement.

By June 29, both newspapers were back on the street. The expiry date for the new contract was February 28, 1982. It called for an increase of 34 per cent over 40 months. The strike had lasted 240 days, and accounted for one-quarter of the total man-days lost through labor disputes in B.C. during 1979.

This clash was not a repeat of the 1969-70 dispute. In the interim, many major sources of conflict had, or apparently had, been resolved. The resolution of jurisdictional disputes should have improved relations between the unions but, under the surface, they were at an all-time low. Secondly, the company's willingness to provide compensation and guarantees for change should have provided a basis for settlement, but the trust level between the two sides was also at an all-time low.

### **Significant 1980-81 events**

On June 3, 1980, John Kagel handed down an award on a pay dispute which had arisen during the last round of negotiations. He ruled that introduction of VDTs had changed the functions of at least four Guild job classifications in the editorial departments, and the parties should attempt to negotiate compensation for the 40 to 50 people working in these classifications. The Guild was unhappy with part of the award because Kagel rejected any additional pay for reporters or copy editors for VDT use; he ruled that their work had "not substantially changed". Since the Guild and the company could not settle the VDT pay issue, it went back to Kagel for binding arbitration. He handed down an award on October 1. Increases in pay for the four classifications affected were to be between five and six per cent, retroactive to July, 1978. On February 12, an appeal by the Guild to the Labor Relations Board on this decision was rejected by the board.

On July 17, 1980, Judge D.E. (Ted) McTaggart was named as head of the inquiry into the manning dispute, as agreed in the settlement. Because of his busy schedule, the inquiry was expected to proceed slowly.

Nine months later, on April 16, 1981, Judge McTaggart, in a surprise move, resigned as chairman of the manning arbitration. In doing so, he submitted a report to the LRB on the results of his mediation efforts carried out under the back-to-work agreement which had been written with the board's assistance. The question was whether his report should be considered final and binding. The pressmen believed it should have been; the employers believed the agreement called for a full formal hearing, in addition to the mediation efforts already attempted, before a binding recommendation could be made. The disagreement was the cause of job action in April. By the summer, the company agreed to implement McTaggart's findings in the interest of improving labor relations. Although the company achieved some relief from overtime, the pressmen's position prevailed in McTaggart's recommendations.

### **Collective agreements at Pacific Press**

Before examining the collective agreements at Pacific Press in more detail, a few general comments are needed. First, there is a lack of consistency among

agreements. There are a few common clauses in all agreements, the most notable being the technological change clause and the jurisdictional disputes procedure. Otherwise they have little in common.

There is no apparent order to any of the agreements. This may be because of an inability to agree to work toward keeping the contract language “clean”. Developing a sense of administrative order is one sign of a more mature relationship. For example, the employment security clauses in the Guild’s agreement were in place before the technological change clauses were added. A reading of these two sets of clauses suggests that, under some circumstances, the provisions would be in conflict. It also seems clear that the “crisis bargaining” in which the parties engage has an effect on the quality of the agreements made, which in turn can have significant influence on day-to-day interactions.

The diversity of the unions must also be recognized as one of the contributing factors to this situation. The craft unions in the newspaper industry are among the oldest trade unions in North America, and carry a significant tradition. The Guild, on the other hand, particularly to the degree that it is dominated by the editorial staff, is concerned with individual and professional issues as well as traditional trade union issues. Thus, the Guild follows the principle of merit in pay rates by negotiating minimums, giving individuals the right to negotiate above them. Also written into contracts are clauses relating to the use of bylines, and to legal protection for stories written.

In general, the unions have a strong set of rights — union or closed shop, checkoff, the right not to handle “struck work”, or not to cross a picket line. In addition, the two ITU units have a clause requiring the employer to honor the general rules of the union. Two (GAIU, and mailers) contain a prohibition on contracting out; one (electricians) requires that subcontracting be to IBEW members; and one (Guild) limits the employers’ use of freelance writers and subcontracting.

The unions have historically held a significant degree of power at Pacific Press. As the record shows, they have not been afraid to use that power. In fact, while both sides are technically capable of publishing a newspaper during a strike, only the unions have done so. There is a recognition by management that it would not be able to distribute a “hot” newspaper under strike conditions.

There are no management rights clauses as such, but there is a clause in five agreements referring to the rights of both parties. Management has the right to introduce new processes and technological change, provided the effects are cushioned in a variety of ways. These include notice, retraining, and the banking of hours if the work force is reduced by more than a specified amount, and only through attrition. This banking provision has never been triggered, even with declines in some union memberships or with the extensive technological changes instituted.

Provisions regarding reductions in staff, some of which overlap, indicate the major areas of union concern. Negotiations still involve these issues, though there have never been layoffs as a result of technological change, and all full-time employees have guarantees of work in the event of such change (lifetime for the ITU printers and mailers, age 65 for the other unions). The company retains the right to lay off workers for economic reasons, and relocation provisions are available in that eventuality. The fact that the unions continue to dwell on these issues indicates their lack of trust in management.

Only the Guild has provisions dealing with transfers and promotions, with considerable emphasis on promotions (seniority only if ability is equal). All unions make reference to seniority. In some cases the reference is to preferential jobs (printers); choice of runs (wholesalers); layoff (Guild, pressmen, wholesalers, machinists); or for extra work (mailers).

Perhaps the most important clause in maintaining continuing relationships among the parties is the jurisdictional disputes clause. According to management, it had advised the unions many times during the 1960s that technological changes were coming, and it was therefore important to deal with questions regarding jurisdiction. The unions, of course, did not. Management "didn't want to get involved, because we might not be able to extricate ourselves" from the resulting problems. Management, however, often fails to appreciate the sacred nature of jurisdiction, and the political risks for a leader perceived to be "giving up" a claimed function or job or process. The clause eventually agreed to in negotiations provides for mediation, then arbitration of any jurisdictional dispute resulting from technological change.

### **Not always solidarity**

Because unions are reluctant to "wash dirty linen" in public, it was difficult to obtain clear statements regarding their positions about internal problems in the council. However, interviews with six union leaders who have been co-chairmen indicate that although an attempt is made to maintain a solid front when facing the employer, there is not always solidarity within the council.

One problem concerns the "one union, one vote" policy. This has created real or perceived power inequalities within the council. There are bargaining units within the council which are not totally independent; both the mailers and the printers belong to the ITU, and the wholesalers and pressmen are part of the same local of the IPGCU. Therefore, when fundamental issues are to be decided, bargaining units with formal ties will tend to side with each other and form potential power blocs in the council. Unions without these affiliations fear these power centres.

The only instance of a union pulling out of the council prior to the 1978-79 strike occurred when the GAIU left in 1975. At that time the IPGCU had three bargaining units in the council — the third being the stereotypers. The stereotypers were involved in a significant jurisdictional dispute with the GAIU which, if lost, would mean the demise of the stereotypers at Pacific Press. With three unions opposed to it on this issue, the GAIU withdrew from the council. The issue was subsequently resolved by the jurisdictional umpire, Weiler, in favor of the GAIU.

The complicated relationship among the parties affects bargaining. During the last set of negotiations, when the pressmen left the council, the wholesalers did not. The business agent representing the wholesalers was the same individual who represented the pressmen. After walking out of the council as the pressmen's representative in the manning dispute, he came to the council's next meeting as the representative of the wholesalers. At one point after the pressmen's departure, the council was close to a settlement with the company. But agreement was reportedly blocked by the wholesalers or their bargaining agent, or both.

Members of some units interviewed indicated a preference for a more formalized structure. The Guild and the GAIU are not part of any power centre and perhaps see the possibility that rules would alleviate the problem of potential bloc



voting. The Guild also wants a more formal structure. As the largest union, it would benefit from some form of proportional representation.

One union suggested that formal procedural rules were necessary to prevent individual units from not following through on decisions agreed to by the whole council when it was not in their individual interest to do so. For example, at the conclusion of the 1974 negotiations, the ITU leadership was instructed to try to obtain a better settlement, while the other unions ratified the existing proposal. In the last set of negotiations, when a tentative settlement was reached, all representatives on the council agreed to try to "sell" the agreement to their membership. At least one union reneged on this agreement.

The craft unions believe the internal politics of the Guild either did, or could, affect its relationship with the council. The Guild represents a large number of diverse occupational groups and few issues are common to the whole bargaining unit. The Guild's executive has been dominated by the vocal editorial group for the past 10 years, but the issues that concern editorial staff are not necessarily those that concern other Guild members, or the craft unions. The Guild's leadership has lacked continuity; one recent president did not serve his full term, and the current president withdrew temporarily. Both acts were the result of disagreements within the union.

Other council members say they always seem to be dealing with unknown entities who don't appear to have a clear mandate from their membership. They believe this instability hurts the solidarity of the council. Perhaps most significant of all, other unions are frequently forced to depend on a person with little or no bargaining experience to represent them as a co-chairman during negotiations.

Although the unions comprising the council have produced leaders who have made their mark on the labor movement in B.C. (particularly Len Guy and Dave MacIntyre), a leader has never been able to guide the council through its complex problems. Other trade union councils in B.C. have had similar difficulties but have managed to develop a more cohesive organization.

The strike of 1978-79 saw the biggest rift develop in the council. By the end of April, 1979, the work stoppage was six months old, and the pressmen were still not prepared to move on the manning issue. Pressure was brought to bear by the council and by the mediator, who publicly stated that pressmen would have to alter their stand if the dispute was to be resolved. The pressmen lost the support of other members of the council (except the wholesalers) when they left the council over the issue and blocked a tentative settlement between the other unions and the company. Eventually the B.C. Federation of Labor persuaded the pressmen to agree to binding arbitration and then to accept the company's offer, which the other unions had already accepted.

The federation became involved when it became clear that action by other council members against the pressmen would reduce the council's future ability to present a solid front to the employer. Since the council had almost reached an agreement without the pressmen, some council members would probably cross the pressmen's picket lines, which would be a serious situation for the labor movement in B.C. One union representative indicated that members of his union would be prepared to cross a picket line should a similar situation occur in the next negotiations.

All unions interviewed believed, and the company confirmed, that Pacific Press would prefer to bargain with a joint body of unions to prevent whipsawing, and for

greater ease in administration. The unions considered it a possibility that the company might appeal to the minister of labor to impose a joint council under Section 57 of the B.C. Labor Code<sup>16</sup> if the differences among members of the existing council were interfering too much with the collective bargaining process. All unions believed that an imposed formal council would be a mistake. Those in favor of a more formal structure were optimistic that improvements could be made before the next negotiations, but one union was adamantly opposed to change.

## Conclusions

Several related themes run through this study: the unions' mistrust of management, which is not necessarily reciprocal; the use of third parties to resolve disputes, and the lack of consensus within the council on the one hand and the company on the other.

Management has guaranteed that no one will lose employment as a result of technological change. But the unions fear a loss of pride, skills, and tradition, among other things. Management appears not to have recognized that there is more to working than having a guaranteed job.

The unions also mistrust management because they feel it intentionally repudiates promises, agreements, and intentions. A possible cause may have been the system of joint ownership and dual reporting in Pacific Press senior management.

Management does not mistrust the unions to the same extent. It appears to have an increasing understanding of the problems faced by the council, including the relationships among the unions. There was no evidence of an attempt to exploit these obvious difficulties, which is not to say that management's goals or strategy are necessarily good or appropriate. It does appear that there has been a minimum amount of time and energy spent on developing an improved industrial relations climate. The earlier approach to labor relations was to enforce, or attempt to enforce, strict legal rights. The legal system was used to obtain or to maintain a position that, in the strict sense, was management's right. The new B.C. Labor Code forced a change in this approach, but a pattern of relationships was already established. These relationships became more entrenched as differences surfaced on technological change, jurisdictional issues, and leadership roles. Even though procedures now exist for the settlement of these issues, the underlying mistrust remains.

The extensive use of third parties reflects a lack of maturity in the relationship. Both sides believe the other suffers from an inability to make decisions, and both rely on mediators to resolve the other's internal bargaining. This is particularly evident in the number of disputes resolved by arbitration.

The problem may have been resolved on the management side by common ownership of the *Sun* and *Province*. If the more conciliatory Southam approach prevails, there may be an improvement in the climate. Certainly the publishers will not be making provocative public statements during the next round of bargaining, and management anticipates improved internal control and a more unified approach in relationships with the unions.

Concentration of ownership of newspapers in Vancouver has not led to an increased concentration of power. Concentration of power — in the industrial sense



— already existed in Pacific Press. Common ownership may, however, rationalize the use of that power.

But it takes two to make a relationship work. There remains much bitterness within the council as a result of the 1978-79 negotiations, and there are differing opinions on how to prevent this from affecting solidarity in future negotiations. There are also differences about whether anything should be done. Industrial relations are inherently affected by these conflicts. Improved relations at Pacific Press will depend on their resolution.

### Acknowledgements

The authors wish to acknowledge the assistance of many people who granted them time for one or more interviews. Thanks are also extended to Mark Thompson, Paul Weiler, and particularly Gérard Hébert for helpful comments on earlier drafts. The authors hope their report is fair and accurate, but they alone accept responsibility for deficiencies.

### References

1. One other newspaper, the *Columbian*, based in New Westminster, publishes six days per week. It had a 1980 circulation of 32,000. There is also a variety of smaller community newspapers, most of which publish once a week.
2. Population figures are estimates used by the Audit Bureau of Circulations. The 1970 figures are: metropolitan Vancouver, 851,900; retail trading zone, 316,025. The 1980 figures are: metropolitan Vancouver, 755,500; retail trading zone, 559,000. Vancouver itself represented about half of the metropolitan figure in the early 1970s; it has since been declining proportionately.
3. This challenge to the labor movement is reviewed in Chapter 1 of Paul Weiler's book, *Reconcilable Differences: New Directions in Canadian Labor Law*. Toronto: Carswell, 1980.
4. These earlier struggles are well documented. See, for example, James Matkin, "Government Intervention in Labor Disputes in British Columbia", Morley Gunderson, ed., *Collective Bargaining in the Essential and Public Services*. University of Toronto Press, 1975.
5. The Labor Code of B.C., adopted in 1973, has been the subject of many analyses. One of the most detailed is H. Arthurs, "The Dullest Bill: Reflections on the Labor Code of B.C." 9 *UBC Law Review*, 1974. The quotation is from Weiler, n.3, p. 70.
6. Sections 57 and 58 dealing with the formation and dissolution of councils of trade unions were included in amendments made in 1975; Sections 59 and 60 provide a voluntary or conservative system of accreditation of employers' organizations. B.C. Labor Code, R.S.B.C., c. 212, 1979. For a description, see Weiler, n.3, pp. 162-164.
7. Stuart Jamieson summarizes these trends in *Industrial Relations in Canada*. Toronto: Macmillan, 1973, p. 81.
8. Employers' Council of British Columbia, *British Columbia Collective Bargaining Environment 1981*. Vancouver: 1981, p. 41. The Employers' Council figure is 43.7 per cent.
9. Sources for this section were interviews with at least two officers for each of the unions, except for the Mailers' Union, where one telephone interview was conducted.

10. Health and welfare plans are administered by separate trustee boards. Except for the Guild, all plans are insured. The Guild's plan is contracted on an "administrative services only" basis.
11. In the 1972 negotiations, the drivers, then employed by S & P Distributors, a separate company, were able to exert sufficient pressure on their employer by threatening a shutdown of Pacific Press to bring about a relatively quick settlement. Even though they are now directly employed by Pacific Press, they retain the traditional name of "wholesalers" rather than deliverymen.
12. Guy went on to become the head of the B.C. Federation of Labor.
13. Several interviews were conducted with management personnel. A total of five individuals were interviewed at least twice. In addition, a telephone interview was conducted with a former senior executive.
14. This section is based on written accounts from various newspapers, including the *Sun*, the *Province*, the *Express*, and other local publications, and the *Globe and Mail*. An extensive clipping file was made available by the Pacific Press library.
15. The first, dated September 6, 1977, dealt with the installation of video display terminals at Victoria Press. The second, dated October 13, 1977, dealt with several items left in abeyance at Victoria Press, and with the work generally at Pacific Press. The third, dated January 19, 1978, dealt with the problem of wire service copy related to the use of VDTs. The printers argue that they lost heavily in the Weiler awards. The union contended that Weiler did not listen to them and did not take into account the contract language which contained evolution terms.
16. Section 57(5) of the B.C. Labor Code states in part: "The board may make orders and issue directions as it may in its discretion consider necessary or advisable respecting the formation of councils of trade unions and the fair representation of the trade unions composing the council." The newspaper unions are well aware that the voluntary joint council which exists in the construction industry was formed under threat of a formal council being imposed by the board.

# 3

## Winnipeg: a “straight kill”

by Allan Patterson

On August 27, 1980, in its 91st year, the *Winnipeg Tribune* published its final edition. The announcement had been made to *Tribune* employees that morning by Gordon Fisher, president of Southam Inc., which had owned the *Tribune* since 1920. The announcement was accompanied by a statement from the *Tribune*'s publisher, E.H. (Bill) Wheatley. It was stated that the paper (affectionately known as the *Trib* by staff and readers alike) had fallen into a loss position in 1969 and had been unable to capture the dominant position over its competitor, the *Winnipeg Free Press*.<sup>1</sup> (The *Free Press* had been acquired from FP Publications Ltd. in January, 1980, by Thomson Newspapers Limited.)

This study is of industrial relations in Winnipeg's daily newspaper industry during the 1970-1981 period, that is, primarily the 10 years preceding the demise of the *Tribune*. It is a description and explanation of the industrial relations scene and climate. Its purpose is to determine, to the extent possible, what effects, if any, industrial relations may have had on the decision to close the *Winnipeg Tribune*.

For the purposes of this study, the *Free Press* was able to supply copies of all collective agreements during the 1970s, with the exception of the pressmen's 1970-72 agreement, which was supplied by the union. Such ready and easy access to *Tribune* agreements was not possible since the *Tribune* files had been quickly cleaned out after its closing and only essential and recent documents sent to Southam's head office. Manitoba's department of labor and manpower was able to supply, from its files, copies of *Tribune* agreements only for the late 1970s. Most of the earlier agreements were obtained from either union files or former members of certified *Tribune* units. Thus there are a few *Tribune* agreements missing from the period under review, but the number is not significant. The certified bargaining units are listed in Appendix A, and the employees covered by them in Appendix B. In addition to analyzing these collective agreements the author interviewed more than 20 representatives of labor, management, and government.

### Winnipeg's dailies: a short history

Winnipeg had been well served by its two daily papers, the *Free Press* and the *Tribune*. Although the *Free Press* held the dominant position in circulation and

prestige and was more widely known (due, in part at least, to the energies of Sir Clifford Sifton and the legendary John W. Dafoe) both papers had long been rated as among the best in Canada.<sup>2</sup> One scholar has ranked the *Free Press* among the best newspapers in the world.<sup>3</sup> A short history of the two papers is essential to an understanding of their labor-management relations during the decade of the 1970s.

### Winnipeg *Free Press*

The Winnipeg *Free Press* was founded in 1872, as the Manitoba *Free Press*, by William Luxton and John Kenny. It was a success from the start. John Wright Sifton, a telegraph and railway contractor and a member of the Manitoba legislature, acquired stock in the company; by 1898, the Sifton family held controlling interest. The interest was held principally by John Wright Sifton's second son, Clifford, the Liberal politician who spearheaded the great wave of immigration which opened up the Canadian West and who was knighted in 1915. In 1901, John W. Dafoe, who had been city editor from 1886 to 1892, returned from Eastern Canada to become editor-in-chief, a position which he held until his retirement in 1944. Dafoe was an outstanding journalist and, under him, the *Free Press* became internationally known and respected.

Sir Clifford Sifton, who died in 1929, acquired the Saskatoon *Star-Phoenix* and the Regina *Leader-Post* in 1928. Victor, his youngest son, was publisher of the *Leader-Post* until 1935, when he came to the *Free Press* as general manager. In 1944, he became publisher and president.

Richard S. Malone, who rose to the rank of brigadier in the Second World War, had joined the *Free Press* in 1936. He returned from active service to become assistant general manager and later vice-president.

The Sifton family interests were split in 1954 when Victor Sifton assumed proprietorship of the *Free Press* and the weekly *Prairie Farmer*, and Clifford Sifton, the Saskatchewan papers and radio interests.

In 1959, Victor Sifton and Calgary oilman Max Bell announced the formation of FP Publications Ltd., which controlled the Ottawa *Journal*, the Winnipeg *Free Press* and the *Free Press Weekly*, the Calgary *Albertan*, the Lethbridge *Herald*, the Victoria *Times*, and the Victoria *Daily Colonist*. The circulation of the six dailies was 295,000. The Vancouver *Sun* joined the FP group in 1963, the Toronto *Globe and Mail* in 1965, and the Montréal *Star* in 1973.

On Victor Sifton's death in 1961, his shares moved to his children and his son John became president. His tenure was cut short by his death in 1969. In 1961, Richard S. Malone was appointed publisher of the *Free Press*; he retained his positions as vice-president and general manager of FP Publications.

In 1974, the head office of FP Publications was moved to Toronto, to the *Globe and Mail* building. At that time, Richard C. Malone, Richard S. Malone's son, was appointed *Free Press* publisher and Reginald H. Shelford became president and general manager. In 1979, Donald Nicol was appointed publisher. Shelford retired in 1980.

By 1975, the circulation of the FP group of daily newspapers exceeded one million and was the largest in Canada. In January, 1980, control of FP Publications Ltd. was acquired by the Thomson organization.<sup>4</sup>

## Winnipeg *Tribune*

The first edition of the *Winnipeg Tribune* was published on January 28, 1890. For some weeks prior, Winnipeg had had only one paper because the *Free Press* had absorbed its chief competitor, the *Sun*, in December, 1889, as it had earlier absorbed the *Morning Call*. The *Tribune's* founders were Robert L. Richardson, who had been city editor of the *Sun*, and Douglas L. McIntyre, who had been in charge of a paper in Port Arthur. In 1913, the paper moved into its new building at Smith and Graham, where it remained until its closing.

In 1920, the *Tribune* was acquired by Southam Inc., whose holdings had started with the purchase of the *Hamilton Spectator* by William Southam in 1877. Later, in 1920, the *Tribune* absorbed the *Telegram*, the once flourishing paper whose vociferously pro-management stance during the famous 1919 Winnipeg general strike helped to weaken it to the point of being vulnerable to takeover. Winnipeg again became a two-newspaper city. Control of the *Tribune* remained with Southam for the remainder of its life.<sup>5</sup>

A.R. Williams, who retired in 1977, was publisher of the *Trib* for most of the period under review in this study. E.H. (Bill) Wheatley succeeded him and remained publisher to the end. George H. Townsend was business manager for the decade.

## *The ITU strike, 1945-46*

In November, 1945, the printers in the composing room of both the *Tribune* and the *Free Press* went on strike. The papers went to joint publication, and explained the issue thus:

The chief point of contention has been the printers' insistence that the new contract include without alteration their union's regulations as determined and interpreted by International headquarters at Indianapolis, and that disputes involving these regulations shall not be subject to settlement by arbitration under Manitoba or Dominion laws.<sup>6</sup>

Only one day of publication was lost before the joint paper began publication from the *Free Press* plant. Men were hired to cross the picket lines and take the jobs of the strikers; for the most part, they were servicemen returned from the war. After a few months of training, the *Tribune* took about half of the new recruits and returned to production in its own building. Both papers then hired more men to get back to full staff. They also offered to hire back any of the strikers who wanted to return. The ITU lost the strike. The new men hired then were the oldtimers of the 1970s.

There have been no work stoppages at either paper since then.

## Context

### *Product market*

Winnipeg is a mature newspaper market. It had been a two-newspaper city since 1920. The city had its heyday in the early decades of the century, more than quadrupling its population between 1901 and 1921 (as shown in Table 1) and the newspapers grew with it.

**Table 1***Winnipeg population by census years*

Year	Population
1891	25,639
1901	42,340
1911	136,035
1921	179,087
1931	218,785
1941	221,960
1951	235,710 <sup>1</sup>

Source: Dominion Bureau of Statistics. *Canada Year Book*, 1942 and 1957-58; *Canada Handbook* 1946.

<sup>1</sup> Census metropolitan area population 354,069.

**Table 2***Population of census metropolitan areas*

	1951	Based on 1971 boundaries 1971	1980	1951-80 % increase
Québec	289,294	480,502	565,700	95.5
Montréal	1,539,308	2,743,209	2,827,300	83.7
Ottawa-Hull	311,587	602,510	753,300	141.8
Toronto	1,261,861	2,628,043	2,883,100	128.5
Winnipeg	357,229	540,262	590,900	65.4
Edmonton	193,622	495,702	610,800	215.5
Calgary	142,315	403,319	543,800	282.1
Vancouver	586,172	1,082,352	1,200,900	104.9

Source: Statistics Canada; *Canada Year Book* 1976-77; *Daily Bulletin*, 11-001, August 20, 1981.

<sup>1</sup> Preliminary estimates; based on 1976 census metropolitan areas.

Table 3

*Circulation of Winnipeg daily newspapers*

Year	<i>Free Press</i>	<i>Tribune</i>	<i>Free Press/ Tribune ratio</i>
1950	105,265	60,511	1.74/1
1955	116,309	72,117	1.61/1
1960	122,648	75,874	1.62/1
1965	127,124	77,571	1.64/1
1970	134,066	78,708	1.70/1
1974	136,236	73,652	1.85/1
1976	135,710	78,924	1.72/1
1980	140,540	105,982	1.33/1

Sources: Audit Bureau of Circulations; publishers' reports; CDNPA.

George Townsend, the former *Tribune* business manager, stated that, historically, the circulation ratio of the *Free Press* to the *Tribune* was about two to one and both grew in about that ratio. In the 1960s, however, the *Tribune* began to slip. This resulted in the decision, in the early 1970s, to "push for the top" rather than to bleed slowly to death. The push was successful in circulation terms but advertising revenues did not keep pace. Costs were satisfactory in relation to the *Free Press*; losses were on the revenue side. The *Tribune* was recognized throughout the industry in Canada and the United States for the many creative and successful innovations it carried out during the late 1970s. A circulation increase of almost 50 per cent was attained. According to Townsend, *Trib* people felt that they would eventually have beaten the *Free Press* had it not been for the Thomson takeover with its attendant increase in financial resources.

Executives at both papers stated at the time that advertising revenue from the Winnipeg market could not support two daily newspapers and that inevitably one would have to go (a notion to which the *Winnipeg Sun*, which was born after the death of the *Trib*, clearly does not subscribe). With its increase in circulation, the *Tribune* was straining its capacity to the limit. To have carried on the struggle for supremacy would have required the investment of many millions of dollars in new equipment and possibly a new plant, at a high risk, with no guarantee of return.

### *Technology*

Both papers were well advanced into contemporary technology at the time of the *Tribune's* shutdown, although a *Free Press* spokesman stated that its system was more advanced than the *Tribune's*.

At the *Free Press*, the change from hot lead was made in the spring of 1971. A Photon 532 photo-typesetting machine was installed. Hard copy was given to an operator who typed it on to perforated tape to be fed into the photo-typesetting machine. In February, 1977, this was replaced with the current system, in which the

computer can accept direct input, and video display terminals (VDTs) were installed in the editorial department. Automation of the mailing room took place in September, 1979. This change did not create any redundancies with the mailers, only some reassignment of duties. Video display terminals were installed in classified advertising in March, 1980.

The change from hot lead at the *Tribune* started about 1969 with the elimination of linotype machines and production was completely converted to cold type by 1971-72. VDTs in the newsroom were part of the changeover but they were never installed in classified advertising. A new computer to handle everything would have cost about \$1.25 million. The *Tribune* was ahead of the *Free Press* on the change to plastic plates, the phasing out of the stereotypers having begun in 1972. Many of them were, however, still on staff at the shutdown.

## **Management and union: structures and relations**

### *Management style: general*

From the largely anecdotal data gathered for this study, it is somewhat difficult to draw firm conclusions about management style at the two papers. However, the general style can perhaps be described as benevolent authoritarianism, becoming paternalistic authoritarianism at the lower levels. Publishers of major units in both the FP and Southam chains were given a relatively free rein, subject to broad financial and policy guidelines from corporate headquarters.

The *Tribune* publisher, Bill Wheatley, stated that there was a team spirit and high morale among Southam executives. Southam has a reputation for giving its executives responsibility and autonomy. It treated them well and lost very few of them. At the *Tribune*, efforts were made to foster a family spirit throughout the organization. Since the *Tribune* had been part of the Southam chain for 60 years prior to its death and since the Southam family had never resided in Winnipeg or been directly involved with the *Tribune*, its publishers appear to have had a considerable degree of independence.

The *Free Press*, on the other hand, has been part of a chain for only some 20 years. As a private company, it had been under control of the Siftons and those to whom they delegated authority. The Siftons had been paternalistic and had fostered a feeling of loyalty to the family and the paper. They looked after their own. Depending on position, employees with long service obtained such perquisites as company cars, car loans, mortgage loans, help with personal, medical, and family problems, and the like. With the formation of FP Publications, a significant amount of *Free Press* power also became corporate power, through the Sifton interests and through R.S. Malone's high office in the *Free Press* and in FP Publications.

A number of those interviewed, at various levels and at both papers, expressed the view that there was more authoritarianism at the *Free Press*, attributable, some said, largely to Richard S. Malone's personality and military background and to the military background of his chief of staff, R.H. Shelford. Even after he moved to Toronto and his son became publisher of the paper, Malone evidently maintained a close association with the *Free Press*.

Historically, at the *Free Press*, the senior editors of the news department and the editorial page, and the general manager reported directly to the publisher on



budgetary matters; historically, also, *Free Press* publishers (with only rare exceptions) have kept scrupulously away from any direction in terms of editorial content. About a year before the Thomson takeover, a flatter organization, with a management committee, was set up. The seven major division heads now report directly to the publisher and these eight make up the management committee, which meets regularly. Gerald J. MacDonald, manager of personnel and labor relations, expressed the view that this new structure is more efficient since all of the key managers know what is going on and better decisions are made. Conflict is resolved face to face in the management committee meetings, often with creative input from other division heads.

### *Management style: labor relations*

The management style in labor relations in Winnipeg newspapers appears to lie between the categories of containment/aggression and accommodation in the framework set out by Walton and McKersie for the analysis of union-management relations.<sup>7</sup> The ITU lost the 1945-46 strike and did not begin to recover until the mailers organized in the early 1970s. Both papers had long recognized the craft unions, the pressmen and stereotypers, but no unions were certified at either paper until the pressmen were certified at both papers in 1972. The stereotypers became extinct with the elimination of the hot-metal process in the late 1960s and early 1970s.

With the technological changes taking place in the early 1970s, the ITU and the Guild became active in organizing. Management at both papers encouraged the formation of local associations rather than locals of international unions so that the workers would not get called out in sympathy with disputes elsewhere. The mailers became certified under the ITU in 1973 and encountered no significant resistance in signing initial agreements. The Guild encountered resistance at the certification stage. However, once certified, *Tribune* management bargained to what Guild executives considered a good first contract. At the *Free Press*, resistance to the Guild continued after certification, especially after the loss of a strike vote, and a contract was never signed. Some Guild members interviewed said that R.S. Malone had especially strong feelings against the Guild and had said that, as long as he was publisher, the Guild would never be at the *Free Press*.

Shelford, the *Free Press* president and general manager, had a policy of being tough in negotiation but easy in administration of agreements. He signed agreements with employees and would make little or no movement when an international representative was at the bargaining table. His policy was to keep agreements short, to keep things out unless essential.

Both papers were concerned about, and protective of, management rights. The pressmen and the mailers had considerable local autonomy but management was concerned about the Guild which, they felt, had more influence and control from international headquarters.

Administration of the agreements was not a problem at either paper. The *Tribune* had never had a grievance go to the formal stage with any union or association except the Guild, which had three in its 6½ years of certification. Two of the grievances concerned management appointments being defined out of the unit.

The third was a dismissal case which was still in process at the time of the shutdown. The individual was paid off as an employee. The *Free Press* has had only two formal grievances in 20 years.

Management at both papers expressed a philosophy and policy of treating employees fairly and of fostering a family spirit among them. In this, the *Tribune* was the more successful. From the evidence obtained from interviews, it is clear that the *Tribune* was perceived by employees at both papers as having a better employee relations atmosphere and a closer feeling of community. A former *Tribune* union officer said that employees felt more "acceptance from the top" at the *Tribune*. He also said that, with the death of the *Trib*, he lost more than a job, he "lost a family".

All union and association officers interviewed considered Townsend and Shelford, business managers at the *Tribune* and *Free Press* respectively, to be tough but fair; one former union president called Malone tough but mean. During the 1970s, the major influence at the *Free Press* was Malone, with Shelford carrying out the orders. A *Free Press* employee and former Guild officer said that, at the *Free Press*, there is a spirit of constructive self-criticism and pride in turning out a high-quality newspaper, and former *Tribune* employees now with the *Free Press* say that it is much better than they had expected. A former *Tribune* Guild member said that the *Free Press* editorial writers were excellent and that the *Tribune* could not hold a candle to them.

In short, the statements made by *Tribune* management about Southam's policies and objectives in employee relations are usually confirmed by statements of the employees. Similar statements made by *Free Press* management often are not.

### *The Newspaper Guild*

The experience of the Guild in obtaining certification and agreements differed markedly from that of the craft unions, the pressmen and the mailers.

The Guild had been trying to organize the Winnipeg papers during the late 1960s and early 1970s but failed. Large discrepancies existed at the *Free Press* between reporters and editorial writers in both salaries and treatment. In the early 1970s, one *Free Press* employee thought something should be done and got in touch with the Guild local at the CBC, which put him in touch with a Guild organizer. At about the same time, classified and display advertising representatives had independently approached the Guild, so the two groups were brought together. It was found that inequitable salaries and working conditions applied to both groups. The initial group of five activists worked in secret. The group was expanded to about 12 and it was this group that carried out the *Free Press* organizing drive. Preparatory work had started in the fall of 1972. The drive took place as a weekend blitz from May 25 to May 27, 1973, when 78 per cent of employees signed. On Monday, May 28, application for certification was made to the Manitoba Labor Board.

Certification covering employees in the editorial and advertising departments was granted on July 6, 1973, despite strenuous objections from *Free Press* management. Before certification, management tried to organize an association and it had some individuals speak before the labor board against the Guild. The company did not file its nominal roll with the board as required by regulations. One Guild member alleged that this was because some classified ad-takers were receiving less

than the minimum wage. Certification was fought all the way. Management pressed for a certification vote but the board certified without one. After certification, the company tied things up in court for months by challenging the board ruling, one ground being the signing of some members on a Sunday. The ruling was upheld by the Manitoba Court of Queen's Bench and, later, by the Court of Appeal. Bargaining then started.

Although the *Tribune* had fought certification, once it was granted, the paper accepted the Guild and negotiated. Negotiations were hard but the Guild had no severe problems in getting a first contract — probably, some members think, because of possible public relations problems for the *Tribune* in the event of a labor dispute. At the time, the new, revamped *Tribune* was being planned.

The first Guild proposals had the usual key issues of wages, working conditions, vacations, and the like, but also included such matters as editorial control and the use of bylines, most of which were dropped during bargaining. Conciliation was requested on August 9, 1974, and the contract was settled in conciliation.

The day after the *Free Press* Guild unit applied for certification, the *Tribune* editorial staff were given raises, supposedly for merit. One reporter received a raise of \$35 per week, after raises totalling \$25 during the previous three years, and a more than doubled salary with the first contract. Her progress was \$110 per week to start in January, 1971, \$135 at the time of the *Free Press* organizing drive in May, 1973, \$170 after the *Free Press* certification application, and \$275 with the first *Tribune* contract, which became effective October 1, 1974.

The Guild thought that the climate at the *Tribune* was not clearly anti-union, although it was not pro-union. In the first few years the Guild was strong. Members remembered the improvements in wages and benefits but started to become complacent after the first year. In the view of some Guild members, the climate at the *Tribune*, and in Southam newspapers generally, was much better than at the *Free Press*.

In the early 1970s, the *Tribune* was more or less a happy family with a great deal of camaraderie. Management tried to foster this spirit. The reporters were a hard-working, closely-knit group but, in the later 1970s, some came to be at odds with middle management such as the city editor, news editors, and the managing editor.

Problems arose after 1975-76. There was less rank-and-file support in the Guild. Members began to get individual harassment against which it was difficult to lodge a grievance. (For example, a seasoned reporter, with more than 10 years' experience, was assigned to the police beat and to other rookie jobs, then given negative criticism about his stories; an arts writer was put on to hard news and then criticized for his copy; reporters were raked over the coals for minor mistakes, but received no recognition for scoops.) It appeared that the individuals selected for such treatment were active in the Guild. Eventually most of the strong Guild members left the *Tribune*.

When representatives of the three unions (pressmen, mailers, the Guild) were having meetings in the early summer of 1980 to plan their joint council, it became known that the company had offered the pressmen and mailers, independently, fairly substantial increases if they would settle early, on June 1. Both resisted what they considered to be a bribe and it was agreed at the meetings that none would sign an

agreement until all had settled. The members of each union voted approval of the joint council.

In the view of one reporter, the Guild at the *Tribune* could not win a strike vote, and the Guild and management knew it. Both pretended to negotiate and *Tribune* management played the game because of its commitment to "good employee relations". But management tightened up after the first few years with exclusions from the unit. The Guild had no real clout. But while it lacked real power, just having the Guild at the *Tribune* improved things — through better wages and benefits, a democratic process, and some input to the job. Participation in the Guild built up the confidence and self-esteem of reporters, women especially.

While the Guild had reached a satisfactory first agreement at the *Tribune*, events were taking a different course at the *Free Press*. It is the perception of several Guild members who were active at the time that *Free Press* management did not want to reach an agreement.

They expressed extreme frustration and subdued anger at the manner in which they were treated at the bargaining table, particularly by *Free Press* management representative R.H. Shelford, and legal counsel W. Stewart Martin. The Guild's approach to the table was that of a group of professionals honestly seeking a mutually satisfactory agreement through reasonable compromises. If not quite socio-economic equals, they felt themselves fully the intellectual and ethical equals of those on the other side of the table and expected to be treated accordingly. Instead, in their perception, they were continually treated in a demeaning manner. They were subjected to laughter, ridicule, sarcasm, and high-handedness in putting forth their proposals. There was no attitude of treating them with dignity.

A knowledgeable neutral party expressed the view that the Guild people were inexperienced at bargaining and unsophisticated in their initial expectations and later perceptions of the process. The tactics of *Free Press* management and counsel were normal parts of the bargaining process and were not personal attacks. Individuals were merely acting their roles and the Guild team should not have been thrown off by it.

Application for conciliation was made on September 9, 1974, a month after the *Tribune's* conciliation application, but the differences were never settled. With conciliation, the Guild had reached a tentative agreement with management which contained some differences in the commission system in the advertising department. It was put to a ratification vote and a strike vote was also called at the same time, October 2, 1975. Both votes were lost, the strike vote by the narrow margin of 69 to 67. On October 1, the day before the strike vote, the *Free Press* announced a 15-percent wage increase. The conciliator thought it was with the tacit approval of the Guild since it was an unfair labor practice. The Guild thought it to be a management tactic to kill the strike vote. One person interviewed, who participated in the negotiations, thought that a strong strike vote probably would have won the Guild an agreement.

After the strike vote was lost, the *Free Press* got tough and ignored the Guild, refusing to meet with its representatives. Finally a bargaining session was arranged for July 12, 1977. Once in May and once early in July, the Guild had set up informational pickets outside the *Free Press* building, on their own time during lunch hour. Present at the July 12 negotiating session as management's only representative

was the company lawyer, Stewart Martin, accompanied by a court clerk. Shortly after the start of the meeting, Martin walked out when the Guild would not first assure him that there would be no picketing at all during negotiations. The Guild had assured him that it was there to negotiate an agreement, and that if he would give assurance that he also was there to reach an agreement, there would be a commitment that picketing would not occur.

There have been no meetings between the Guild and the *Free Press* since the July 12, 1977, meeting. With the demise of the *Tribune*, the Guild has had little influence in Winnipeg newspapers.

### *Types of dominant unions*

The dominant unions in Winnipeg newspapers were the craft unions, specifically the pressmen since the extinction of the stereotypers in the early 1970s. These were the only unions which had been voluntarily recognized prior to the first certification of the pressmen in 1972.

The ITU had been unable to organize the composing rooms since the employees were largely those who had crossed the picket lines and broken the ITU strike in 1945-46. They had feelings of bitterness against the ITU and of loyalty toward management. Two associations were formed, and certified, with management's encouragement (the Winnipeg *Tribune* Employees Association and the United Printers and Allied Workers at the *Free Press*), but they had no real power. They were small, isolated units with no outside connections and modest dues.

At the *Free Press*, the allegiances of many employees changed with the Thomson takeover. They had, over the years, been loyal to the Siftons and to FP Publications and resistant to the ITU. However, Thomson's reputation, warranted or not, for cost-cutting and anti-unionism made them apprehensive, especially in the light of future technological changes. One union officer said that it was not specific actions of Thomson's but rather its reputation that put fear into the staff.

On July 30, 1981, the *Free Press* circulation staff (the in-house *Free Press* Daily Circulation Staff Association) was certified into the Mailers' Union, application having been made on May 4, 1981. The Winnipeg Typographical Union, Local 191 (ITU), applied on June 26, 1981, to represent printing, production, and the composing room (the in-house United Printers and Allied Workers), for which a certification vote was held on September 30. The union won by a vote of 43 to 37. Of the senior people who started with the 1945-46 strike, most are in the composing room, and it is they who likely cast most of the negative votes.

A majority of the editorial and advertising staff (the Guild) joined the Mailers' Union and applications were made for certification on August 7, 1981. The Manitoba Labor Board set the hearing for October 21. Shortly before that date the hearing was cancelled at the request of counsel for the parties who were negotiating over exclusions and expected to reach an early agreement. Agreement was reached and certification given on October 29, 1981.

Thus, within a few months, the situation changed significantly at the *Free Press*. At the *Tribune*, in 1980, 89 per cent of the full-time staff of 355 were certified: 51.8 per cent with the three international unions (pressmen, mailers, Guild), and 37.2 per cent with the employees' association. On paper, the overall figure was similar at the *Free Press*, with 83.4 per cent of the full-time staff of 571

certified. However, 32.4 per cent were certified to the Guild, which had never reached an agreement and which had lost its power with the loss of the strike vote in 1975. The other international unions (pressmen and mailers) accounted for 14 per cent and the various in-house associations for 37 per cent. With the certification that followed the October 21, 1981, hearing, the *Free Press* now has certification with only three locals of two international unions: the pressmen and two locals of the ITU.

**Table 4**

*Number of employees in 1980*

Staff category	<i>Free Press</i>	<i>Tribune</i>
Production	174	92
Editorial	100	91
Marketing	211	121
Administration	46	26
Other	40	25
Total regular staff	571	355
Part-time (full-time equivalent)	168	99

Source: Royal Commission on Newspapers, *Newspaper Questionnaire*.

**Table 5**

*Employees in certified units: 1980*

Bargaining unit	<i>Free Press</i>		<i>Tribune</i>	
	Number	Per cent of total staff	Number	Per cent of total staff
International unions		46.4		51.8
Pressmen	55	9.6	15	4.2
Mailers	25	4.4	14	3.9
Guild <sup>1</sup>	185	32.4	155	43.7
In-house associations <sup>2</sup>		37.0		37.2
<i>Tribune</i> Employees			132	37.2
United Printers and Allied Workers	94	16.5		
<i>Free Press</i> Daily Circulation Staff	117	20.5		
<b>Total</b>	<b>476</b>	<b>83.4</b>	<b>316</b>	<b>89.0</b>

Source: *Free Press* and *Tribune* management.

<sup>1</sup> Although the Guild was certified at the *Free Press* it did not have a collective agreement.

<sup>2</sup> The *Free Press Weekly Report on Farming* Staff Association (17 members) is also certified but is not included here since the publication is not a daily newspaper.

### *Union solidarity*

There is no evidence of any overall solidarity among the certified units at either paper during the 1970s, a result of the 1945-46 strike and the subsequent failure of the ITU to regain a foothold in the Winnipeg newspapers. The in-house associations stood apart from international affiliates since, in opting for such associations, association members had specifically rejected the ITU.

There is solidarity among the pressmen, but it is among the pressmen themselves and not with other newspaper employee organizations. A former *Tribune* pressman said that one reason they tend to keep to themselves is their working conditions. A pressroom is dirty. There is ink all over and visitors get ink on themselves when the presses are running. Pressmen therefore tend to get left alone by others. Another reason is that they are craft-oriented rather than company-oriented. For example, they seldom go to company picnics, Christmas parties, and the like, but do tend to go to similar union social events put on by the chapter as a whole, that is the *Free Press*, *Tribune*, and Web Graphics members.

During its negotiations for a first contract before the strike vote on October 2, 1975, the *Free Press* Guild had sought the support of the other certified units in case of a strike; it did not get it. The attitude of the other unions was that the Guild should first demonstrate its own strength by achieving a first agreement. Later attempts by the Guild to promote a joint council for bargaining met similar resistance.

In 1980, the situation began to change. At the time the *Tribune* was shut down in August, the certified units were preparing to bargain as a joint council for renewal of the contracts expiring on September 30. With the 1981 changes in certified units at the *Free Press*, bargaining with that paper was carried out with a modified joint union council. (The pressmen bargain separately; the two ITU locals bargain jointly. The two parties sit in on each others' negotiations as observers.) With the Thomson takeover and the subsequent swing of the associations and Guild to the ITU, some solidarity appears to have been established.

### *Union bargaining power*

The bargaining power of the associations was weak. By and large, they were formed without any militancy and with the tacit approval of management in order to keep the ITU out. With modest dues, and without the backing of national or international unions, they had no strike funds or other leverage to exert on management. Although they negotiated separately, they lacked power to break new ground on their own. Essentially, pressmen bargained for all, since both managements had a policy of substantial equality of treatment for all units.

The power of the pressmen, and of the mailers after their certification in 1973, was at best average during the 1970s. Other than the change to shop-manning at the *Tribune* in 1978, the collective agreements do not contain significant changes that would indicate great strength or weakness in bargaining. During the 1970-80 period, only three sets of negotiations included conciliation, two at the *Free Press* and one at the *Tribune*. As shown in Table 6, wage increases did not deviate significantly from the Winnipeg manufacturing average or the consumer price index. No overt tests of strength took place.



**Table 6***Hourly wage rates and consumer price index*

Year	<i>Free Press</i> pressmen <sup>1</sup>	<i>Free Press</i> mailers <sup>1</sup>	Winnipeg manufacturing average	(1971=100) Winnipeg CPI
1970	\$ 4.46		\$ 2.70	98.8
1973	5.93	\$ 5.93	3.40	111.7
1980	11.89	11.89	7.02	211.9
<b>Percentage increase</b>				
1970-80	166.6		160.0	114.5
1973-80	100.5	100.5	106.5	89.7

Sources: Collective agreements; Statistics Canada. *Employment, Earnings, and Hours*, 72-002 and *Consumer Price Index*, 62-001.

<sup>1</sup> As of October 1.

The pressmen's president, J.W. McRitchie, expressed the view that they wield the greatest power among the various newspaper employee groups since the presses must run to produce the papers. This feeling of strength is open to question on at least two counts. A management spokesman stated that management is capable of running the presses in a crisis. A.H. Raskin's articles on the New York pressmen's strike in 1978, in the *New Yorker* of January 22 and 29, 1979, pointed out that distribution may have the greatest strength since a newspaper is useless unless it gets to the readers.

It is likely that the pressmen felt threatened by the *Tribune's* loss of position and uphill struggle, with the attendant loss of jobs if it were to fail. The granting of lower rates and shop-manning to the *Tribune* is not indicative of strong bargaining power.

Although it did improve the lot of its members at both papers, the Guild's bargaining power was weak. There was great enthusiasm and membership support during the Guild's organizing drives in 1973 but it dissipated within a few years. The loss of the 1975 strike vote seriously crippled, if it did not kill, the Guild at the *Free Press*. The Guild did succeed in negotiating a good contract at the *Tribune* but, after a few years, according to a former *Tribune* Guild officer, the members became complacent and a strike vote could not have been won at the *Tribune*.

*Collective bargaining and agreements*

Although both papers were members of chains, they appear to have had considerable local autonomy. During the 1970s, labor relations matters, especially negotiations, were handled largely by two men, Shelford of the *Free Press* and Townsend of the *Tribune*.



In the early 1970s, the papers had joint contracts with the pressmen. They went to separate contracts in 1975, about the time that the *Tribune* commenced its drive to overtake the *Free Press*. There had also been joint contracts with the stereotypers until 1973. Each paper held separate negotiations with each bargaining unit, although there was a common expiry date (September 30), except for the *Tribune* mailers, whose contracts expired October 31.

The stereotypers, until their demise in the early 1970s, and the pressmen, until 1978, had specific manning requirements. The *Free Press* continued the unit-manning system but, in 1978, the *Tribune* went to shop-manning with job and salary protection for the journeymen then on staff (staff reduction was only through attrition and dismissal for cause). No other units had contracts with manning clauses.

Jurisdictional definitions in all contracts were those set out in the certificates from the Manitoba Labor Board. (See Appendix B.) The pressmen have, and the stereotypers in their day had, a closed shop, and the mailers a union shop.

## **Contract analysis**

The contracts examined in this study were coded and analyzed in accordance with the program used by Manitoba's department of labor and manpower for its annual summary and analysis of clauses in Manitoba contracts.

The organized units are of two types: international unions (pressmen, mailers, the Guild, and, until their demise, stereotypers) and local in-house associations (the Winnipeg *Tribune* Employees, United Printers and Allied Workers, and *Free Press* Daily Circulation Staff). All units in existence in 1980 were certified in the early 1970s. The pressmen and stereotypers had been voluntarily recognized for many years prior to the period under review, but the stereotypers did not become certified before their disappearance.

All agreements contained either a general statement or a list of management rights, with a residual rights statement.

### *Union security*

The pressmen had a closed shop, as did the stereotypers in their time, and the mailers had a union shop at both papers. The *Tribune* employees' association had a union shop. All other agreements were silent on the matter. Since the Rand formula was incorporated into the Manitoba Labor Relations Act in 1972, it has not been necessary for certified units to have membership and checkoff requirements bargained.

### *Job security*

The papers differed in their treatment of employees made redundant because of technological change and a reduction in work. The *Free Press* usually has had an employment and income guarantee but not a severance pay plan. The *Tribune* had a severance pay plan (two weeks' pay for each year of service to a maximum of 25) and an employment and income guarantee in the event of technological change.

### *Technological change*

All agreements have retraining provisions and employment guarantees if the employee is willing and able to retrain and take another job in the company. Here, as with union security, Manitoba agreements are likely to differ from those in most other jurisdictions because the Manitoba Labor Relations Act has, since 1972, provided for advance notice and reopening of an agreement for significant technological change.

There were no job losses at either paper during the major technological changes of the 1970s. All those affected were relocated in other areas, with many of them receiving specific retraining to enable them to perform their new jobs.

### *Hours of work*

All unionized employees were on a five-day, 37½-hour week, with the exception of the *Free Press* mailers, who worked a 37-hour week.

### *Paid holidays*

Employees at both papers got 10 paid holidays, although the *Tribune* mailers were the only ones with the 10 holidays specified in their agreement. Most other agreements enumerated nine holidays but were worded so that they would get another civic holiday, or Remembrance Day. This was in line with most Manitoba manufacturing agreements, more than 90 per cent of which include 10 or more paid holidays.<sup>8</sup>

### *Sympathy strikes and struck work*

Most collective agreements prevented a work stoppage in sympathy with other units of the employer. The pressmen, mailers, and stereotypers had the right to refuse work transferred from other firms legally struck by their international unions ("struck work").

### *Vacations*

In general, the *Free Press* had slightly better provisions for paid vacations for employees with long seniority; the *Tribune* was more generous with newer employees. Vacation entitlements, which were common to all agreements, are set out in Table 7.

**Table 7**

#### *Service requirements for annual vacation entitlement*

Vacation entitlement	Years of service required	
	<i>Free Press</i>	<i>Tribune</i>
3 weeks	3	1
4 weeks	8	8
5 weeks	18	18
6 weeks	30	35

### *Wages and salaries*

Wages and salaries were substantially the same at both papers; that is, any differences that were evident did not appear to be significant. Pressmen's rates were identical until 1976, when the *Tribune's* rates became slightly less than those at the *Free Press* (see Table 8).

**Table 8**

*Pressmen's hourly dollar wage rates for selected years*

	1970	1972	1974	1976	1978	1980
<i>Free Press</i>	4.12	4.85	5.93	7.70	9.14	10.81
<i>Tribune</i>	4.12	4.85	5.93	7.34	9.03	10.58

The *Tribune* circulation staff's wage rates had been ahead of the *Free Press* but, by 1980, the *Free Press* staff, except for district managers (see Table 9), had higher rates.

**Table 9**

*Circulation staff weekly dollar wage rates for selected years*

Position	Paper	1975	1977	1979	1980
Clerk 1	<i>Free Press</i>	103.84	134.00	155.00	185.00
	<i>Tribune</i>	110.00	136.00	162.00	177.00
Clerk 2	<i>Free Press</i>	110.30	136.00	164.00	196.00
	<i>Tribune</i>	117.00	144.00	173.00	187.00
Secretary	<i>Free Press</i>	116.76	149.00	173.50	207.00
	<i>Tribune</i>	123.00	151.00	181.00	198.00
District manager	<i>Free Press</i>	144.00	202.00	233.00	278.50
	<i>Tribune</i>	180.00	222.00	266.00	292.00

The mailers' rates were slightly lower at the *Tribune* in 1979 and 1980, the only years for which a *Tribune* mailers' agreement was available (\$9.42 compared to \$9.93 and \$10.16 compared to \$10.77 in the respective years). Mailers' rates had been identical in the first agreements. But the *Tribune*, according to a union officer, had fallen behind during the period when the Anti-Inflation Act was in force and had not caught up.

Since both papers had a policy of trying to give all groups the same treatment, it appears that, using the pressmen as an example, wages at both papers kept ahead of inflation during the 1970s. From 1970 to 1980, the Winnipeg Consumer Price Index

(CPI) increased by 114.5 per cent (from 98.8 to 211.9, with 1971 equalling 100), while the *Tribune* pressmen's rate increased by 156.8 per cent (from \$4.12 to \$10.58).

### *Manning*

Both papers had been on unit-manning schedules for the presses, and each had remained essentially the same until 1978, when the *Tribune* went to shop-manning. It is not evident from the contract itself, but a union officer estimated that shop-manning saved the *Tribune* three regular positions. This, combined with the reduced rates, saved the *Tribune* approximately \$70,000 annually.

### **Conclusions**

The industrial relations scene at Winnipeg's daily newspapers has been one of relative quiet for the period under review and, in fact, since the 1945-46 strike. In this the newspapers do not differ greatly from Winnipeg as a whole. Several reasons may be advanced for this absence of militancy and turbulence in the industrial relations environment.

In the early decades of the century, when it was felt that "Winnipeg was destined to be a boom town, the new Chicago of North America",<sup>9</sup> Winnipeg had a strong and radical union movement. However, a period of relative quiet set in with the breaking of the 1919 general strike and the subsequent decline of the One Big Union, the prosperity of the 1920s, and the depression of the 1930s. Since there were no heavy mass-production industries in Winnipeg other than meatpacking, the city was not as affected by the industry organizing drives and strikes of the late 1930s and the post-war wave of strikes as was the country's industrial heartland. It was not until 1957 that manufacturing displaced agriculture as the leading goods-producing industry in Manitoba.<sup>10</sup>

Manitoba and Winnipeg, in the post-war decades, did not grow to the same extent as Ontario, British Columbia, and Alberta, for example, which had strong industrial bases or major resource developments. Although it does not have a large industrial base, Manitoba's union membership as a percentage of non-agricultural paid workers is only slightly below the average for the 10 provinces. However, slightly more than one-third of Manitoba's union membership in 1979 was accounted for by four public sector unions, with 48,170 members of the Manitoba total of 142,841.<sup>11</sup>

Manitoba's share of man-days lost in work stoppages has been especially low in relation to most other provinces, as shown in Table 10.

This more or less general tranquillity of the past three decades was shared by the newspapers, perhaps particularly because of the ITU's loss of the 1945-46 strike. Newspaper employees, both union and non-union, were also undoubtedly aware of the ITU's loss of the Toronto newspaper strike in the 1960s, of the pressmen's loss of the 1975 Washington *Post* strike, and of the New York pressmen's loss of the strike of 1978.

With the family loyalty built up at both Winnipeg papers over the years, it took the major technological changes of the late 1960s and early 1970s to spur employees into organizing and becoming certified. Both papers handled the technological changes well and protected those who were affected by them. However harsh the

**Table 10***Work stoppages, workers involved, and man-days lost in Manitoba*

Year <sup>1</sup>	Number of work stoppages	Estimated number of workers involved	Estimated number of man-days lost
1970-71	8	3,213	115,077
1971-72	13	1,151	49,430
1972-73	20	2,325	82,978
1973-74	23	4,222	131,411
1974-75	29	6,956	147,940
1975-76	28	6,420	93,204
1976-77	11	1,390	24,287
1977-78	37	6,942	284,736
1978-79	31	2,960	38,860
1979-80	50	4,075	72,593

Source: Manitoba department of labor and manpower. *Annual Reports*.

<sup>1</sup> November 1 to October 31.

suddenness of the *Tribune's* shutdown, its subsequent treatment of its last employees was generous. No former *Tribune* employees interviewed expressed any negative views about their final treatment. Since the *Tribune* was achieving success in its drive to overtake the *Free Press*, and most employees felt they could do it, the consensus was that the shutdown was a "straight kill" made for reasons outside the Winnipeg environment.

It took the final spur of the Thomson reputation to overcome the family loyalty remaining at the *Free Press* and to orient the employees toward the international unions. With the October 29, 1981, certification of the former Guild members into the mailers, the ITU now is dominant at the *Free Press*.

Nothing in the industrial relations climate or in events occurring at the two papers during the 1970s warrants a conclusion that industrial relations had any significant effect on the decision to close the *Tribune*. Two hypotheses which suggest some relationship were, however, put forward by two people interviewed for this study: one is that Thomson, which has an anti-union reputation, preferred Winnipeg, with its less organized and less militant work force at the *Free Press*, over Vancouver, with its strong and militant union climate; another is that Southam felt apprehensive about the long-run implications of the joint union council and its possible strength, particularly in view of the *Tribune's* continuing losses and the major capital expenditures that would shortly have had to be made if the paper were to continue. No evidence was uncovered by this study to support either hypothesis. Generally, it may be concluded that factors other than the industrial relations climate were responsible for the *Tribune's* death.

## Appendix A

### *Certified bargaining units at Winnipeg daily newspapers*

Papers and union or association	Employees covered	Date certified
<b>Winnipeg Free Press</b>		
Winnipeg Newspaper Pressmen's Union No. 35	Journeyman and apprentice pressmen	September 22, 1972
Winnipeg Mailers Union Local No. 8, ITU <sup>1</sup>	Mailing room	May 24, 1973
Newspaper Guild	Editorial and advertising departments	July 6, 1973
United Printers & Allied Workers Association	Composing room	September 28, 1971
Free Press Daily Circulation Staff Association	Circulation department	April 11, 1974
<b>The Winnipeg Tribune</b>		
Winnipeg Newspaper Pressmen's Union No. 35	Journeyman and apprentice pressmen	September 22, 1972
Winnipeg Mailers Union Local No. 8, ITU <sup>1</sup>	Mailing room	October 29, 1973
Winnipeg Newspaper Guild Local 233	Editorial and advertising departments	February 19, 1974
Winnipeg Tribune Employees Association	Composing room, business office, circulation department	March 5, 1974

<sup>1</sup> The 1973 dates shown are for the original certifications as the Winnipeg Typographical Union No. 191. The name change to Mailers Local No. 8 was certified on May 16, 1975.

## **Appendix B**

### *Jurisdiction of certified units*

#### **Winnipeg Tribune, 1980**

Winnipeg Newspaper Pressmen's Union, No. 35 — journeymen pressmen and apprentice pressmen except those excluded by the Labor Relations Act.

Winnipeg Mailers Union, Local No. 8, of International Typographical Union — employees performing mailing work (mailers).

Winnipeg Newspaper Guild, Local 233 (CLC-AFL-CIO) — employees in the editorial and advertising departments except the editor, executive editor, managing editor, assistant managing editor, advertising manager, and those excluded by the Labor Relations Act.

Winnipeg *Tribune* Employees' Association — employees in the composing room, including persons classified as printers, perforator operators, paste-up and camera operators, excepting composing room foreman; all employees in the business office and circulation department except the business manager, secretary to the publisher, and circulation manager; and excepting those excluded by the Labor Relations Act.

#### **Winnipeg Free Press, 1980**

Winnipeg Newspaper Pressmen's Union, No. 35 — journeymen pressmen and apprentice pressmen except those excluded by the Labor Relations Act.

Winnipeg Mailers Union, Local No. 8, of International Typographical Union — employees who work a regular schedule, week by week, performing mailing room work (mailers), except those excluded by the Labor Relations Act.

The Newspaper Guild (CLC-AFL-CIO) — employees in the editorial and advertising departments except those excluded by the Labor Relations Act.

United Printers and Allied Workers Association — employees performing functions in the composing room, except those excluded by the Labor Relations Act.

*Free Press* Daily Circulation Staff Association — employees in the circulation department, except students and those excluded by the Labor Relations Act.

#### **Winnipeg Free Press, 1981**

Winnipeg Mailers Union, Local No. 38, of the International Typographical Union — addition of all regular full-time employees in the circulation department including supervisors, and excluding those above the rank of supervisors and those excluded by the Labor Relations Act.

Winnipeg Typographical Union, Local No. 191 — employees performing printing production and technical functions in the composing room, except those excluded by the Labor Relations Act.

Winnipeg Mailers Union No. 38 of the International Typographical Union — addition of all employees in the editorial department except summer relief students, managing editor, assistant managing editor, confidential secretary, editor of the editorial page, news editor, assistant day news editor, city editor, assignment editor, night news editor, *Tempo* editor, sports editor, finance editor; all employees of the advertising department, excluding summer relief students, director of advertising, day supervisor and evening supervisor, managers of advertising sales, classified advertising and administration, assistant advertising managers of national, retail, art director, confidential secretary; and except those excluded by the Labor Relations Act.

Source: Manitoba Labor Board certificates

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# 4

## Toronto: declining union influence

by John B. Kervin

There are two conflicting views of the role and the power of newspaper unions. The first view holds that unions have little or no effect on either newspaper closings and concentration of ownership or on the editorial content of newspapers. This view was vehemently expressed by a number of Toronto newspaper union leaders in interviews conducted for this study. These union leaders were united in their belief that their unions have virtually *no* influence in these areas.

Precisely the opposite view was expressed in a survey of publishers and owners carried out by The Canadian Press in October, 1979.<sup>1</sup> Those responding to the survey claimed that labor relations in their papers must improve. They expressed concern about "unsatisfactory" labor relations and the need to control production costs. Similarly, the publication *Labor Scene* has reported that "the unions in the back shop have demonstrated a willingness, and the ability, to take the publishers down with them as their venerable trades become obsolete".<sup>2</sup> Which of these two views of union power applies to the Toronto situation?

As well as this key issue, there are many other questions to be dealt with in considering newspaper industrial relations in Toronto.

What are the effects of technological change and automation? Are all unions suffering equally or are they, in fact, suffering to any substantial degree? How are Toronto unions affecting the introduction of technological advances?

What has been the effect of the protracted ITU strike in Toronto? Has it resulted in greater union co-operation? Has it encouraged management to disregard union concerns about technological change?

What role did the unions play in the closing of the Toronto *Telegram* in 1971? What were the consequences of its closing for unions and union-management relations in the Toronto industry?

Does the structure of the unions themselves, particularly their international links to head offices in the United States, affect their ability to respond to technological change? Has union structure been a factor in newspaper closings and concentration?

What is the significance of Toronto's most recent daily newspaper, the non-union *Sun*? Is it the harbinger of things to come, not only in terms of newspaper style and content, but of newspaper industrial relations generally?

To what extent are Toronto newspaper unions adversely affecting the papers' viability through high labor costs (high wages and excess manning), high production costs (because of resistance to new and more efficient technology), and loss of markets (through strikes and other forms of labor-management conflict)?

### **The Toronto newspapers: background**

The metropolitan Toronto market, with a population of more than two million, now supports three daily newspapers: the *Globe and Mail*, the *Star*, and the *Sun*. The city had three daily papers a decade ago as well. Since the beginning of the 1970s, Toronto has seen the end of one major strike (by the ITU), the closing of one newspaper (the *Telegram*), the start of another (the *Sun*), the sale of an established paper by one chain to another (the *Globe*, sold by FP Publications to Thomson Newspapers), the regional concentration of a metropolitan paper (the *Star*), and the birth of another chain (the *Sun* papers).

Of the three Toronto dailies circulating at present, the *Globe* publishes Monday to Saturday, the *Sun* Sunday to Friday, and the *Star* seven days a week. In the late 1950s, the *Telegram*, for a time, published a Sunday edition but was forced to abandon it because of financial losses.

Table 1 provides details for each of the papers on the number of employees and the percentage of employees unionized, Toronto area and total weekday circulation figures, Toronto area market share and national advertising line rates for weekday editions.

The table also shows some interesting trends. First, the extent of unionization at the *Star* is now about the same as it was at both the *Telegram* and the *Star* at the start of the decade. Unions have made no major gains and the extent of unionization is much less at the *Globe*. In terms of total circulation, the *Globe* has climbed modestly during the decade; the increase at the *Star*, however, is about five times as great. By 1980, the *Sun* had achieved the same level of sales the *Telegram* had in 1970, and about 80 per cent of the *Globe*'s 1980 circulation.

The *Globe and Mail*'s percentage of local sales reflects the fact that it is marketed nationally. In 1980, less than half of its total circulation was local; in contrast, 85 per cent of the *Sun*'s circulation was local. The *Star* has continued to sell about 80 per cent of its papers in the local area. The *Globe*'s share of the local market has fallen from one-quarter to one-fifth, with the *Star* apparently picking up the *Globe*'s loss. The *Sun*'s market share is about the same as the *Telegram*'s in 1970.

Finally, it is notable that the *Telegram*, in 1970, had an advertising line rate significantly below that of the *Star*, reflecting its lower circulation with a similar audience. By 1980, the *Globe*'s rate had risen to slightly above that of the *Star*, reflecting the *Globe*'s up-market audience, while the *Sun*'s rate remained extremely low, about 40 per cent of the *Star*'s.

As a large metropolitan city, in a densely populated region, Toronto offers abundant opportunities for advertising revenue. The result is that Toronto is a market clearly capable of supporting a number of newspapers. In reflection of this

**Table 1***Toronto newspapers*

	<i>Globe</i>	<i>Star</i>	<i>Sun</i>	<i>Telegram</i>
Number of employees (1981)	1,100	2,300	550	1,350 <sup>1</sup>
Percentage unionized	50	80	0	75
Average total weekday (Monday-Friday) circulation (in thousands)				
Six months ending Sept. 30, 1970	268	377	—	227
Six months ending Sept. 30, 1980	287	478	224	—
Average Toronto area weekday circulation <sup>2</sup> (in thousands)				
Six months ending Sept. 30, 1970	154	305	—	177
Six months ending Sept. 30, 1980	142	376	192	—
Percentage of total circulation sold in Toronto area <sup>2</sup>				
1970	58	81	—	78
1980	49	79	85	—
Percentage of Toronto area <sup>2</sup> market (Toronto dailies only)				
1970	24	48	—	28
1980	20	53	27	—
National advertising weekday line rates (transient)				
Sept. 1970	\$1.60	\$1.65	—	\$1.50
Sept. 1980	4.90	4.80	\$1.95	—

Sources: Audit Bureau of Circulations; interviews; Canadian Advertising Rates and Data (CARD), Maclean-Hunter, September, 1970, and September, 1980.

<sup>1</sup> As of 1971

<sup>2</sup> Toronto 1976 Census Metropolitan Area

fact, the climate of competition among the Toronto papers appears to differ from that of some other Canadian cities.

Two different local-market competition models can be seen to be operating in the newspaper industry in Canada today. The first, of which Toronto is representative, is a "coexistence" model: the papers, although in competition with one another, compete on the understanding that they will continue to offer the readers a choice.<sup>3</sup> The second model is one in which the papers act as if they foresee an eventual monopoly and compete accordingly. The former is in the nature of "friendly competition", the latter is a "fight to the finish".

The coexistence climate in the Toronto newspaper market is an important factor in explaining the co-operative actions of the papers (for example, during the long ITU strike) and also affects each paper's relations with its unions. Papers in Toronto need not fear death as a result of union pressures to the same extent that papers in highly competitive markets might. One other consequence of this type of friendly competition where papers vie for only a portion of the market seems to be that the content of these papers tends to be of a higher quality than that of papers which try to be all things to all readers.

## *The Globe and Mail*

The oldest surviving newspaper in Toronto, the *Globe and Mail*, began publishing in 1844 as the *Globe*, which merged with the *Mail and Empire* in 1936 and adopted its present name. In 1965, the *Globe and Mail* became part of the FP Publications chain, which was sold to the Thomson chain in January, 1980. It has the largest “news hole” — that is, proportion of editorial material to advertising — of the three Toronto papers, about 45 per cent on a typical weekday.

The *Globe* describes itself as “Canada’s national newspaper”; it publishes in a number of cities simultaneously and sells almost 150,000 copies a day outside Toronto.<sup>4</sup> It concentrates more heavily on national and international news than other Toronto papers, which view the *Globe* as unique and not really comparable to themselves.

The *Globe* competes with the *Toronto Sun* and, since August, 1981, with the *Star*’s new morning edition, for the city’s morning newspaper readership. The *Globe*’s journalistic style is substantially different from that of the more informal, entertainment-oriented *Sun*. As a result, the two papers appeal to different markets. The *Star*, while closer to the *Globe* in style, occupies an intermediate position and, to an extent, competes with both for morning readers.

As a morning paper, much of the *Globe*’s work is done at night. The *Globe* pays nightshift differentials on a continuous basis to about two-thirds of its employees, including those in non-unionized departments. This shift differential is said to average about \$22 a week per employee. Most of the nightshift work is done in the production departments but many editorial employees also work at night.

Like the other Toronto papers, the *Globe* has its own presses. It is structured in the fashion typical of daily newspapers, described in the opening chapter of this volume. Its local delivery system is largely through agents and contractors rather than through direct employees.

Because of its editorial style and focus, employees of the *Globe* tend to see themselves more as professionals. This has important implications for unions because such employees are generally regarded as being more difficult to organize. This supposition is supported by the difference in the extent of unionization between the *Globe* (about 50 per cent) and the *Star* (about 80 per cent). However, *Globe* employees’ view of themselves as professionals may now be undergoing some change. As organizations become larger and undergo stress because of financial and other factors, there is a tendency for people to see themselves not so much as “professionals” as just employees. As well, the *Globe* recently broke an old tradition — that of hiring administrative officers with newspaper backgrounds — by bringing in “outside” professional management. In 1978, George Currie, the then recently appointed president of FP Publications and a former management consultant, hired Torstar’s vice-president of corporate development, A. Roy Megarry, as publisher of the *Globe*. Megarry’s background, too, was in accounting and management consulting; he had little or no real journalistic experience.

The *Globe and Mail*’s organizational structure includes a department of personnel and industrial relations. Until two years ago, this department handled only the industrial relations function. Personnel management was decentralized and, with the exception of payroll functions, was handled by each department manager. This change in organizational structure was instituted by the new publisher, Megarry.

Under the *Globe's* present organizational structure, the director of industrial relations reports to the director of operations; until 1980, he reported directly to the publisher. It would appear that, today, upper management has little day-to-day involvement with industrial relations, but the industrial relations director works with other departments when necessary (as, for example, in the case of grievances).

The *Globe* has contracts with two unions: the Newspaper Guild and the International Printing and Graphic Communications Union (IPGCU). It has three bargaining units with the Guild (editorial, circulation, and maintenance and delivery), and two with the IPGCU (pressmen and paperhandlers, and platemakers). All other departments are non-unionized, including the business office, advertising, the outside circulation staff, the composing room, the mailing room, and technical support staff. The director of industrial relations serves as the management team's spokesman in collective bargaining and, typically, has with him at the table representatives from the other departments involved in the particular negotiations.

### The Toronto *Star*

The Toronto *Star* was founded in 1892 and, since then, has grown to become Toronto's — and Canada's — largest newspaper. While the *Star* publishes a considerable amount of national and international news, its focus is more regional and metropolitan than is that of the *Globe*. Its news hole is also smaller than the *Globe's*, with about 30 per cent editorial content on a typical weekday. Nonetheless, in both style and content, the *Star* can be classified as a "traditional" newspaper.

The *Star* is an independent paper with no chain affiliation; however, its parent company, Torstar, owns a large number of suburban newspapers in the Toronto area. In effect, the *Star* is part of a regional chain.

The *Star* is Toronto's only afternoon paper (the first "afternoon" editions appear on the streets at about 9 to 9:30 a.m.). Theoretically, it has no competition in this time slot; copies of the *Globe* and the *Sun* are, however, still available and seem to be widely read throughout the day. It is still too early to assess the effects of the *Star's* new morning edition, which is available only through street sales.<sup>5</sup>

The *Star* owns and operates its own presses. These are relatively new; they were acquired when the *Star* moved to its present location early in the 1970s. Like the *Globe*, it has the traditional departmental organization. However, unlike the *Globe*, which contracts out most of its deliveries, the *Star* has its own fleet of trucks.

The management structure of the *Star*, in late 1981, was headed by Beland H. Honderich, publisher and chairman of the board of Torstar, and Martin Goodman, president. Goodman appeared to have major responsibility for all newspaper functions. Both Honderich and Goodman had newspaper backgrounds and union experience. Honderich was at one time president of the Toronto Newspaper Guild and Goodman was a Guild member when he worked in the *Star's* editorial department.

The *Star* has both a personnel and an industrial relations department. The head of the latter reports directly to the president. It would appear, therefore, that the industrial relations function is more closely tied to top management at the *Star* than at the *Globe*, but this conclusion may be misleading since it does not take into account the nature of the relationship. The personnel department handles matters

such as recruitment and benefits and the industrial relations and personnel departments work together on such matters as safety.

Interviews produced conflicting views about the interest in industrial relations shown by top management at the *Star*. One person claimed that there was a strong concern which could be traced back to an early *Star* publisher, J.E. Atkinson, who believed in being a "good employer". Despite this attitude it seems that Atkinson vehemently opposed the certification of the Guild, which did not succeed in establishing a bargaining unit at the *Star* until after his death in 1948. That was the American Newspaper Guild's first contract in Canada.

The *Star* also has contracts with the International Printing and Graphic Communications Union (IPGCU), the Graphic Arts International Union (GAIU), the International Association of Machinists and Aerospace Workers (IAMAW), the International Brotherhood of Electrical Workers (IBEW), and, until recently, the International Brotherhood of Sheet Metal Workers (IBSMW). The IBSMW unit consisted of one person; his work has now been shifted to another jurisdiction and this union is no longer represented at the *Star*.

### The Toronto *Sun*

The Toronto *Sun* was founded in 1971 by a group of employees from the defunct Toronto *Telegram*. It specializes in local news and places a greater emphasis on sports than do the other papers. Its news hole is about the same size as the *Star*'s (about 30 per cent, compared with the *Globe*'s approximately 45 per cent), but its style is more entertainment or "show business" than traditional Toronto journalism.

The *Sun* is a morning paper, but this is not a major cost factor, as it is for the *Star* and the *Globe and Mail*, since shift differentials are not paid. As the *Sun*'s management explains, the employees who founded the paper knew (and subsequent employees know) that a morning paper requires some night work. However, the amount of nightshift work should not be exaggerated. About 60 per cent of the *Sun*'s news is ready by 8 p.m. The *Sun* does not bring out separate editions (although it may replate the occasional page for late-breaking news). In comparison, the *Star*, which the *Sun* sees as its major competitor, is now so large that it starts its afternoon-edition press run at 7 a.m. and also requires a fair amount of nightshift work. The *Sun* sees no market disadvantage in being a morning paper.

The *Sun* stands third in circulation in the Toronto market. It has grown substantially since its beginning and definitely sees itself in serious competition with the *Star* (though not the *Globe*, because of significant differences in style and content). In number of pages, taking into account its smaller tabloid format, the weekday *Sun* is about as large as the *Globe* and three-quarters the size of the *Star*. The *Sun* is the only Toronto daily printed by the offset process, but this makes little difference to its labor requirements or production costs.

In its organization, the *Sun* has most of the standard newspaper departments. However, it has no separate platemaking department; the pressmen make the plates. One unique feature of the *Sun* is that it has home delivery only of the Sunday edition. District managers, some of whom are *Sun* employees, generally rent trucks for this purpose; on Sundays and weekdays, independent wholesalers pick up newspapers at the *Sun* building for distribution to boxes, newsstands, and stores. In its delivery system, the *Sun* is more like the *Globe* with its independent contractors than the *Star*.

The *Sun* has no industrial relations department since there are no unionized employees. The personnel function is largely decentralized, with each department head responsible for his own hiring and firing. A payroll department handles salaries, wages, and benefits.

The top management of the *Sun* consists of three ex-*Telegram* people who were instrumental in its founding: Peter Worthington (editor-in-chief), Don Hunt (general manager), and Douglas Creighton (publisher). There is a conscious attempt to maintain an open and consultative management style and in this respect the *Sun* appears to be substantially different from the other Toronto papers. This style is both a reflection of the *Sun's* informal beginnings and an effort to forestall unionization by maintaining close employer-employee relationships.

### *The Toronto Telegram*

The Toronto *Telegram* began publishing in 1875 and closed in 1971. In its style and content, the *Telegram* was a traditional paper, similar to the *Star* with respect to its balance of international, national, and local news. The *Telegram* was an independent paper with no chain affiliation.

The *Telegram* published in the afternoon and competed with the *Star* for that segment of the Toronto market. As Table 1 shows, the *Telegram* was losing this competition, undoubtedly one of the factors which led to its closing. The *Telegram* was printed on its own letterpresses and, like the *Star*, employed its own delivery system.

There appears to have been nothing particularly unusual in the *Telegram's* organization. However, it has been described as very much a "publisher-run" paper with its chief executive officer and owner, John Bassett, involved in the day-to-day operations. This involvement evidently extended to industrial relations. For example, Bassett personally negotiated night rates with the craft unions when he wanted to start a Sunday paper. Thus, of all the papers in Toronto, the *Telegram* had the greatest degree of upper management involvement in industrial relations. The industrial relations director reported directly to Bassett.

When it closed, the *Telegram* was in the middle of renegotiating collective agreements with its four unions: the Guild, the photo-engravers, the pressmen, and the stereotypers. The Guild contracts covered the editorial department as well as the business office, truck drivers, and others.

### **General background to the newspaper unions**

In 1970, six unions represented employees in the Toronto industry: the American Newspaper Guild, the Mailers' Union, the International Typographical Union (ITU), the International Printing Pressmen's Union, the International Stereotypers' and Electrotypers' Union, and the Lithographers' and Photo-engravers' International Union. By 1981, these had been reduced through attrition or mergers to just three: the Newspaper Guild, the International Printing and Graphic Communications Union (IPGCU) and the Graphic Arts International Union (GAIU). (The mergers are set out in Chapter 1, Table 5.) The members of the ITU and the Mailers' Union were on strike at the beginning of the decade; when the strike ended, in 1971, their membership dispersed. Many ITU members secured jobs elsewhere; those at the *Star* eventually joined the pressmen's union.



Basic information about these three union locals in Toronto is provided in Table 2. Note that each union has organized a smaller proportion of its "natural" jurisdiction at the *Globe* than at the *Star*. In addition, the number of separate bargaining units maintained by each union varies among the papers. The table also shows the expiry dates of current contracts; note that the Guild is not co-ordinated with the craft unions.

### *The Newspaper Guild*

The Southern Ontario Newspaper Guild is Local 87 of the Newspaper Guild. The Guild is a relative latecomer to the Toronto newspaper industry, having obtained its first contract with the *Star* in 1949 after a lengthy certification campaign. In the 1950s, the Guild added contracts at the *Globe*, the *Telegram*, and in additional departments at the *Star*.

At the international level, the Guild is perceived as being idealistic in outlook, socialist in philosophy, and democratic in structure. The first two qualities tend to be less pronounced at the Toronto local level; however, there is much variation in the importance attached to ideology by members and officers of the local. One result is that management often finds the Guild difficult to deal with. For example, Guild bargaining teams have been known to show up at negotiations with voluminous amounts of material and what management considers to be totally unrealistic positions. Another consequence is that the Guild is very active in pursuing its interests and those of its members, and this in turn often results in a large number of grievances. The *Star* entertained an average of two grievances a week during 1980-81 from Guild members, and a substantial proportion of these went to arbitration.

The Guild is the only industrial newspaper union in Toronto. It sees as its natural jurisdiction anything outside the crafts and includes clerical, editorial, other white collar workers, and truck drivers. The Guild has had no jurisdictional disputes with the other two existing major unions but did have some overlap with the jurisdiction claimed by the ITU. The Guild includes as part of its natural jurisdiction *Globe* district sales personnel and has been trying to organize them, as the Teamsters had previously tried to do.

The Guild has a modified union shop at both the *Star* and the *Globe*, which means that once an employee becomes a member he or she must remain a member, but some exemptions are allowed in the case of new employees. At the *Star*, the number of exemptions permitted is restricted to 10 employees; the *Globe* has an exemption clause without a quota. Dues checkoff is voluntary at the *Globe* and compulsory only for new employees at the *Star*. However, compulsory dues checkoff (the Rand formula) for all Guild employees will likely be fully in effect for the next contract as a result of recent Ontario legislation.

The Guild local acts relatively autonomously. Though bargaining starts with a "model contract" specified by the international office, it is not taken too seriously and its tabling is somewhat of a ritual. The local members ratify contracts; the international office approves them in theory but in practice would be unlikely to reject any normal contract. Approval by the international office in Washington, D.C., is necessary for strike funds to be made available.

The Southern Ontario Newspaper Guild local has contracts with five employers. Of the total membership, about 95 per cent are employed either at the *Globe* or the



**Table 2**

*Toronto newspaper unions, 1981*

	Newspaper Guild	International Printing and Graphic Communications Union	Graphic Arts International Union
Local	87, Southern Ontario Newspaper Guild	N-1	211 (formerly 35-P)
<i>Globe and Mail</i> Bargaining units and approximate size	1. Editorial (270) 2. Inside circulation (60) 3. Maintenance and delivery (90)	1. Pressmen and paperhandlers (45) 2. Platemakers (10)	
Contract expiry date	June 30, 1982	December 31, 1981	
Per cent of natural jurisdiction unionized	60	60-70	0
<i>Star</i> Bargaining units and approximate size	1. Editorial, circulation, advertising, business office, delivery, garage, miscellaneous (1,500)	1. Pressmen and paperhandlers (180) 2. Stereotypers (30) 3. Mailing room (180)	1. Photo-engravers (25)
Contract expiry date	July 31, 1982	December 31, 1981	December 31, 1981
Per cent of natural jurisdiction unionized	100	100	15 <sup>1</sup>

Source: Interviews; collective agreements library, Ontario ministry of labor.

<sup>1</sup> Including composing room; 100 per cent if composing room is excluded.

*Star.* The units of the local with each employer have their own officers who oversee the day-to-day concerns of the union at that worksite. Compared with the other newspaper unions, turnover in local leadership has been relatively high. Since the late 1960s, there have been four local presidents, perhaps indicating some instability and conflict within the local.

*International Printing and Graphic Communications Union ( IPGCU)*

The Toronto local of the pressmen's union was established in 1894. At the start of the 1970s, the pressmen and the stereotypers were both well entrenched in Toronto, although the stereotypers were facing technological change and potential loss of

membership. In 1973, the two unions merged at both international and local levels to form the International Printing and Graphic Communications Union. The IPGCU is a craft union which operates closed shops (employees must be union members) at both the *Globe* and the *Star*.

The natural jurisdiction of the IPGCU includes the presses and related functions such as paperhandling and (although there is some jurisdictional overlap with the GAIU) certain aspects of platemaking. In the IPGCU's international constitution, more than two pages are devoted to specifying the jurisdiction of stereotypers, whose jobs are rapidly undergoing change as a result of new platemaking processes, particularly those linked to computers.

Unlike the Guild, the IPGCU adopts a relatively businesslike approach to collective bargaining and union-management relations; ideological concerns play a relatively insignificant role. The union lodges relatively few grievances. Most matters are dealt with informally. Since 1970, the IPGCU has had only three arbitrations at the *Star*. Use is made of a joint committee, even in discharge cases. This also appears to be the case at the *Globe*, where informal discussions tend to replace the formal grievance procedure. From the union's point of view, proportionately more grievances arise at the *Star* and the informal procedure appears to be more effective at the *Globe*.

The international head office of the IPGCU is in Washington. The union has a Canadian vice-president and dues collected from Canadian members remain in the country. The international head office exercises little or no control over contract demands but it must provide approval for a strike and would assign a vice-president or other official to oversee strike activity. The union has three locals in Toronto, one of which (Local N-1) handles the newspapers. It is headed by a full-time elected president who also serves as chief negotiator. The local is divided into groups, four at the *Star*, three at the *Globe*, corresponding to occupational categories for which the IPGCU has collective agreements. (Pressmen and paperhandlers are in separate groups.) Of its approximately 700 members in the Toronto local, about 400 work at the *Star* and the *Globe*.

Local N-1 of the IPGCU in Toronto shows somewhat greater leadership stability than the Guild local; since 1964 it has had only three presidents. One change of leadership in the late 1970s evidently resulted from membership dissatisfaction with a contract which sharply reduced manning levels for pressmen.

#### *Graphic Arts International Union (GAIU)*

At the beginning of the 1970s, lithographers and photo-engravers in Toronto were represented by their own international union. In 1972, it merged with the International Brotherhood of Bookbinders to become the Graphic Arts International Union. In Toronto, the GAIU had three separate locals covering newspaper photo-engravers, lithographers, and bookbinders. In 1980, the first two of these merged to form Local 211. It is expected that 211 will soon merge with the bookbinders to form a single Toronto local. Hence, newspaper members will play a relatively minor role in the Toronto union. Of approximately 3,000 members, only 25 are employed in the daily newspaper industry.

With the decline in importance of newspaper photo-engraving, the GAIU as a craft union sees as its natural jurisdiction some of the processes involved in the

preparation of plates and, in the absence of the ITU, the compositors who do newspaper page paste-ups. Thus, approximately 150 compositors at the *Star*, and the smaller group at the *Globe*, are seen as falling into the GAIU's natural jurisdiction, although they are not now unionized.

In Toronto newspapers, the GAIU is small, having 25 members working as photo-engravers at the *Star* in a closed shop. Until 1977, it had a handful of members at the *Globe*. They were phased out without much protest from the union as a result of technological change.

In its approach to negotiations and union-management relations, the GAIU is similar to the IPGCU. The local has had relatively few newspaper grievances and only one arbitration since 1970. Formal procedures are replaced by informal discussions wherever possible.

The international head office of this union is also in Washington. Canada is one of six union districts in North America, with a district office in Toronto. The Canadian district, which has an international vice-president, includes approximately 25 locals and is represented in most major cities. The international union has a model contract which the local uses as a reference and a source of contract language. In theory, the international union must ratify new contracts but, in practice, they are normally sent to head office after negotiations have been concluded and contracts signed. However, international head office approval is necessary for a strike, and the local must obtain permission to hold a strike vote or to release the results of a strike vote. An international representative oversees the strike, and strike benefits are not forthcoming unless the international approves the strike action.

The leadership of the newspaper local of the GAIU is the most stable of the newspaper unions in the city. Since 1958 the local has had only three elected presidents, one of whom served only a six-month term.

### *Non-newspaper unions*

Several unions whose membership and jurisdictions lie largely outside the newspaper industry have had contracts with Toronto papers. Only the *Star* now has bargaining units with these unions, which include the International Brotherhood of Electrical Workers (IBEW) and the International Association of Machinists and Aerospace Workers (IAMAW). The unions which have been phased out since 1970 and no longer have contracts with the *Star* are the International Union of Operating Engineers (IUOE) and the International Brotherhood of Sheet Metal Workers (IBSMW).

Although these unions have bargained simultaneously with the newspaper craft unions, they appear to have had relatively little influence on either the papers or the other unions. On the other hand, there is some potential for labor disruptions with these unions since, in size, their newspaper membership is similar to that of the GAIU. The IBEW represents some 20 employees at the *Star*; the machinists represent between 35 and 40.

It is unlikely that any of these unions has seriously attempted to expand its membership or extend its jurisdiction among the Toronto papers. This is not so in the case of the Teamsters, who have engaged in organizing drives at the *Globe* (so far

without success), but who do not yet represent any employees in the Toronto newspaper industry.

## The legal context

All newspapers and newspaper unions in Toronto bargain under the Ontario Labor Relations Act.<sup>6</sup> In most respects, this legislation is similar to that in other Canadian jurisdictions. However, there are some significant differences.

First, and probably most important from the standpoint of the power that newspaper unions are able to exercise, Ontario legislation differs from that of Québec in that no restrictions are placed on management's right to operate during a strike. Specifically, management may hire replacement workers at its discretion, which Québec legislation does not permit.

Second, legislation passed in 1980 made mandatory the imposition of the Rand formula at the request of the union.<sup>7</sup> (The formula requires that all members of a bargaining unit pay union dues, whether they are members of the union or not. It was devised by Mr. Justice Ivan Rand, the arbitrator in the 1945 Ford strike at Windsor, Ontario.) The provision has implications only for Guild units at the *Star* and the *Globe*, since all other unionized departments already have either closed-shop arrangements or Rand formula provisions. Coupled with the Rand formula in the 1980 legislation was a provision that management could request a government-supervised employee vote on its latest contract offer in the event of an impasse or strike.<sup>8</sup> While this provision might be important in situations of great mistrust between the parties, it has so far had no great relevance for the Toronto newspaper industry, which has had no strike since the end of the ITU strike in 1971.

Third, the government moved in 1979 to provide a faster and less expensive way of resolving grievances at the arbitration stage through the use of sole arbitrators who operate within specified time constraints and who can deliver oral opinions at the request of the parties.<sup>9</sup> While initial management reaction was unfavorable, on the ground that the provision would lead to a "flood" of grievances, this does not appear to have happened. There now seems reason to believe that parties to a dispute in the newspaper industry, like those in other industries, may make increasing use of expedited arbitration.

One interesting aspect of the legal context in which the parties operate is the extent to which they have been involved in actions before the Ontario Labor Relations Board, which oversees provincial labor legislation. Between 1970 and 1980, according to labor board files, the *Star* had been involved in 14 cases (six with the pressmen, four with the Guild, and four with the GAIU and the pressmen together). Probably the most significant of these involved jurisdictional disputes between the IPGCU and the GAIU because of technological change.<sup>10</sup>

In the same period, the *Globe* (or, in one case, its employees) was involved in 22 cases: 15 with the Guild, three with the pressmen, two with the Association of Newspaper Agents, and one each with the photo-engravers and the Teamsters. For the seven years before its closing in 1971, there appear to have been no cases involving the *Telegram*. In 1979, the *Sun* was involved in three cases; all of them had to do with an allegedly illegal strike by the millwrights and concerned machinery installation rather than newspaper production. The *Globe's* involvement in so many cases was due, at least in part, to efforts to organize its employees.

## Deaths, births, and acquisitions

### *Closing of the Telegram*

The death of the Toronto *Telegram* in 1971 was the only event of its kind in Toronto's recent history. What role did unions play? What effect has the closing had on Toronto's newspaper industry?

There is a divergence of opinion about the importance of the unions' role. Some claim that the unions' high wage demands were the central factor; others say they were only a precipitating factor. For example, labor reporter Bruce Young wrote that:

...the strike (of the ITU) greatly weakened the *Tely* and it gradually lost ground to the Toronto *Star*. The moment of truth came in 1971 when the *Telegram's* remaining unionized staffers took a strike vote to back up their demands for parity with Toronto *Star* employees. The paper's response was to close its doors October 30, 1971.<sup>11</sup>

Author Jock Carroll argues this position:

Did the unions kill the Toronto *Telegram*? John Bassett's abrupt Friday-night decision to close the paper, coming within 24 hours of a union strike-authorization vote, left many with this impression. . . . The decision to close the *Telegram* had been made some time before the union strike-authorization vote.<sup>12</sup>

Labor relations at the *Telegram* had been relatively good. Morale was high and John Bassett, the publisher and only active owner, was a paternalistic employer. There was some feeling that, as a result of Bassett's management style, his employees were "spoiled". The pressmen in particular appeared to enjoy a great deal of power. They maintained high and costly manning ratios and responded with slowdowns and minor sabotage when threatened. It has been claimed by some that Bassett's style of employer-employee relations and the pressmen's power made it difficult for him to get tough when labor costs became critical.

The immediate role of the unions in the *Telegram's* closing centred on negotiations to renew contracts which had expired at the end of 1970. The four unions involved (the Guild, pressmen, stereotypers, and photo-engravers) had formed a joint council and were engaged in co-ordinated bargaining with the *Telegram*. At the end of 1970, "starting" reporters (a Guild job category) were making a minimum of \$122.77 a week at the *Star* and \$125.02 a week at the *Telegram*. The two papers had an historical relationship of wage parity and rates for craft union employees at both were identical.

The unions were seeking to match wage rates that *Star* employees had won in June, 1971; rates which the *Telegram* claimed it could not match. After they rejected the *Telegram's* last offer, the unions were shown the newspaper's financial records and were told that the last offer was all the paper could afford. The unions did not relent, however, and, in mid-September, 1971, called for a strike authorization vote. (Such a vote should not be confused with an actual decision to strike; the vote is more of a bargaining tactic.) The day after the vote, which authorized a strike, the *Telegram's* closing was announced.

Subsequent events suggest, as Carroll argues, that the decision to close the paper had actually been made some time earlier. It appears that the unions, though

they played a precipitating role in the *Telegram*'s closing, were nonetheless not a direct major factor. The *Telegram* was losing the circulation war with the *Star*. It was also plagued with high labor costs, inefficient management, and Bassett's declining interest in the paper in the face of his involvement with television station CFTO, sports teams, and an advertising agency.

The first major effect of the *Telegram*'s closing was to increase the *Star*'s bargaining power and put at a disadvantage the unions with which it dealt. With the loss of its major competition, the *Star* had less to fear if threatened with a strike. By purchasing the *Telegram*'s subscription list and renting its presses, the *Star* effectively forestalled the possibility of future competition. What competition did emerge from the ashes of the *Telegram*, the *Toronto Sun*, had to start with a circulation disadvantage. To this day, only the Sunday edition of the *Sun* is delivered to subscribers' homes.

### *Birth and growth of the Sun*

On Monday, November 1, 1971, less than 48 hours after the final edition of the *Telegram*, a new paper appeared on the streets of Toronto. The events surrounding the birth of the *Toronto Sun*, and its unique status as a non-union paper, are of particular relevance to an examination of newspaper concentration and closings. First, the start of a new paper runs contrary to the current trend in the Canadian newspaper industry. Second, it raises a key question: is it necessary that newspaper unions be avoided if a new paper is to survive?

Key employees of the *Toronto Telegram*, including Douglas Creighton, now publisher of the *Sun*, had been pressing John Bassett to consider a tabloid to replace the *Telegram*, which was clearly in financial difficulties. Six of these employees immediately began to explore the possibility of producing their own tabloid as soon as the closing of the *Telegram* was announced. Three of this group became the *Sun*'s top management.

On one point the founders of the *Sun* were agreed: they wanted to avoid a unionized work force if at all possible. It was their view that unions had contributed substantially to the failure of the *Telegram*. They wanted to avoid the high labor costs, the overmanning, and the restrictions on technological advances and other management prerogatives that they associated with the *Telegram*'s unions.

Their strategies for achieving a non-union paper included a profit-sharing program, a share purchase plan, a good program of employee fringe benefits, and an open and consultative management style, coupled with highly visible and accessible management. The fostering of a spirit of excitement and the challenge of being the "underdog" appealed to the combination of new employees and key middle management brought in from the *Telegram*. The latter also naturally felt gratitude toward their new employers for enabling them to avoid the unpleasant prospect of job hunting. The younger employees were offered training and faster advancement (especially to craft journeyman positions) than they could have had at the *Globe* or the *Star*.

As a result of these efforts, the *Sun* quickly earned a high level of loyalty and commitment from its employees despite salaries which were behind those of other newspapers in the city. As well, the *Sun*'s non-union beginnings were aided by both employees' distrust of the unions' role in the *Telegram*'s end and the ITU strike

fiasco, which together had the effect of making union membership seem less attractive. One unsurprising consequence of these origins is that a certain anti-union bias can occasionally be detected in the pages of the *Sun*. The Guild has complained publicly that the *Sun* does not provide fair coverage of labor issues; the Labor Council of Toronto has stated that, "if the Toronto *Sun* was the only newspaper in town, it is unlikely that a Labor Council story would ever be published".<sup>13</sup>

Two important issues are raised by the *Sun*'s non-union operation. At first glance, it appears that the *Sun* has benefited greatly from its deliberate non-union status. This is likely the case with respect to its wages and, particularly in the early 1970s, with respect to lower labor costs because of the control that management was able to exercise over the production and circulation functions. However, it does not appear to have been an advantage with respect to the introduction of new technology. This is so because, even by the early 1970s, the *Globe* and the *Star* were realizing that the shifting balance of power in the city's newspaper labor relations, as shown by the breaking of the ITU strike, would allow them to pursue technological change as needed. Also, while avoiding the unions gave the *Sun* some initial advantage, there is no evidence that this was an essential ingredient for the success of the new venture. Moreover, it seems that the advantage has virtually disappeared with the decline in newspaper unions' power in the city.

A second important issue is the effect of the *Sun* on newspaper competition in the Toronto market. Does its non-union operation give it a competitive market advantage? The answer would seem to be that, although this might have been the case had union power continued at the levels of the early 1960s, the decline of that power has meant that the *Sun*'s non-union status has helped it very little. Although the paper is undoubtedly growing, much of its success can be attributed to its style and content rather than the lack of union constraints on its production. Its success, however, has been considerable. *Sun* circulation figures have reached respectable levels and there is no doubt that it has succeeded in attracting a substantial proportion of the city's advertising dollars.

Building on this success in Toronto, the *Sun* expanded into other cities. In 1978, the *Sun*'s parent company, the Toronto Sun Publishing Corporation, established a new tabloid *Sun* in Edmonton. In July, 1980, it purchased the Calgary *Albertan* from Thomson Newspapers (which had acquired it from FP Publications earlier in the year) and converted it into a tabloid *Sun*. The Calgary *Sun* is the only unionized paper in the *Sun* publishing chain. It will be interesting to see what effect the acquisition of the *Albertan* and its conversion to a *Sun* will have on labor-management relations at that paper. (The Winnipeg *Sun*, started after the death of the Winnipeg *Tribune*, is also not unionized. That tabloid is, however, independent and in no way associated with the Toronto Sun Publishing Corporation.)

### *Thomson acquisition of the Globe*

The major recent event in the Toronto newspaper industry was the purchase by Thomson Newspapers of the *Globe and Mail* from FP Publications in January, 1980. The purchase was part of a larger package through which Thomson acquired FP newspapers in a number of cities. The question pertinent to this study is whether unions were a factor in FP's decision to sell. The answer, with respect to the *Globe and Mail*, is a definite "no", although it is clear that FP had been having financial



problems related to strikes at papers in other cities, notably the Montréal *Star*. When he became president of FP Publications in 1978, George Currie had acknowledged the priority of labor relations problems in the company, and it seems clear that losses related to labor unrest had much to do with the sale of FP to Thomson two years later.<sup>14</sup> The *Globe* itself had been under some financial pressure, not because of union-management relations, but rather because of recent large-scale projects and planned expenditures (for example, its satellite links and national edition).

If the Toronto newspaper unions had no effect on the sale of the *Globe*, did its acquisition by Thomson have any effects for these unions? In mid-1981, no changes were apparent. Management and employees of the *Globe* agreed that Thomson head office personnel were keeping a relatively low profile. However, should the Thomson ownership result in more intervention in the paper's operations in future, this could have some negative effects for the industrial relations climate at the *Globe*. Centralized industrial relations (with the associated bureaucracy and lack of immediate response and sensitivity to local problems) generally lead to heightened labor relations conflict. On the other hand, this could be offset locally by the present publisher, A. Roy Megarry, who seems well liked by employees and perceived by the unions to be fair and businesslike.

Nonetheless, the Thomson chain has acquired a reputation for tough-minded bargaining and bitter relations with its unions. The first is not a problem in itself; good management is usually tough at the bargaining table. But the impression gained from interviews conducted for this study is that Thomson industrial relations are seen as intransigent and unfair. A strike at the Oshawa *Times* in April, 1980, which involved 50 Guild employees, brought condemnation of the Thomson chain from Clifford Pilkey, president of the Ontario Federation of Labor.<sup>15</sup> Similarly, testimony before the Royal Commission on Newspapers alleged anti-union hiring practices on the part of the *Globe's* new owners.<sup>16</sup> So far, however, there is no evidence that Thomson labor relations policies and practices have had any effect on the *Globe's* industrial relations situation.

The Thomson acquisition of the *Globe* may have implications for union bargaining power. The greater stability that the Thomson resources provide is apparently allaying employee fears that the *Globe*, because of its recent expansions, was becoming overextended. Secure employees are less likely to fear strikes and thus the unions' power is somewhat enhanced. However, the same Thomson resources also mean that technological change can continue at the *Globe*, which may have the effect of weakening the unions' power. These resources also provide a greater financial cushion in the event of a work stoppage but this is probably not a significant advantage for a newspaper in the *Globe's* market position. In the event of a strike which halted publication, the *Globe* would quickly lose advertising revenue to the *Star*. On the whole, the Thomson purchase will likely have the effect of decreasing slightly the Toronto newspaper unions' bargaining power.

### *The Star's acquisition of suburban papers*

In February, 1981, the *Star's* parent company, Torstar, acquired through its subsidiary, Metrospan, the Inland chain of 15 community newspapers in the Toronto area. When added to those already owned by Metrospan, the result is a significant



regional concentration of 27 non-daily newspapers. The question of the role of Toronto newspaper unions on Inland's decision to sell and the effects of the sale on union bargaining units in the new regional chain, now called Metroland, is beyond the scope of this report. However, it is likely that the organizing success and the bargaining power of the Metroland unions will be somewhat reduced.

Of more importance to this study is the effect of Torstar's purchase on the Toronto *Star's* unions and what role they may have played in the purchase. At first, it seems highly unlikely that these unions were in any way a factor in the transaction. However, there is at least the possibility that the acquisition was made in part with coming negotiations between the *Star* and its craft unions in mind.

Daily newspapers are well aware that, in the event of a strike, it is essential to continue producing and selling a paper in order to maintain bargaining power, even if the product is reduced to just a few pages. While publication with a much reduced staff is certainly possible with today's technology, no technological advances exist to assist in the distribution of the paper. As a result, it is essential that the newspaper's delivery system remain effective. This is the major lesson learned from the New York newspaper strike of 1978: the vulnerable spot for papers is delivery.<sup>17</sup> This is particularly true for the Toronto *Star* which, unlike the *Globe* and the *Sun*, employs its own unionized local delivery drivers.

In the event of a strike which included delivery employees, the *Star* could now attempt to use the combined Inland and Metrospan delivery systems (together with independently-hired trucks and drivers) to ensure that the paper continued to be delivered to carriers, stores, boxes, and newsstands. If successful, this would be a powerful tool for the *Star* and would seal a major chink in its labor-relations armor. While the *Star* has given no indication that such was its motivation for the purchase, the concern has been expressed by union leaders that this was at least in part a reason for the acquisition of Inland. They fear greater erosion of their bargaining power at the *Star*.

## **Collective bargaining and union-management relations**

We have looked at the context of newspaper labor relations in Toronto and examined some specific instances of newspaper births, deaths, and concentration of ownership. We turn now to actual relations between unions and papers. In these relationships can be found both contributing causes and consequences of closings and concentration. As well, the changing nature of labor-management relationships in the industry is explored.

### *Union-management bargaining structure*

Although, as Table 2 shows, there are three unions and 10 bargaining units dealing with two employers (five units each with the *Globe* and the *Star*), the structure of bargaining in Toronto is not as complicated as it first appears. This is because the separate IPGCU units bargain jointly with each employer and the three Guild units at the *Globe* also bargain together. This reduces the number of distinct sets of newspaper-union negotiations to five: the Guild with the *Globe* and the *Star*; the IPGCU with the *Globe* and the *Star*; and the Graphic Arts International Union with the *Star*. (The *Star* also bargains separately with the electricians and machinists at

the same time as the craft unions negotiate.) In negotiations where more than one bargaining unit or department is involved, the union elects or appoints team members to represent each of the units. Similarly, management ensures that appropriate department heads or representatives are at the table to provide information and support in negotiations.

### *Bargaining committees*

In terms of the size and composition of bargaining committees, the Toronto industry is fairly typical of Canadian industrial relations. The Guild's negotiations with the *Star* are carried out with six or seven representatives selected from the bargaining unit, the local president, and the executive officer. This officer serves as chief negotiator since, in order to avoid any potential conflict of interest, the Guild's constitution forbids a local member serving as chief spokesman. In the case of the *Globe*, with three units, the joint team is smaller by one or two people. The reason for this is the large number of departments represented in the *Star* bargaining unit: editorial, circulation, advertising, business office, delivery, garage, and other miscellaneous departments.

The two joint bargaining committees for the IPGCU negotiations are somewhat smaller than the Guild committees. The IPGCU committees consist of four elected representatives at the *Star*, three at the *Globe*, a vice-president for each group, plus the local president who serves as chief negotiator.

The bargaining team for the GAU unit tends to be smaller than the others and consists of only three or four members, including the local vice-president with responsibility for newspaper employees. (Prior to the recent merger, this person was the president of the newspaper local.) The GAU negotiations are carried on independently from, but simultaneously with, those of the IPGCU, the electricians, and the machinists.

On the management side, the number of persons on the team in each set of negotiations tends to be somewhat smaller than the union team and may change from time to time according to the different departments or different supervisors involved in the matters under discussion.

### *Typical negotiations*

In typical negotiations, bargaining begins several months prior to expiry of the contract and continues on the company's premises until conciliation is requested. At this point negotiators move to a neutral location for conciliation and mediation, and reach agreement with the help of a third party. Typically, management reminds union negotiators of what befell the ITU local in its ill-fated strike of 1964-71. The unions, for their part, do not seem to follow any particular "pattern setter" in these negotiations. They may look to other settlements in the Toronto area outside the newspaper industry, but they maintain they no longer expect to match the wages paid in Vancouver or Montréal. As one person put it, "We just get in there and do the best we can." It is also not unusual to find management coming to the table with proposals for changes and additions to the collective agreement.

Conciliation generally takes place some months after the expiry of the previous agreement. Final agreement tends to be reached under pressure of strike deadlines in the course of mediation, with upper management involved behind the scenes.

However, strike authorization votes are not a common event. In fact, no strike vote appears to have been taken at the *Globe* for a number of years. The Guild did take a vote at the *Star* in 1979, with about 90 per cent voting to authorize strike action. There was, however, no strike.

To summarize, negotiations between newspaper management and unions in Toronto are characterized by a lack of attention to pattern-setting settlements and by no strike activity during the past 10 years.

### *Inter-union co-ordination*

The extent of co-ordination among the newspaper unions in Toronto is significant for two reasons. First, union co-operation is an important prerequisite to union power. Such an increase in power could result in newspapers closing because of unions' high wage demands or restrictive practices, or being sold to a chain which had the needed resources to face union pressures. Second, union co-operation is the counterpart of chain concentration.

Two broad types of inter-union relationships can be distinguished: local and international. At the international level, the consistent trend, since 1970, has been mergers of international unions. For example, the mailers have joined with the ITU, the pressmen with the stereotypers, and the lithographers and photo-engravers with the bookbinders, all representing a formidable degree of "union concentration". One recent exception has been the failure of the proposed merger between the Guild and the ITU.<sup>18</sup>

Of greater interest is the trend toward co-operation among newspaper union locals in Toronto. The extent of this co-operation has fluctuated widely in the past. As S.F. Zerker, professor of economic history, York University, reports,<sup>19</sup> union co-operation in Toronto was high in the early and middle 1950s and then dropped. The lack of union co-operation during the ITU strike is discussed in a later section.

Roughly three different levels of local union co-operation can be distinguished. The first involves a co-ordination of contract expiry dates so that units can engage in simultaneous bargaining. The advantage is that if the contracts of all the units expire at the same time, they are able to strike simultaneously and to respect one another's picket lines. Unless a collective agreement specifically contains a "picket line" clause which permits members of a bargaining unit to respect the picket lines of other unions, refusal to cross a picket line in order to get to work is subject to discipline by the employer. Simultaneous bargaining obviates the need for such clauses which are normally difficult for unions to obtain.

The next level of co-operation is co-ordinated bargaining, in which the units exchange information and perhaps have representatives sitting in on one another's negotiations. The final and ultimate step is joint bargaining, with all unions at the same table bargaining identical contracts (except for specific clauses to cover unique situations in different units).

In 1971, coincident with the end of the ITU strike, the Toronto newspaper unions formed the Council of Toronto Newspaper Unions; it appeared that an era of inter-union co-operation had begun. Throughout the decade, the craft unions at both papers maintained simultaneous bargaining with identical expiry dates, always the last day of the year, regardless of the length of the contract. However, the Guild unit at the *Star* followed this pattern only until mid-decade, and the Guild units at the

*Globe* almost never had a contract termination date coincide with another unit's. The one exception was the Guild's 1977-79 contract at the *Star*, which, like the *Globe*'s, expired June 30, 1979. It appears, however, that this coincidence was due to the *Star*'s Guild negotiators, not the *Globe*'s, since all recent Guild contracts at the *Globe* had expired on June 30. The present Guild contracts once again have expiry dates different from one another as well as from the craft unions. (The Guild negotiators at the *Star* removed the possibility of co-ordination by settling for a term of 37 months; the Guild's contract at the *Globe* runs for 36 months.)

The Council of Toronto Newspaper Unions became ineffective in the mid-1970s because of internal disputes which resulted in the resignation of its chairman. However, it has recently been resurrected and there is some interest on the part of the locals in moving beyond simultaneous bargaining to the co-ordination of bargaining efforts. There is agreement that it would be advantageous for all the units to have the same expiry date for their contracts and there seems to be a desire to restore trust and co-operation in the face of accelerating technological change and threats to job security. It is too early to say whether these efforts will meet with any success; however, one indication may be the emergence of inter-union co-operation in the recent strike at the *Oshawa Times*. It is reported that members of the ITU and the IPGCU refused to cross Guild picket lines even though they had recently settled their contracts with the paper's management.<sup>20</sup>

The unions are somewhat ambivalent about joint efforts because, faced with threats to their survival, there are pressures both for and against such co-ordination. While it is a way to augment their power and thus gain more favorable terms in collective negotiations, co-operation is made difficult by the inevitable jurisdictional disputes that accompany technological change. Thus the situation is often one in which unions compete among themselves as well as with management.

The beginning of the Council of Toronto Newspaper Unions coincided with the closing of the *Telegram*. However, it does not appear that the council or its co-ordinated efforts had much to do with the *Telegram*'s fate. Nevertheless, the *Telegram* unions did co-ordinate their strike authorization votes. While the effect of these votes and the power or ability of these unions to carry out an actual strike should not be exaggerated, it may be that this joint effort did have some psychological impact on Bassett's decision to close the newspaper.

### *Role of the union international office*

In 1971, the American Newspaper Guild dropped the first word of its name in recognition of its Canadian units. One year later it opened a Canadian regional office and appointed a Canadian director.<sup>21</sup> Although somewhat belated, since the American Newspaper Guild had signed its first contract in Canada in 1949, these actions symbolized a trend that continued throughout the 1970s: increasing autonomy of Toronto newspaper locals vis-à-vis their international parents. The origins of this trend are probably to be found in the insensitive reaction of the ITU international office to the typesetters' strike in Toronto. Whatever its source, the tendency now is for the Toronto locals to regard the more restrictive laws and practices of the international office as more ritual than real.

The consequence of this is that the Toronto locals are now able to respond to their own particular situations in a fairly flexible way. This trend runs counter to

increasing concentration and increasingly centralized control of Canadian newspapers. While there is yet no evidence that this is or will be a problem in Toronto, one can easily foresee difficulties in labor-management negotiations brought about by management inflexibility as a result of orders from newspaper chain headquarters. There is some irony in the similarity to the disastrous ITU strike in which union head office inflexibility had such unfortunate results, as will be discussed later.

## **Bargaining outcomes and trends**

### *Wages*

With respect to wage bargaining goals, Toronto newspaper union leaders tend to agree that pattern-setting newspapers and traditional groups are much less important now than they were 10 years ago, in large part because they feel they do not have the power to force employers to match wage rates elsewhere. Although the federal Task Force on Labor Relations noted that the printing industry is a wage leader and that comparisons were not made outside the industry,<sup>22</sup> it is now the case that Toronto newspaper locals say they look to non-newspaper settlements for comparability, although not in any systematic fashion. For the Guild in particular, the pattern used to be set by New York papers and the *Washington Post*. Vancouver papers are now seen to be ahead but no great importance is attached to maintaining parity with Vancouver settlements. This also seems to be the case for the IPGCU. Montréal is perceived to have too much variation in its wage rates to serve as a suitable comparison group.

On the management side, specific wage goals during negotiations are to reduce "inflated" wage rates for some specific categories, particularly for paperhandlers and less-skilled workers such as mailers. Otherwise, management seems to want wage settlements consistent with local wage increases rather than with industry standards or pattern settlements in other cities.

A comparison of wage changes from 1970 to 1980 for two important newspaper job categories is given in Table 3. The selection of these two rates — reporters' scale and journeyman pressmen — allows the reader to see how Toronto wages have compared with one another, and with both the Toronto Consumer Price Index and the Toronto Manufacturing Average Hourly Earnings Index over the decade. (All indices and wage rates, except those of the *Sun*, have been indexed to 1970 where 1970 equals one to simplify comparisons.)

Perhaps the most interesting feature of the table is that wages for pressmen have generally kept pace with the average hourly earnings in the city. Reporters' rates, on the other hand, show considerable fluctuation. It should be noted that they are category minimums; individual reporters are free to seek higher wages from their employers. In general, *Globe* reporter rate increases have fallen behind increases in the average hourly earnings in Toronto manufacturing industries, while *Star* rates have increased at a faster pace. This suggests that the co-ordinated bargaining of the craft unions is acting to maintain approximate wage parity between the papers while, under the more independent Guild bargaining, wage increases have varied substantially. The reporter scale maximum at the *Star* has increased by about 10 per

cent more than the average hourly earnings in manufacturing industries, and the reporter scale maximum at the *Globe* by about 15 per cent less.

Another finding is that newspaper wages have kept ahead of inflation by a relatively substantial, and continually increasing, amount. Thus, while the Toronto CPI increased by 112 per cent over the decade, wage scale increases were in the order of 135 per cent to 160 per cent for the same period.

Salary data for the Toronto *Sun* are not indexed. Data prior to 1977 are not available; the *Sun* did not begin to use its own pressroom operation until 1975. Over the period 1977 to 1980 a consistent "catch-up" trend is evident. By 1980, *Sun* salaries had begun to match, and in some cases surpass, those of the other Toronto papers. It also should be noted that *Sun* employees with more than one year of service receive an additional profit-sharing supplement. During the period covered in Table 3, this amounted to six per cent of salary.

**Table 3**

*Weekly wages (as at January 1 of each year)*

Year	Toronto CPI <sup>1</sup> (1970=1.00)	Toronto manufactur- ing average hourly earnings <sup>2</sup>	Reporter (maximum scale rate)			Journeyman pressman		
			<i>Globe</i> <sup>3</sup>	<i>Star</i> <sup>3</sup>	<i>Sun</i> <sup>4</sup>	<i>Globe</i> <sup>3</sup>	<i>Star</i> <sup>3</sup>	<i>Sun</i> <sup>4</sup>
1970	1.00	\$3.06 (1.00) <sup>5</sup>	\$180.00 (1.00)	\$186.00 (1.00)	—	\$182.00 (1.00)	\$182.00 (1.00)	—
1971	1.02	3.30 (1.08)	192.00 (1.07)	218.00 (1.17)	—	197.00 (1.08)	200.00 (1.10)	—
1972	1.06	3.56 (1.16)	210.00 (1.17)	236.00 (1.27)	—	218.00 (1.20)	218.00 (1.20)	—
1973	1.13	3.84 (1.25)	235.00 (1.31)	258.00 (1.39)	—	240.00 (1.32)	240.00 (1.32)	—
1974	1.25	4.31 (1.41)	253.00 (1.41)	276.00 (1.48)	—	258.00 (1.42)	258.00 (1.42)	—
1975	1.41	4.94 (1.61)	271.00 (1.51)	342.00 (1.84)	—	300.00 (1.65)	300.00 (1.65)	—
1976	1.51	5.52 (1.80)	317.00 (1.76)	375.00 (2.02)	—	330.00 (1.81)	333.00 (1.83)	—
1977	1.63	6.02 (1.97)	347.00 (1.93)	403.00 (2.17)	327.00	358.00 (1.97)	361.00 (1.98)	350.00
1978	1.77	6.37 (2.08)	375.00 (2.08)	425.00 (2.28)	354.00	380.00 (2.09)	383.00 (2.10)	380.00
1979	1.93	6.95 (2.27)	397.00 (2.21)	437.00 (2.35)	390.00	410.40 (2.25)	395.00 (2.17)	418.00
1980	2.12	7.59 (2.48)	420.82 (2.34)	482.25 (2.59)	418.00	439.15 (2.41)	441.50 (2.43)	445.00

<sup>1</sup> Source: Statistics Canada #62.001

<sup>2</sup> Source: Statistics Canada #72.002

<sup>3</sup> Source: Collective agreements

<sup>4</sup> Source: Toronto *Sun*. Figures represent average salaries for job category. Data prior to 1977 are not available.

<sup>5</sup> Index in parentheses: 1970=1.00

### *Non-wage issues: technological change*

Perhaps the most important factor affecting union-management relations in Toronto in the past two decades has been technological change.<sup>23</sup> If union power and influence is related to newspaper concentration and closings, it is a relationship embedded in the dramatic effects of new newspaper technology.

Hardest hit by the change to computer technology in newspaper production (see Volume 8 in this series of research reports) were the typesetters, stereotypers, photo-engravers, and similar employees. For example, the ITU strike of 1964-71 was precipitated in part by the replacement of typesetters by automated equipment.<sup>24</sup> The photo-engravers, represented by the GAIU at the *Globe*, were phased out of existence in 1976 and the union no longer represents employees at the paper. The IPGCU represented 170 platemakers in 1974 and now represents about 50 because of improvements in platemaking techniques. As one person interviewed put it, "Two platemakers can now do what it used to take eight to do 10 years ago." Composing room employees (whose task now is to trim and paste up news and advertising columns to make up a full page before it is photographed for platemaking) are seen as the next group to be affected. As a result, unions are loath to certify such groups and to face the problems of their impending job elimination.

Reporters have also been affected, most noticeably by the use of VDTs.<sup>25</sup> However, job losses have been minimal for this group and technological change is not yet a major problem for them. Nevertheless, some employees have been affected. The *Star* now obtains computerized TV listings from a United States source. This resulted in job losses for a small number of employees in 1979.<sup>26</sup> The pressmen who print the paper are not threatened by wholesale technological change in the immediate future; nor, as yet, are those responsible for its delivery.

Next to the no-longer-active ITU, the Toronto newspaper union most affected is clearly the GAIU, whose newspaper members are now to be found only at the *Star*. There, the 25 GAIU employees represent only a very small fraction of the union's total Toronto membership, most of which is to be found in other aspects of the printing industry. The IPGCU has suffered to a lesser extent as a result of the declining need for stereotypers. Technological change has, however, not greatly affected the pressmen and paperhandlers represented by the union. Finally, the Newspaper Guild has been affected very little. Moreover, to the extent that the new technology offers opportunities for growth, those opportunities seem to fall within the Guild's jurisdiction as the steps between initiating stories and having them printed become fewer and more automated.

The unions' response to technological change has occurred on several fronts. Unions have attempted to retrain their members in the new techniques and skills. For example, the Canadian Graphic Arts Institute operates a joint union-management retraining school in Toronto. However, the demand for such employees continues to decline.

Another response has been to deal with the consequences of technological change in a consultative manner through collective bargaining. The unions have attempted to win guarantees of job security for existing employees and have pressed for joint health and safety committees to consider potential problems. The Guild has been instrumental in encouraging such committees to look into the problems of VDTs which have now become an issue in the Toronto industry.<sup>27</sup> Management



objectives in bargaining have been to protect management's right to introduce new technologies in order to increase production efficiency and to reduce labor costs.<sup>28</sup>

Bargaining outcomes in the area of technological change over the decade show some increases in management's ability to reduce work force requirements as a result of new and more efficient technology, and some decrease in the protection afforded to employees in the face of technological change. In the analysis which follows, attention is focused on changes between 1970 and 1980 in the collective agreements for the editorial departments, the pressmen and, in the case of the *Star*, the photo-engravers.

There are no explicit statements of management's rights regarding changes in technology in the Guild's contracts with the *Star*. At the *Globe*, however, a statement giving management the right to introduce new processes and equipment appears throughout the decade. The pressmen had no statements about management technology rights in their 1970 contracts at either the *Globe* or the *Star* but, by 1980, contracts at both papers explicitly gave management the right to determine the number of employees (situations) required by the paper. The photo-engravers (GAIU) showed no changes throughout the decade. All their contracts explicitly stated that management is free to use new technology and can unilaterally determine manning requirements.

On the subject of advance notice to the union in the event of technological change, all Guild contracts throughout the 1970s stipulated a three-month period. Pressmen's contracts were somewhat more vague, indicating that notice must be given when technological change is decided upon. No advance notice provision is contained in the photo-engravers' contracts throughout the decade.

The provision for retraining in the event of dislocation because of technological change was a feature of all Guild contracts, which stipulated that such retraining would be at management's expense. The pressmen's contracts in 1970 had no retraining provision; however, their *Star* contract in 1980 provided for retraining in the event of the introduction of "single purpose computers" and a retraining allowance of 65 per cent of salary for a maximum of three years for displaced employees taking a recognized retraining program. The *Globe* contract still had no retraining provision by the end of the decade. The photo-engravers' contract with the *Star* had no provision in 1970 but, by 1980, had a retraining allowance provision similar to that between the pressmen and the *Star*.

None of the contracts throughout the 1970s provided for a relocation allowance, a work-sharing plan, or a provision for reopening a contract to negotiate technological change.

One minor concession gained by some units is the stipulation of mandatory discussions between union and management regarding the effects of technological change, particularly in cases where it would involve work force reductions and layoffs. The pressmen's contracts had such a provision throughout the decade, with the additional provision that disagreements over layoffs could be subject to arbitration. The Guild's unit at the *Star* had no discussion provision at the start of the decade, but had added one by the late 1970s. Neither the Guild's unit at the *Globe* nor the photo-engravers' at the *Star* had any discussion provisions in their contracts throughout the decade.



From the viewpoint of the employees, the most important contract provision is that of employment security in the face of technological change. At the start of the decade, all Guild contracts and the photo-engravers' contract at the *Star* indicated that no layoffs would take place, and that work force reductions would be by attrition only. By the end of the decade, the photo-engravers' contract allowed layoffs by voluntary retirement and seniority (with a six-month notice period). The Guild's contract with the *Star* allowed reductions by voluntary transfers with retraining, early retirement, voluntary dismissal, and dismissal by seniority. At the *Globe*, the Guild contract specified reduction by attrition for those hired before 1977, and no salary reduction for those transferred. The layoff notice period was 30 days at the *Star* but was not specified in the *Globe* contract.

At both papers, the pressmen in 1970 had the power to delay layoffs due to technological change prior to an arbitration decision. By 1980, this had been changed to a clause in which management agreed to use every reasonable effort to bring about work force reductions by attrition. Throughout the decade, at both papers, reductions could take place by seniority (with a two-year notification period) and redundant employees were to be listed as substitutes.

Finally, severance pay provisions for those dismissed because of technological change showed some improvement over the decade. In 1970, pressmen who were laid off got one week's pay for every five months of continuous service up to a maximum of 38 weeks, plus \$500. By 1980, the maximum had been raised to 52 weeks' pay. In 1980, Guild employees at the *Star* received the same benefit while, at the *Globe*, they got one week's pay for each six months of continuous service up to the 52 weeks' maximum, but no additional cash payment. Photo-engravers at the *Star* received three weeks' pay for each 12 months of continuous service, with no maximum, plus \$500.

One other measure of management control related to technological change is the provision on press-manning specified in the collective agreement. Newspaper management has long felt that printing presses could be run with fewer pressmen than was the case at the start of the decade, but the power of the pressmen's union made it very difficult to reduce manning levels.<sup>29</sup> That such reductions have finally occurred is shown in Table 4.

Between 1970 and 1975, manning levels remained fairly constant or rose slightly at both the *Star* and the *Globe*. Both papers moved to larger press operations in this period. Management did succeed in removing the necessity of an extra man for the balloon formers — the part of the press that folds the sections of the paper — during the first five years. In the last half of the decade, however, the manning level for nine units dropped by three at each paper, the manning requirements for color cylinders also dropped substantially, and a maximum crew size of 11 was established. In addition, at the *Star*, the manning level for operation of a single printing unit dropped from five to four (where it had been at the start of the decade). In summary, the changes in press-manning requirements show increasing gains on the part of newspaper management, whose next bargaining goal is to move from unit-manning to "room-manning" specifications.

#### *Professional autonomy and union power*

While journalists in Québec have shown a great deal of interest and concern over matters of professional autonomy, very little interest in this subject has been seen in

**Table 4***Changes in press-manning requirements*

		One unit	Nine units	Extras (applies to both papers)
1970	<i>Globe</i>	4	12	1 man for every 2 color cylinders,
	<i>Star</i>	4	12	1 man for balloon formers
1975	<i>Globe</i>	5	14	1 man for every 2 color cylinders,
	<i>Star</i>	5	14	no extra for balloon formers
1980	<i>Globe</i>	5	11	1 man if more than 3 color cylinders,
	<i>Star</i>	4	11	maximum crew size: 11

Toronto. The Guild has concentrated its attention on wages, benefits, and health and safety issues surrounding the new VDT technology. Much of the local's administrative time is spent handling grievances. There are, however, some topics related to professional autonomy in Guild contracts.

With respect to its *Globe* contracts, the Guild clause stipulating that an employee's byline shall not be used over his protest remained unchanged throughout the decade. At the *Star*, however, the Guild's contract moved from this single clause in 1970 to an elaborate specification in 1980 of steps to be taken in the event of a substantial change in a reporter's story, the publication of a correction or apology regarding an employee's work, the publication of a letter to the editor criticizing an employee's work, and pressure to disclose news sources or information gained in the course of employment. Nonetheless, these issues do not appear to be the subject of much concern to employees in Toronto.

Other collective bargaining outcomes over the past decade relate to the question of union security and its power as an organization. Unions are more "secure" (and therefore have greater power) when all employees are required to be union members and the problem of "free riders" is eliminated. In the same way, unions are more powerful when they can rely on a steady income from union dues. Thus, obligatory payment of dues (even from non-members) and compulsory deductions from pay cheques (dues checkoff) both contribute to the local's security and power.

On the subject of union membership provisions, all three craft units (pressmen at the *Globe* and *Star*; photo-engravers at the *Star*) have maintained closed shops throughout the decade. The Guild has maintained a modified union shop at the *Globe* (all new employees must belong; existing members must maintain their membership) with exemptions permitted. At the *Star*, the 1970 contract specified a modified union shop with 10 exemptions and the requirement that exempted employees in lower-level job classifications must pay union dues. By 1980, this had been changed to a modified union shop with 10 exemptions only for higher-level jobs and no dues-paying requirement for these exempt employees.

None of the craft unions had a provision for dues checkoff during the decade. At the *Globe*, the Guild maintained a voluntary dues checkoff provision; at the *Star* the provision was voluntary for existing members but mandatory for new employees. As mentioned earlier, the Rand formula will come into effect in succeeding contracts, if a union requests it, as a result of recent provincial legislation.

An important contract provision, if unions are to be able to co-ordinate their bargaining, is the right to refuse to cross picket lines. In its strongest form, this would include any picket lines. Weaker is the right to refuse to cross picket lines of other bargaining units of one's own union. Finally, a restriction to specific other bargaining units in the same company curtails even more the power of the picket-line clause. Similarly, the right not to handle work from other units on strike ("struck work") is weakened if it is limited to work involving other units of one's own union.

All Toronto newspaper contracts with struck-work clauses were limited to work from other units of the same union. Only the photo-engravers' contracts provided for both refusal to handle struck work and refusal to cross any picket line involving an authorized strike by their union. These provisions remained in effect throughout the decade. All the pressmen's contracts contained a refusal to handle struck work, except that this provision was restricted somewhat in their 1980 contract with the *Star*. All Guild contracts contained a struck-work provision and, in addition, the *Globe* contracts allowed members to refuse to cross picket lines set up by other Guild units at the *Globe*. (The *Star* has only one Guild unit.) These Guild provisions did not alter throughout the decade.

### *Union-management conflicts*

As the 1970s began, a strike was dying in Toronto. The ITU, which had struck all three Toronto papers over the automation issue in 1964, admitted defeat and called an official end to the strike in 1971. The details of this disastrous strike will not be presented here; other excellent accounts are available.<sup>30</sup> Only the results of this strike for the newspaper industry in Toronto concern us here.

One effect of the strike was that it ended the presence of the ITU in the Toronto daily newspaper industry. More important, newspaper managements realized that they could oppose the unions and overcome their resistance to technological change. With relatively little difficulty, the papers were able to publish without the striking typesetters and this has been an important factor in newspaper union-management relations in the city ever since.

Another consequence was that it discouraged unionized employees to the extent that union leaders have had a great deal of difficulty building enough support to obtain substantial power at the bargaining table. Employers regard union threats to strike as hollow, knowing that many employees remember the fate of the typesetters.

Many union leaders, as well as individual employees, were impressed by the proof of management power and have therefore been reluctant to oppose management bargaining initiatives.

A fourth effect of the ITU strike is that it did substantial damage to the possibility of newspaper union co-operation within the city. Only the mailers' union, which historically had close ties with the ITU, joined the typesetters in their walkout. This was at least in part the ITU's fault, as it had failed to co-ordinate its negotiations with the other craft unions which had already signed their contracts and thus would have had difficulty joining the strike. (The Guild at the *Telegram* had a picket-line clause which enabled its members to strike, but most crossed the ITU picket lines anyway as a result of the ITU's failure to inform other unions about what was happening.) The photo-engravers, who had evidently had a jurisdictional dispute with the ITU prior to the strike, signed an agreement with the newspapers

shortly after the strike began. On the whole, the ITU strike not only served as a poor example of union co-operation, but has impeded such co-operation since. No union would risk a strike that could not succeed without support from the other newspaper unions.

Finally, the typesetters' strike called into question the relationships between Canadian locals and their international parents in the United States. In its actions, the ITU not only appeared to be unsympathetic to the plight of the Toronto strikers but determined to use them in a "do-or-die" test case. Many people came to feel that the international head office had too much power, which it wielded by controlling pensions, other benefits, and the strike pay of the Toronto typesetters.

Although this was the only recent strike in the Toronto newspaper industry, it would not be true to say that there has been no recent union-management conflict. By its nature, the process of collective bargaining involves the use of power. For unions, this most typically means the threat of strike or other action which would hinder the production and sale of newspapers. At the *Globe*, displays of union power have been relatively benign. In the 1977 negotiations with the Guild, employees wore "frown" buttons and, in 1979, reporters withheld bylines. In the last round of negotiations with the IPGCU in 1979, the union organized a pressmen's slowdown in the last two days of negotiations. However, management negotiators at the *Globe* expect bargaining to be more co-operative in future and believe that both sides will adopt a "problem-solving" focus under Megarry's apparently more open management.

An attitude of confrontation has been more in evidence during negotiations at the *Star*. For example, in 1975, with the IPGCU in a legal strike position, some web breakages — which results in the paper tearing as it moves through the presses — and other suspected sabotage occurred. In the 1979 negotiations with the Guild, the union held a strike authorization vote and received 90 per cent support. However, such events in the Toronto newspaper industry are not much different from those in most other industries, and much more benign than some.

### *Union organizing*

One indicator of the health and power of unions is their success in signing up new members and establishing new bargaining units. In the past few years, however, the Toronto newspaper unions have not had much success in their organizing drives.

At the Toronto *Sun*, the GAIU attempted to organize craft employees but failed to get many signatures. The IPGCU has also made at least two attempts and, although it succeeded in signing up earlier GAIU members, it met with considerable resistance and discontinued the effort. The Guild, too, has considered organizing *Sun* employees but is not at present trying to recruit, preferring to wait for internal problems at the *Sun* to pave the way. Given the attitude of most *Sun* employees, it appears to be unlikely that they will be organized in the near future.

A second group which seems at first glance to be ripe for certification are the compositors at both the *Star* and the *Globe*. The GAIU in particular recognizes that these employees would fall within its natural jurisdiction but, like the other unions, realizes that they will soon be replaced by further automation. Thus, the unions see little benefit in attempting to certify composing room employees.

The unorganized departments at the *Globe and Mail* also seem to be likely targets for organizing drives. In 1977, the IPGCU tried to organize the *Globe's* mailroom employees but succeeded in signing up only 25 per cent. The *Globe's* district sales representatives have been the target of drives by both the Teamsters and the Guild, the latter making three separate attempts. Both unions failed.

One exception to the organizing failures experienced in the Toronto newspaper industry is the successful drive by the IPGCU to certify mailers at the *Star* in 1974. A first contract was obtained in April, 1975, after a long campaign involving at least six separate cases before the Ontario Labor Relations Board, one of them an application for a pre-hearing vote.

The failure of most organizing drives suggests that non-unionized employees are not finding the prospect of union membership attractive. This probably reflects the opinion these employees have of the unions' power and ability to improve their lot or to protect their jobs. The problem is increased by the feeling of some employees that union membership is "tainted"; they prefer to see themselves as individuals who need not rely on unions for job security. This view is strengthened by Guild editorial collective agreements which contain only minimums and permit private arrangements with the employer for higher salaries. Despite the assistance the recent compulsory checkoff legislation should provide, it is unlikely that organizing prospects will improve for the Toronto newspaper unions in the near future.

### **Attitudes of union members and public opinion**

The pattern emerging from the 1970s in the Toronto daily newspaper industry is one of declining union power. The decline is related to the *Telegram's* closing and the start of the *Sun*, but it also results from technological change and the attitudes of union members themselves.

Union members are simply not militant, particularly at the *Globe*. Substantial distrust of union leadership remains. Guild leaders, for example, have recommended to members that certain contracts be rejected; the members have ratified them nevertheless. Most members believe it would be impossible to strike successfully. The leadership realizes that, whereas, in the past, the basis of the unions' power was control of needed skills, it now must be in numbers and union solidarity. Achieving that solidarity is proving to be difficult.

Public opinion is another factor that has militated against union strength and influence in Toronto newspapers. Union leaders often look with envy to Vancouver as an example of a "union town". It is a city in which there is much more public sympathy toward unions and strikes. Toronto has not been very supportive of strikes or other union activities. For example, in March, 1981, the Labor Council of Toronto sponsored a "Boycott the *Sun*" month because of the *Sun's* alleged anti-union practices. The boycott went largely unnoticed and had minimal, if any, effect on *Sun* sales.

Toronto newspaper union leaders know they cannot rely on public support in a strike. The Toronto public will buy papers if they are available, or continue to subscribe. As a result, a successful strike would have to ensure that newspapers were not available. However, technological advances have made it possible for management to continue to produce the paper in spite of a walkout. After the New York newspapers' strike of 1978, the unions realize that management's only area of

vulnerability is the delivery system. Even here, however, prospects for a successful strike are not great. Both the *Globe* and the *Sun* are distributed by independent contractors. The *Star*, with a unionized delivery system, may now have the resources — as a result of the Inland acquisition — to organize an adequate substitute in the event of a strike.

On the whole, the situation is encouraging from management's point of view; it appears that in the Toronto industry it would now have little difficulty producing and distributing newspapers under strike conditions. Further, it can count on substantial public support. The power and influence of the newspaper unions has probably never been less.

## Conclusions

1. Since the ending of the ITU strike in 1971, Toronto has had no major labor conflicts in its newspaper industry.
2. The newspaper unions had a minor role to play in the closing of the Toronto *Telegram*, but were a precipitating factor in its closing.
3. Management and employee attitudes toward newspaper unions played a major role in the establishment of the non-unionized Toronto *Sun*.
4. Toronto newspaper unions were not a factor in the acquisition of the *Globe and Mail* by Thomson Newspapers, as far as the *Globe* itself is concerned.
5. Anticipation of union conflict may have been a factor in Torstar's decision to purchase the Inland chain of suburban papers.
6. Following the ITU strike (1964-71) and the *Telegram* closing (1971), the power and influence of Toronto newspaper unions have declined.
7. The decline of union power and influence is in large part a result of technological change in the industry. Unions now are less likely to cause newspaper closings.
8. The effects on the Toronto newspaper unions of the Thomson purchase of the *Globe and Mail* are insignificant to date.
9. The effects on the Toronto newspaper unions of the Torstar purchase of Inland could be substantial if it provides an alternative delivery system.
10. Unions are under some pressure to act jointly in negotiating with the Toronto newspapers but are having difficulty in doing so.
11. The relatively weak position of Toronto newspaper unions is due in part to membership mistrust of union leaders and in part to public opinion which is hostile or indifferent toward unions.
12. The power and influence of the newspaper unions in Toronto probably have never been less than they are today.

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# 5

## Ottawa: a failure of management

by Donald Swartz and Eugene Swimmer

This chapter examines management practice and labor-management relations at the *Ottawa Citizen* and the *Ottawa Journal* with a view to assessing their bearing on the abrupt closing of the *Journal* on August 27, 1980.

The signal event of the 1970s, the study's focal period, was the long and bitter lockout at the *Journal* which began in the autumn of 1976. Two competing explanations for the *Journal's* demise quickly became evident. In one, the labor interruption, the first in the *Journal's* history, was the principal cause. In the other, the *Journal's* closing marked the culmination of a lengthy weakening process owing in no small measure to repeated management failures in several areas, including labor relations. This latter explanation, in our view, is the more persuasive.

### **The papers, the management, the market**

Prior to the Second World War, and for two decades thereafter, circulation at the *Citizen* and the *Journal* had remained roughly comparable. Each had evolved a distinctive editorial style and each addressed itself to a fairly clearly defined market. However, by the 1960s, management faced three formidable challenges: shifts in population from rural to urban areas in the Ottawa region had altered the overall market demand; the computer was revolutionizing production technology; both papers needed to relocate in new premises. The two papers, in part because of their divergent characters, responded to the challenges differently.

The *Citizen* had been owned by the Southam family since the 1890s. Its editorial stance had long been moderately liberal, although not always politically Liberal. Conversely, the *Journal*, independently owned until 1961, was conservative in its outlook, almost consistently Tory in its editorial policies.

The content and marketing approach of each paper reflected to some extent that portion of the market in which each found its readers. The *Citizen* appealed mainly to the inner city and adjacent housing areas. It carried a large classified section, news of city affairs and a roster of more sensational "human interest" and entertainment stories or syndicated columns. The *Journal* was the paper of the

Ottawa Valley region. It combined news articles and features “of record” with heavy emphasis on rural affairs, politics, and economics.

The senior executives of the two papers held significantly different conceptions of operating a newspaper.<sup>1</sup> The *Journal's* ethos, formed under the editorships of E. Norman Smith, Grattan O'Leary, and I. Norman Smith, epitomized the traditional conception of journalism. It viewed itself primarily as a newspaper “of record”, and only secondarily as a business. Idealist as well as conservative in the broadest sense, it saw journalism as being about providing “hard” news (on politics and economics) to the decision-makers of society (essentially the traditional middle classes), who ought to be properly “informed” on these subjects.

The *Citizen*, with the evolution of the Southam chain, had become by the mid-1940s an operating division of a public company, and put a greater emphasis on business success. It was much more aggressive about pursuing advertising, and more concerned with developing a style which would expand its circulation and so strengthen its capacity to draw advertising revenues. Besides featuring more sensational “human interest” and entertainment stories, the *Citizen* began to move further from the traditional “hard news” emphasis, adding local community news and social affairs coverage. It also began to develop a “snappier” format — more, shorter stories rather than fewer, longer ones.

The commercial emphasis of the *Citizen*, along with its lower production costs (various reasons for which will be discussed later), enabled it to be highly profitable through the 1950s and 1960s, whereas the *Journal* was a marginal operation.<sup>2</sup> As a consequence of its rather shaky financial condition, the *Journal's* owners tried to sell the paper during the 1950s. In 1961 it was purchased by FP Publications.

While the FP takeover led to somewhat greater concern with the business side of the paper, this new emphasis met resistance from the old-line editorial people who remained on the job.

The mid-1960s saw rapid growth of the national capital area as the federal government expanded both its social programs and expenditures. There was an influx of young, university-educated people who settled in the suburbs or in high-rise apartments in the city. The social attitudes of the newcomers transformed the newspaper audience.

*Citizen* management was strongly conscious of this change, and responded to it. The paper developed a light brevity of approach in its news and editorial columns, and introduced more signed personal opinion and other “human interest” features including new emphasis on photography. The *Journal*, meanwhile, plodded along in its traditional format.

The *Citizen* also commissioned readership studies to compare the relative positions of the two papers. Respondents saw the *Citizen* as both larger and “more popular”, providing an introduction to the capital region for newcomers.<sup>3</sup> “The *Citizen* was also perceived. . . as a sophisticated, polished, big-city newspaper, while its competition was seen to have a simple, small-time, homespun image.”<sup>4</sup> Moreover, the *Citizen's* reporting style was seen as “more aggressive, comprehensive, and sensational. That sensationalism, while making the paper more lively and exciting, also created a concern about exaggeration and inaccuracy. The *Journal* was perceived to be conservative and overly cautious, almost to the point of being dull; respondents also said it unnecessarily rehashed stories and became verbose.”<sup>5</sup>

Thus informed, the *Citizen* moved to build on its lively image and classified advertising service. More space was devoted to "happy and soft" news, and the classified section was lightened to enhance its appeal. The *Journal* replied with a more or less continuing format. Photographs were increased, but articles remained long. Although the paper could say it was competing in the same areas, it did not contain as many stories.<sup>6</sup> It continued to suffer from a lack of color, which was known to be a major attraction for readers.

The 1960s marked not only the beginning of a shift in market demography, but saw the development of radical changes in newspaper production technology. The different reactions of the papers to these changes again reflects their pre-1967 characters.

In essence, the papers were faced with three major decisions: whether to shift from "hot" to "cold" (computer) typesetting; whether to move to an offset press; and whether to forsake the traditional central city location in the interests of quicker distribution of their papers given the increasing traffic congestion in the urban core.

Both papers made these decisions in 1968, with the *Citizen* making all the right choices — a suburban location with ready access to the Queensway expressway, "cold" type, and an offset press — and the *Journal* making exactly the opposite, and erroneous, choices.<sup>7</sup>

Mention has been made of the *Citizen's* stronger commercial spirit. It was backed by strong management and resources at Southam head office in Toronto, while the *Journal*, and its parent FP organization, were frequently described as being "run out of Brigadier Malone's hip pocket". Malone, a former publisher of the *Winnipeg Free Press*, apparently thought the new cold-type production process a passing fad.<sup>8</sup>

The effects of these investment and editorial decisions on the subsequent market performance of the two papers during the 1970s is reflected in Tables 1 and 2.

According to Canadian Advertising Rates and Data (CARD) circulation figures (Table 1), both papers at the beginning of the decade were selling just over 80,000 papers daily, with the *Citizen* running 2,000 to 3,000 ahead of its rival. By early 1973, however, the gap was widening in the *Citizen's* favor. Their advertising line rates increased proportionately, with the *Citizen* moving from 16.6 per cent to 17.6 per cent higher than the *Journal*. The trend was disturbed for a time while the *Citizen* tested its new production process, but the setback was temporary; the gap was soon re-established, and continued to widen. By late 1975, the *Citizen's* lead had increased to 9,000; a year later, it was 19,000. Its managerial decisions of a few years earlier were paying rich dividends.

Between 1974 and 1976 the *Citizen's* ad line rate rose by 41 per cent (from 46 cents to 65 cents) while the *Journal's* increased by only 23 per cent (from 40 cents to 49 cents), as shown in Table 2. The newspaper market, however, was showing signs of maturity. Total circulation for the two papers was increasing only slowly, with long periods of virtual stagnation.

## **Unions and bargaining structure**

The post-war history of labor relations at the two papers was another story.

**Table 1***Circulation figures of Ottawa Citizen and Ottawa Journal: 1970-1980*

		<i>Citizen</i>		<i>Journal</i>		Net difference
		Total distribution (Mon-Fri)	% city	Total distribution (Mon-Fri)	% city	
1970	Jan.	84,518	82.7	81,171	63.4	3,347 C
	July	84,839	81.4	82,262	63.9	2,577 C
1971	Jan.	81,285	80.2			
	July	83,445	81.5			
	Sept.			84,288	64.6	
1972	Jan.	82,798	80.4	82,917	63.7	119 J
	July	89,871	81.1	85,678	63.8	4,193 C
1973	Feb.	87,716	80.0	82,148	63.1	5,568 C
	July	90,046	80.8	83,271	64.2	6,775 C
1974	Jan.	88,499	79.6			
	Mar.			90,644	63.1	
	July	94,453	79.1	90,038	63.5	4,415 C
1975	Feb.	88,344	78.6	82,275	60.9	6,069 C
	July	89,464	79.4	80,737	64.2	8,727 C
1976	Jan.	91,471	78.8	78,276	63.6	13,195 C
	Mar.	98,321	79.2			
	Oct.	98,866	79.0	79,849	62.8	19,017 C
1977	Jan.	99,563	78.1			
	Feb.			77,123	62.1	
	Mar.	107,863	78.0			
	July	107,251	78.1			
1978	Jan.	106,667	77.2	74,063	61.3	32,604 C
	Mar.	112,368	77.2			
	June	112,807	77.0			
	July			69,145	59.8	
1979	Mar.	120,317	75.5			
	July	120,544	75.6			
	Sept.			64,819	58.3	
1980	Jan.	121,170	74.4	64,479	59.9	56,691 C
	Mar.	126,584	74.3			
	July	126,760	74.2	67,785	59.7	58,975 C

Source: *Canadian Advertising Rates and Data (CARD)*, Maclean-Hunter.

Until 1945, they had shared a relationship with the International Typographical Union (ITU) for more than half a century.<sup>9</sup> The union had maintained a joint agreement with the two papers throughout the period, and there had never been either a strike or a lockout. The nature of this agreement preserved the ITU's classical 19th century craft tradition (which included jurisdictional control, manning levels, apprenticeship training, and the honoring of union "general laws") intact. Mailers, stereotypers, and pressmen were also unionized and, like the ITU, had a joint agreement with the two papers.

This situation changed abruptly in June, 1946, when the ITU walked out at the *Citizen*, shutting down the paper. The dispute had its origin in Winnipeg, where a strike resulted from a breakdown in negotiations between the ITU and the Winnipeg *Free Press* and *Tribune* over the application of the ITU's general laws. The *Tribune*,

**Table 2**

*Advertising line rate comparison:  
Ottawa Citizen and Ottawa Journal: 1970-1980*

	<i>Citizen</i>	<i>Journal</i>	% Difference <sup>1</sup>
1970	35¢	30¢	16.6
1971	38¢	32¢	18.8
1972	40¢	34¢	17.6
1973	44¢	38¢	15.8
1974-Jan.	46¢	40¢	15.0
Nov.	50¢	43¢	16.3
1975	55¢	45¢	22.2
1976	65¢	49¢	32.7
1977	70¢	53¢	32.1
1978	80¢	56¢	42.9
1979	90¢	62¢	45.2
1980	\$1.00	75¢	33.3

<sup>1</sup>  $100 \times \frac{\text{Citizen-Journal}}{\text{Journal}} = \% \text{ Citizen rates are higher than those of the Journal}$

Source: CARD

like the *Citizen*, was a Southam publication, and the Ottawa printers struck in sympathy with their Prairie union brothers. The *Journal*, as an independent paper, escaped the dispute.

*Citizen* management asked the *Journal* to cease publication voluntarily during the strike period, but the request was refused. The *Journal* made a request in turn that its rival release a part of its quota of rationed newsprint.

However unwelcome the strike may have been at the time, it proved to be a gift in disguise for the *Citizen*. "Scab" (non-union) printers were hired to replace the striking ITU members and, after a few weeks, production resumed more or less normally. The *Citizen* was successful in getting the ITU decertified, a defeat from which the union never fully recovered. Although the non-union printers formed a local of the Canadian National Printing Trades Union (CNPTU) in the mid-1950s, management retained full control of the production process, employing some 30 fewer compositors than the *Journal* (roughly 58, compared to 85 or 90) for the ensuing 30 years, and at lower wages for 25 of those years.<sup>10</sup>

By the mid-1960s, the ITU still remained the principal union at the *Journal*, with a classic craft collective agreement which gave it jurisdiction over the composition process. Other small craft unions — stereotypers, pressmen, and mailers — existed at both papers. The Newspaper Guild, a quasi-industrial union, represented about 40 *Journal* clerical workers, but the editorial staff was not unionized.

The reverse applied at the *Citizen*, where the Newspaper Guild represented from 150 to 170 people, mostly editorial and non-production workers, and the ITU was not present. In its place was a quasi-company union, the CNPTU, which lacked the traditional controls over production exercised historically by the craft unions,

and the Guild, which represented some 15 proofreaders and teletype perforator operators, typically part of the ITU's jurisdiction.

By 1963, this situation had begun to change. Some *Citizen* composing room workers, unhappy with working conditions they regarded as inferior to the *Journal's*, made overtures to the ITU about reorganizing at the paper.<sup>11</sup> The initiative was interrupted, however, by the ITU strike at Toronto dailies the following year. It did not get under way again until the spring of 1968, when a committee was formed to study reaffiliation with the union. Its report favoring the move was endorsed at a meeting of the local in October. The ITU applied to the Ontario Labor Relations Board in November to be certified as bargaining agent for all *Citizen* employees within its traditional jurisdiction.

The *Citizen* challenged the move, forcing a long hearing.<sup>12</sup> After a board ruling which excluded some positions from the jurisdiction sought by the ITU, a vote was held in April, 1969, and the ITU was recertified. Negotiations for a contract the following year broke down, and a two-week strike resulted before a settlement was reached.

It is paradoxical that, while the history of labor relations at the *Journal* was free of work stoppages, the ITU had become powerfully entrenched in the production process. Conversely, the *Citizen*, having gone through a long and bitter dispute, emerged with complete control of the mechanical operation of the paper.

It may have been management aggressiveness, however, that resulted in the ITU's return. Some of the same workers who enabled the paper to publish again in 1946 were among those who sought the assistance, 20 years later, of the union they had helped to oust.

Another significant development in the bargaining structure at the two papers occurred in 1974. Prior to that time the unions, with the exception of a "mini-council" of mailers, pressmen, and stereotypers, had bargained individually with their respective papers. In 1974, however, all five unions decided to bargain as a joint council. The impetus for this joint approach came from the Newspaper Guild, whose leaders felt that whenever the papers bargained separately, management was able to divide and conquer. In Western Canada — particularly Vancouver and Victoria — co-ordinated bargaining had proved extremely successful.<sup>13</sup>

Managements of the two papers resisted the joint council approach and threatened not to recognize it as the bargaining agent. The unions responded by warning that if the joint council was not recognized voluntarily, they would elect identical bargaining committees for all five unions. In the end, the Ottawa Newspaper Joint Council was recognized.

The papers, however, made recognition conditional upon the unions accepting a joint management bargaining committee on the other side of the table. Management also made it clear that if one paper was hit by a slowdown or strike, making it impossible to publish on time, the other would cancel publication. Thus the "publishers' agreement" came into being.

There had been other such co-operative arrangements between the two papers in the past. During the 1950s, they shared a common distribution outlet, the Ottawa Newspapers Subscription Bureau, through which "comparability" in circulation had been pursued. There had also been attempts at mutual assistance in dealing with labor problems, the *Citizen's* overture to the *Journal* in 1946 being an example.

There is also evidence — disputed by *Citizen* management subsequently — of some co-operation between the publishers during the 1970 *Citizen* strike. This is discussed later in the chapter.

On three occasions during the 1974 negotiations, union slowdowns or wildcat walkouts made it impossible for one of the newspapers to publish. On these days, neither newspaper published. It was not until the 1976 events at the *Journal* that the publishers' agreement was put into practice most meaningfully, then broken by the *Citizen*.

By 1974, technological change had been instituted at the *Citizen* and new production processes were in operation. The *Journal* had not yet updated its production by the introduction of video display terminals (VDTs). The ITU at the *Citizen* had agreed to limit its jurisdiction over the use of VDTs to the production of display advertising. Thus editors, reporters, and classified advertising personnel were all able to enter and edit copy directly.

Despite statements of hard financial times and the need to end "bogus" work, *Journal* management agreed to continue to live with the stronger job security and jurisdictional clauses of its ITU contract. Further, it gave the union complete jurisdiction over VDTs, if they were introduced, and agreed that if technological change led to a reduction in the number of employees needed, the work force could be reduced by attrition only up to five each contract year. Any other reductions would be accommodated by reducing the work week per member without a weekly pay decrease. In return, the *Journal* was permitted to reuse local advertising plates for three weeks without resetting by compositors.

Thus, by 1974, the *Citizen* had succeeded not only in introducing technological change, but also in curtailing ITU control over the production process. The *Journal*, on the other hand, had yet to update its production process, and could look forward to stiff bargaining over technological change with the ITU, which had maintained strong job security and jurisdictional clauses throughout previous agreements.

By 1976, the *Journal* saw its position as no longer tenable. The *Citizen's* lead in copies sold each day had increased to 19,000 by October of that year. On the cost side, the *Journal's* composing room had 20 to 40 more employees than the *Citizen's*, at a cost of \$20,000 per employee.<sup>14</sup> Throughout the bargaining negotiations of 1976, *Journal* management's desire to obtain an agreement equivalent to the ITU-*Citizen* contract was a driving force in its approach.

As it is evident that the successive victories of the *Citizen's* management over the ITU exerted a strong, perhaps inordinate, influence over *Journal* management's collective bargaining demands, we will examine in closer detail the two major disputes — one a strike, the other a lockout by management — that led to management regaining composing room control at both papers.

## **The 1970 strike at the *Citizen***

By the late 1960s, awareness of the new technology and its implications was fueling the discontent of workers employed in producing the *Citizen* under the old technology.

The focus of the growing dispute between these workers and the paper's management now became negotiations for a collective agreement. The ITU demands included acceptance of the union's "general laws"; jurisdiction over work involving



the use of computers; a closed shop; time-and-one-half for the sixth shift of a week (*Citizen* printers were still working a 45-hour week); and comparable pay with their *Journal* counterparts.

The first two demands in practice would have given the ITU its jurisdiction back over production and job security in the face of the impending new technology. *Citizen* management, having won that control in the ITU's long absence, was not going to give it up again easily. Indeed, some believed the *Citizen* would never sign a contract with the ITU.<sup>15</sup>

In March, 1970, after seven months of fruitless negotiations, the *Citizen* suspended two composers indefinitely. The ITU laid an unfair practices complaint which was upheld to the extent that the indefinite suspensions were replaced by temporary ones. In June, the ITU sought and obtained a strike mandate. The *Citizen* remained intransigent, above all on the point that ITU jurisdiction would not include computer work. And so on Friday, July 3, the ITU launched a 17-hour work stoppage, shutting down the paper for that day.

It is perhaps testimony to the antipathy of the *Citizen* work force toward management at that time that on the following Monday, Newspaper Guild employees in the editorial and circulation departments refused to cross the ITU's picket line, in violation of their collective agreement. Management undertook to produce the paper with non-union personnel in the struck departments, and asked the unionized stereotypers, mailers, and pressmen to join them. When they refused, asserting that their contract exempted them from handling struck work, the *Citizen* locked them out — illegally.

As in 1946, the paper was able to publish every day following the one-day shutdown. Most of the work was handled by non-union personnel from the advertising and other departments; some were imported from Toronto and other points. According to Terry Kearney and Jim McCarthy, then respectively the leaders of the ITU and the Guild at the *Citizen*, and Lou Lalonde, general manager and later publisher of the *Journal*, the competing paper provided press-ready advertising copy and, in accordance with the existing publishers' agreement, made no attempt to capitalize on the *Citizen*'s publishing difficulties. R.W. Southam, then *Citizen* publisher, denied that *Journal* advertising material was used. We were unable to resolve this dispute.

Be that as it may, the *Citizen* continued to publish. As the strike wore on, a strong feeling developed, particularly among Guild leaders, whose large membership was really the power of the joint union action, that the ITU could not win its demands, and that pursuing them would only endanger the jobs of the other unionized employees. Consequently, on the eighth day of the strike, Bob Rupert, then local representative for the Newspaper Guild, warned the ITU that if it did not make major concessions quickly, he would recommend that his members return to work.<sup>16</sup>

Rupert's ultimatum led to compromises which formed the basis for settlement. The ITU settled for a five-day week, pay comparable to that of ITU members at the *Journal*, and the Rand formula, which applied only to new employees in the bargaining unit. Demands for the ITU "general laws", jurisdiction over computer work, and a closed shop were abandoned, and the *Citizen* emerged from the two-week strike with its jurisdictional gains of 1946 intact.



Shortly after the strike, a management consultant from the University of Chicago was engaged to examine the whole Southam chain, an examination which included extensive group discussions with *Citizen* workers in order to have grievances aired. Then, at the end of 1971, R.W. Southam sent a personal letter to all unionized *Citizen* employees, guaranteeing their employment for life. It was implicit that their jobs might change following a period of retraining.

Though undoubtedly an expression of goodwill by management, its meaning was dubious. Given the existence of a collective agreement, an individual guarantee of work could be interpreted as individual bargaining, and thus not binding. Secondly, the only serious employment reductions resulting from technological change would occur in the composing room. Here the *Citizen* had the luxury of relatively few employees (about 50 to 60) often working overtime. It seems evident that this guarantee was seen as meaningful by *Citizen* workers, however, a view enforced by the *Citizen's* willingness to include the guarantee as part of subsequent collective agreements. Overall, this magnanimous gesture by Southam was still a far cry from the ITU job guarantees obtained at the bargaining table with the *Journal*.

### **The 1976 lockout at the *Journal***

On May 14, 1976, the five Ottawa newspaper unions served the two papers with notice to bargain.<sup>17</sup> They again wished to co-ordinate bargaining through their joint council, now known as the Ottawa Council of Newspaper Unions (OCNU). The chief OCNU spokesman was Jim McCarthy, Guild president and a labor reporter at the *Citizen*. Syd Roberts, production manager at the *Citizen*, and Lou Lalonde, by then publisher of the *Journal*, were chief management negotiators for the two papers.

A month later, the unions and managements exchanged proposals. The *Journal* management asked for massive changes in the ITU agreement, including elimination of the entire technological change clause negotiated two years before, a reduction of ITU jurisdiction to that in the *Citizen* contract, and the removal of job guarantees for eight members of the bargaining unit.

After two negotiation breakdowns in July, the OCNU called for conciliation. It adopted the strategy of discussing ITU demands first, a tactic used successfully in Victoria in 1973 and in Vancouver in 1970. This gave the conciliator the toughest problem to tackle first. If he could not get agreement, the unions could get a "no board report" and place themselves in a legal strike position.<sup>18</sup>

A provincial conciliation officer met with the parties on August 30. The two newspaper managements wanted to discuss all contracts before agreeing to terms. The OCNU insisted on resolving the ITU issue first. Through this meeting and five more during September, Lalonde argued that the *Journal* had to get an agreement equivalent to the *Citizen*-ITU contract. This would have limited the compositors' jurisdiction over VDTs to non-classified advertising. The ITU agreed to negotiate the issue, but wanted to adopt the Montréal approach, which included some staff reduction by attrition, followed by job banking which would reduce the average work week (but not wages) for compositors.

On September 15, the ITU offered to concede direct access by reporters to VDTs in return for job guarantees, increased severance, and retirement incentives. Lalonde countered by offering retirement incentives for workers over 65. The ITU

representative, Robert Earles, later testified that the *Journal* undercut the union's confidence in the continuing nature of job guarantees:

Job guarantees are commonly understood and intended to be automatically renewable. He had not ever experienced an employer attempting to renege on them.<sup>19</sup>

The *Journal*, of course, had the right to demand renegotiation of any aspect of the expiring contract. It became evident to the unions that Lalonde would only guarantee jobs for the duration of the new contract, and would seek further job reductions in subsequent bargaining rounds. This realization became crucial in determining the acceptability of future *Journal* offers. By contrast, the *Citizen* job guarantees, though perhaps worth no more on paper than the *Journal*'s, were regarded by all parties as being "for life".

Lalonde was clearly under the gun. FP management's approach to the *Journal*'s declining financial position was automatically to cut costs. FP, under Malone, had never considered buying offset presses (which the *Citizen* had been using since 1973), changing the character of the paper, or turning it into a morning publication — which it eventually did in late 1979, before the chain was taken over by Thomson Newspapers.

Throughout this period, Lalonde proved to be an extremely recalcitrant negotiator. Roberts, his *Citizen* counterpart in negotiations, described him as much more aggressive and "militant for management" <sup>20</sup> than in 1974. It appeared that the *Journal* would either get the *Citizen* contract or take a strike. John Grace, editor of the *Journal* in that period, recalls that Lalonde told him that if a strike occurred, it could be the end of the paper.<sup>21</sup>

On October 3, 1976, a series of slowdowns at the *Journal* began to delay its afternoon publication time. Twelve days later, after repeated publishing delays, the paper announced it would not publish, and the *Citizen* did not publish either. Both *Citizen* and *Journal* employees were paid for the lost day.

Management of the two papers met the union joint council next day, with *Citizen* publisher R.W. Southam present for the first time. The *Journal* offered to extend job guarantees to six more ITU members in return for the *Citizen* contract. Lalonde also demanded an end to slowdowns as a prerequisite to further negotiations. The council refused on both counts. After the meeting, management caucused. Southam warned Lalonde that the *Journal* could not get the technological change and control it sought all at once. There was at least an implied threat that the *Citizen* would withdraw its support.

Lalonde felt Southam's advice was gratuitous, given the papers' relative employment levels and financial positions. An excerpt of this meeting is presented below:

Southam: You're not going to hit the bricks for jurisdiction? You can't get our contract all at once. You'll get it piecemeal.

Lalonde: To save one million dollars a year as you have since 1960.

Southam: The basis on which we guarantee you support is something reasonable.

Lalonde: We're not asking for anything unreasonable.

Southam: We got it over the years.

Lalonde: You're six years too late. We aren't going to give it away any longer. This is the time to do it if we are together. We can stand together.

Southam: Tell Dick (R.S. Malone, head of the FP chain) what I'm saying. You can't get it all at once.<sup>22</sup>

At the October 19 bargaining session, Lalonde mentioned that a new proposal would be offered.<sup>23</sup> There was another slowdown at the *Journal* that day; the *Journal* cancelled publication and again the *Citizen* followed suit. This second failure to publish led Lorne Nystrom, an NDP member of Parliament, to urge a combines inquiry of Southam and FP. The irony of the following quotation from the *Montréal Star* is obvious:

The deal has revived a long-standing rumor of an agreement between the two newspaper chains not to push each other too hard in Ottawa or in Winnipeg where they also compete. But management at the papers deny that this is true.<sup>24</sup>

On October 21, Lalonde offered the ITU job guarantees for the duration of the new contract for all workers under the age of 65, in return for the *Citizen's* contract. The ITU caucused and counter-offered to concede direct editing as well as direct reporter VDT input. That day's bargaining session ended with what appeared to be real movement on both sides. Negotiations were to continue the following day, but next morning the *Citizen* publisher informed the *Journal* that he was terminating the "no publication" agreement. The following is part of the text of his letter:

The *Citizen* has decided to end the alliance it had with the Ottawa *Journal* in the current negotiations between the two newspapers and the Ottawa Council of Newspaper Unions. As of today, the *Citizen* will no longer delay publishing if the *Journal* is late or cancel publication if the *Journal* cannot publish because of labor problems.

Although the *Citizen* agrees that it is essential that the *Journal* be allowed to automate and reduce its production costs there has not been total agreement between the two papers on the approach to negotiating this issue. However, the *Citizen* believes the *Journal* did the right thing in offering job security to all of its composing room employees Thursday and hopes that this will help to break the current deadlock.

The allegation that the alliance between the newspapers contravened combines legislation was not a factor in this decision. Our lawyers have informed us that the alliance was legal.

Because the alliance no longer exists, the *Citizen* asks that the Council of Newspaper Unions drop its refusal to allow the newspaper to negotiate with its own unions. The *Citizen* wants to start negotiating with its own employees immediately and sees no reason why it should be prevented from doing so.<sup>25</sup>

The dissolution of the publishers' agreement was the turning point in these negotiations. Why did the *Citizen* break the agreement? We were told repeatedly by *Citizen* management, including Southam and Roberts, that the entire agreement was informal (not in writing) and that from the beginning it was made clear that the "strike issue" had to affect both papers. Southam said there was no way the *Citizen* was going to stop publishing to fight a battle for the *Journal*, a battle it should have

fought itself long ago. Southam rejects the charge that it was a business decision to damage the competition.<sup>26</sup>

Lalonde was equally adamant that he had been betrayed by Southam (and by Gordon Fisher, president of Southam Inc.), and viewed it simply as an attempt to destroy the *Journal*. Lalonde also rejected the existence of any formal or informal stipulations on the agreement.<sup>27</sup>

Objectively, the evidence falls squarely with Lalonde. First of all, there was a formal agreement: an exchange of memos between Lalonde and Southam. The excerpts reproduced here indicate no provisos:

*From Lalonde to Southam, September 27, 1976:*

This is to confirm our meeting this morning at which I reaffirmed the *Journal's* position that in the likely event of the unions playing one paper against the other, be it the ITU, the Guild or the pressmen, that we would stand together and that a strike against one newspaper would be considered a strike against the other. . . .

Should there be any repetition of the sitdown of pressmen, such as occurred last week, we would have no hesitation in delaying our press run until such time as your pressmen or our pressmen were prepared to work.

This also applies to the Guild on any issue in which the union may try to exercise pressure for unreasonable demands on one paper or the other. *Similarly, in the case of the ITU be it jurisdiction or other unreasonable demands.* (Emphasis added.)

I would appreciate if you would confirm this understanding in writing.

*From Southam to Lalonde, October 4, 1976:*

I am writing to acknowledge receipt of your letter of September 27 and to confirm that I offer you the same guarantees of support.<sup>28</sup>

Nonetheless, it is clear that, by October 16, the *Citizen* was on the verge of withdrawing its support. Lalonde ignored Southam's advice not to try for complete technological control all at once. Therefore, his shock and anger, when the *Citizen* actually did bail out, seems misplaced.

The *Citizen* was the big winner. Not only could it exploit the *Journal's* labor trouble in terms of circulation, but it was also able to bargain with *Citizen* unions at any time. When conflict escalated between the OCNU and the *Journal*, the unions decided they could not fight both papers and, in December, accepted an "agreement of convenience" with the *Citizen*, settling basically on management's terms.<sup>29</sup>

The *Citizen's* pull-out shifted the bargaining power and attitudes of the parties. The *Journal* was clearly in trouble if slowdowns continued. Its circulation would be hurt drastically if the *Citizen* was at newsstands on time and the *Journal* was not. In the circumstances, the *Journal* had to be published on time, either by the union members or by strikebreakers from other FP papers. Lalonde and Malone were enraged by the *Citizen's* "betrayal", and their anger, at least in part, eventually became directed at the unions.

The OCNU had mixed feelings about the events. It realized a lockout was possible and, with most of the computerized equipment already in place at the

*Journal*, the likelihood of its publishing with non-union personnel and supervisors had increased. This decline in union power led to more concessions. At the same time, the unions viewed the *Citizen's* move as a condemnation of the *Journal's* intransigence, and a moral victory.<sup>30</sup>

Lalonde met the OCNU about an hour after the *Citizen's* announcement. His agitation was apparent as he accused the ITU representative, Earles, and OCNU president McCarthy of having a pact with *Citizen* management to destroy the *Journal*.<sup>31</sup> In an attempt to keep negotiations going, Earles offered to concede ITU jurisdiction over VDT direct input of classified advertising, provided ITU personnel were allowed to fill any vacancies in the classified advertising department rather than have new personnel hired.<sup>32</sup> Lalonde agreed to respond after the weekend.

The ITU and *Journal* had come fairly close to settling the issue. Despite its public statements, the union had agreed to relinquish VDT jurisdiction over reporter input, editorial input, and classified ads. The only remaining divergence from the *Citizen* contract was the handling of wire-service copy, which the ITU had not conceded. The *Journal* had agreed to guarantee all 86 ITU jobs for the length of the agreement (which could have been three years). The issues remaining were whether ITU members were to be retrained, moved to a reduced work week, or paid to do nothing.

Unfortunately, Lalonde's anger blinded him to the union's conciliatory moves. He kept referring to McCarthy's statement, reported in the *Citizen*, that the *Journal* would "continue to publish late until they lock us out or get back to the bargaining table".<sup>33</sup> Though others might consider this to be typical bargaining rhetoric, to Lalonde the statement was:

direct evidence of a continuing effort to bring the *Journal* to its knees. . . .

It is simply unacceptable to me, as it should be to every employee of this newspaper. . . . that a labor reporter from our main competitor is able to call the shots in this way in a matter involving the life or death of the *Journal*.

(It was) "inconceivable" that the tactics of the unions were being directed by an employee of the *Citizen* which had unilaterally ended its agreement to negotiate jointly with the *Journal*. The situation continued to have all the marks of a co-ordinated plan to destroy the *Journal* economically.<sup>34</sup>

On the evening of October 25 (despite the fact that the *Journal* had come out on time that day), Lalonde called the ITU to announce that "the *Journal* has no other alternative but to declare the situation a strike by the unions".<sup>35</sup> Thus began the lockout of all union members at the *Journal*.

From that day on, until some of the other unions reached an agreement to return to work, the *Journal* was produced by non-union employees — reporters, editors, and classified advertising personnel — along with management and personnel flown in from other FP publications. The ITU was never to return.

The unions felt backed into a corner. Earles had made a substantial concession informally, and the management response had been to lock them out and attack the personal credibility of their chief negotiator. Lalonde was also willing to use the *Journal* as a platform for management views on the dispute, to spread innuendo that

the unions were behind picket line violence, carrier harassment, and newspaper thefts. The OCNU responded with a harder public position on jurisdiction, and the organization of a subscription boycott.

No bargaining occurred for weeks. Lalonde informed the unions that he no longer intended to bargain with the OCNU, with the ITU, the Guild, or the mini-council. Victor Scott, chief of provincial mediation services, set up a series of seven meetings between the unions and the *Journal* for November and December, 1976.

In the interim, the OCNU stepped up its boycott. The president of the Canadian Labor Congress, Joe Morris, asked Ottawa residents to boycott the paper. The Canadian Union of Public Employees and the Public Service Alliance of Canada urged their members to cancel subscriptions to the *Journal* for the duration of the lockout.<sup>36</sup>

*Journal* management felt it had taken the unions on and was winning. The paper was paying a lot of double time and the lockout was expensive but the paper was publishing every day, by now without much loss in quality. The labor-saving aspect of computerization became evident for the first time. The composing room was run by 20 to 22 workers, a quarter of the staff used before the lockout.<sup>37</sup>

Lalonde or Malone, or both, apparently decided the time had come to clear up collective agreements with all of the unions. The new hard line became obvious in the November negotiations, when Lalonde indicated that the unions would have to forget about their old contracts and accept streamlined agreements. In addition, the *Journal* wanted only employees who could perform, and whose first loyalty would be to the company, not the union.<sup>38</sup> In line with this statement, he presented the mini-council (not the ITU) with a package for a completely new agreement. It called for compensation increases over three years — eight per cent, six per cent, and five per cent — but removed most existing job guarantees, all manning requirements, and the jurisdiction clause for pressmen and stereotypers.

The November negotiations proved fruitless; meetings were short, or cancelled. Lalonde refused to meet OCNU representatives (as opposed to individual union bargaining teams) and made it clear there would be no bargaining until the alleged harassment of *Journal* employees ceased.

McCarthy resigned as president of the OCNU, but remained as president of the Guild local. Lalonde refused to meet the Guild if McCarthy were present. By his own admission, Lalonde “went overboard” with his personal vendetta.<sup>39</sup>

Through December, the *Journal* published, and Lalonde continued his litany of articles accusing the unions of unreasonable bargaining positions, intimidation, and complicity in a plot to destroy the newspaper. The OCNU widened its boycott activities to advertisers as well as subscribers.

Scott, the provincial mediator, scheduled additional meetings in January and the unions, hoping to reactivate negotiations, agreed to bargain as separate unions without *Citizen* employees present. At the January 5 meeting, Lalonde announced new conditions for bargaining: the union had to stop the boycott. At the next meeting, on January 20, Bill McLeman, Canadian director of the Newspaper Guild, suggested that if bargaining resumed, the parties could issue a joint statement that the boycott was off. Lalonde refused. He wanted proof of the union’s good intentions by calling an end to the boycott and reversing the subscription campaign before bargaining resumed. Lalonde clearly had no desire to bargain. Though the *Journal*

probably did not originally plan to take the unions on, at this point Lalonde and Malone were willing to take the unions back only on their terms.

## The industrial inquiry commission

In a rare move to break the deadlock, Ontario's minister of labor, Bette Stephenson, appointed D.L. Johnson as a one-person industrial inquiry commission on January 24, 1977. Johnson met the parties in early February. He was required to determine the facts and could issue non-binding guidelines for settlement. At the first meetings, the unions stated they would suspend the boycott before meeting with management, provided a mediator was present at the negotiations. They were also prepared to accept a smaller financial package than the one ratified at the *Citizen*.<sup>40</sup>

Lalonde stated the management bargaining position, which included compensation for damages:

In bargaining sessions during the last three months, the *Journal* has insisted that violence, harassment, threats to its working staff, threats and intimidation of its circulation carriers, theft of newspapers, damage to its circulation and advertising must cease before any other matter affecting the future relationship or working condition of members of the union can effectively be discussed. All the old collective agreements expired either on August 31, 1976, or on October 1, 1976, and all company proposals for the renewal of such agreements made prior to October 26, 1976, have been withdrawn by management.

In future bargaining sessions, when union pressure tactics cease, it will be necessary for the company to negotiate adequate compensation for damage done and to prevent damage in the future including physical damage to the *Journal's* plant and equipment by members of the union who have threatened to do so. . . .

The *Journal* also reaffirms its belief that no third-party intervention can replace collective bargaining between the parties.<sup>41</sup>

Not surprisingly, Johnson was unable to get the parties back to the bargaining table. On February 24, he issued his report which included recommendations for settlement. The underlying rationale of his proposed settlement was that the unions could not expect as good a contract as they might have been offered before the lockout. The employer had published for four months without the unionized employees, and the opportunity of individual union members to apply for active employment (Section 64 of the Ontario Labor Relations Act) would run out in two months.<sup>42</sup> His major recommendations follow:

- (a) On resumption of direct bargaining the unions should cease and desist the advertising and circulation boycott campaign against the employer and all other activities designed to impede or impair the employer's business or make it more difficult for the newspaper to be published except for the maintenance of the present level of informational picketing.
- (b) On execution of agreements between the employer and all five unions the unions will: (i) contact by letter and by personal visit from a union representative at the union's expense any advertiser or subscriber who diminished or cancelled his business with the *Journal* at any time during



the labor dispute, to explain the settlement to that customer and to encourage him to resume normal business with the *Journal*, and (ii) issue a public statement explaining the settlement and urging the public to support the *Journal* and the unions by placing business with the *Journal*.

- (c) In the final agreement between the employer and the Typographical Union the jurisdiction and management rights provisions should, in general, accord with section one of the employer's proposals of June 15, 1976. In the final agreement between the employer and the other four unions the employer should be able to choose in general the preferable of the jurisdiction, manning and management rights provisions of the expired collective agreements between the employer and the four unions or the current agreements between the *Ottawa Citizen* and the four unions. . . .
- (d) The employer should guarantee full-time employment for the life of the new agreement at the employee's skill rate according to the wage schedule in the new agreement regardless of the actual duties performed for all union members who return to work upon execution of the new agreement and who were full-time employees as at the date of the *commencement* of the last expired agreement.
- (e) No recriminatory action will be taken by either party with respect to any incidents occurring prior to or during the labor dispute except that representatives of either party shall not be precluded by this paragraph from testifying or supplying information in connection with criminal charges already laid.
- (f) The provisions of the current agreements between the unions and the *Ottawa Citizen* newspaper should, in general, apply in all other respects, except that there should be no retroactive application of any monetary benefits and except where the parties mutually agree to preserve the language of the expired agreements or to insert new language.<sup>43</sup>

Johnson gave the *Journal* what it needed (according to Lalonde): "the *Citizen* contract". The proposals required identical ITU jurisdiction at both papers, and actually allowed the *Journal* to choose between manning and jurisdiction clauses from the expired *Journal* or current *Citizen* contracts for the other unions. The major cost was the ITU job guarantee (86 employees) for the life of the new agreement. Lalonde said Johnson's package was tempting but, after four months, he and Malone felt:

We were winning the strike, we had earned the right to have a small composing room and we just weren't willing to give in or agree to that kind of deal.<sup>44</sup>

Lalonde argued that the *Journal* was not trying to break the union but believed it could force the ITU to sign an agreement without guarantees. His public justification for rejecting the report, on March 14, 1977, centred on a demand for damage compensation and a rejection of third-party intervention into the bargaining process.<sup>45</sup>

For the union leaders, Johnson's recommendations were difficult to swallow. They represented an admission of defeat on practically everything, and less than they



had been offered by Lalonde before the lockout. Even the job guarantees would be only for this agreement, and would be the first thing Lalonde would want removed in the next bargaining round. Nonetheless, they accepted the report. Predictably, they were furious when the *Journal* rejected it. Richard Weatherton, of the ITU, stated:

The public will see now that Lalonde is out to destroy the unions. Up to now we've been Mr. Nice Guy. Now we have nothing to look forward to. We'll see if we can put Lalonde's people out of work. I'm quite optimistic we can do what we want to do.

We have not tried to destroy the *Journal* up to now. I didn't see the advantage of putting them out of business. Now we have nothing to look forward to.<sup>46</sup>

The next day the OLCNU announced its intention to file a complaint with the Ontario Labor Relations Board that the *Journal* was not bargaining in good faith. In addition, it announced a resumption and escalation in the advertising and circulation boycott which had been dormant during the previous month and a half.

This represented, in our view, the second turning point, and by contrast with the first, the *Journal* management had no one to blame but itself. It had achieved the objective of gaining control of the production process. Its production costs would have been higher than the *Citizen's* in the short run, until the guarantee ran out. It failed to understand the way the public would react to its rejection. Losses for 1976 were \$1.1 million, with another \$580,000 loss for January-February, 1977. The circulation gap had widened to 30,000 papers a day and, in January, 1977, the *Citizen* had 60 per cent more advertising. The *Journal's* January, 1977, ad space was down by 122 pages (about 15 per cent) from the previous year.<sup>47</sup> Yet Malone and Lalonde kept stubbornly to the strategy that when revenues decline, costs must be cut.

In the months to come, they would see more cancelled subscriptions and advertising (even from the City of Ottawa) in the wake of this public intransigence. In the end, the *Journal* won the battle to reduce costs, but in the process lost the war to declining revenues.

## **The Ontario Labor Relations Board hearing**

The petition filed with the Ontario Labor Relations Board (OLRB) by the union alleged 16 instances of misconduct which constituted bargaining in bad faith. The major charges concerned the *Journal's*

- (1) conditions for bargaining (reversing the boycott and agreeing to compensation);
- (2) refusal to accept the composition of the union's duly-elected bargaining committee (refusing to bargain with McCarthy);
- (3) using the newspaper to carry on a self-serving press campaign (accusing the unions of violence, conspiring to destroy the *Journal*, and so on);
- (4) refusing all attempts of third-party involvement, from mediation to Johnson's report.

In sum, the union alleged that the *Journal* was trying to wipe out the unions.<sup>48</sup>

The unions' proposed remedy required the OLRB to impose new collective agreements based on Johnson's recommendations, and to award union members back pay as damages.

Management's first reaction to the case was to stall for time. Perhaps it wanted the six-month reinstatement period following a lockout to expire. On March 30, the first day of the hearing, the *Journal's* lawyer resigned and asked for a two-week recess to acquaint a new lawyer with the case. The OLRB denied the request and the *Journal* appealed unsuccessfully to the Supreme Court of Ontario. After four days of hearings, the *Journal* dropped its conditions for bargaining (reversing the boycott and arranging compensation) and offered to resume negotiations.

Ray Illing, a provincial mediator, was appointed to aid the parties at the bargaining session and the OLRB postponed the hearing. The talks broke down after five days because of what Illing referred to as "childish behavior".<sup>49</sup> Lalonde offered the ITU a contract similar to that recommended in Johnson's report, but with no job guarantees. The unions responded by asking the OLRB to reconvene the hearings, as the offer was unacceptable.

The OLCNU was quite confident that the OLRB would find the *Journal* to have bargained in bad faith. As to the remedy, the worst expected was a 2 to 1 decision (the labor representative dissenting) against implementing the Johnson report. Even such a decision would have put great pressure on Lalonde in subsequent bargaining to give some job guarantees.<sup>50</sup>

The *Journal* engaged in a two-pronged defence. Its lawyer filed a countersuit alleging that the unions had bargained in bad faith. Lalonde justified his tough bargaining stance by the need for survival. For the first time, management admitted substantial losses of \$1.7 million from January, 1976, to February, 1977 (up from a \$112,000 loss in 1975).<sup>51</sup>

The unions' counsel pointed out that FP Publications, the owner of the *Journal*, was not in financial trouble:

There are other situations in other newspapers coming up. If they put \$1 million into busting the unions at the Ottawa *Journal* (they feel) it is a good investment.

There's no way we can get into it without looking at FP and the *Journal*.<sup>52</sup>

The hearing finally ended on March 25 after four weeks of testimony and presentation of 280 exhibits.

During this period, the *Journal* instituted free classified ads to boost circulation. After one month, the campaign was dropped as a failure. The boycott's effect was unclear, because the paper ceased reporting circulation figures. On April 18, Ottawa city council voted to stop its advertising in the *Journal* which had amounted to \$35,000 in 1975. After threats of lawsuits and pressure from the business community, the decision was reversed two weeks later.

The board's unanimous decision was released June 20, 1977. Donald Carter, chairman of the OLRB, wrote that "both parties, during the course of negotiations, have failed to meet the standard imposed by Section 14".<sup>53</sup> The board found five examples of bad faith bargaining by the *Journal*, including the refusal to recognize McCarthy as a member of the bargaining team, failure to bargain with the OLCNU instead of individual unions, and the insistence on discussion of damages prior to

bargaining other issues. The board also found that the OCNU had bargained in bad faith by demanding resolution of the ITU jurisdiction problem before negotiation of any other contracts at either the *Citizen* or the *Journal* (during the summer of 1976). The chairman summed up as follows:

...almost from the outset, both parties have regarded their very survival to be at stake. Hard bargaining by the other side, therefore, is not perceived as what it is but rather as amounting to something far more sinister. We do not see here any employer plot to destroy the unions, nor do we see any union plot to destroy the employer. What we see is a bitter and protracted dispute that can only be resolved by sensible and realistic attitudes on both sides of the bargaining table.<sup>54</sup>

The board rejected the unions' remedy of implementing a collective agreement or awarding damages and merely required the parties to return to the bargaining table:

The obligation contained in Section 14 is an obligation to bargain. Parties to collective negotiations are required to bargain in good faith and to make every reasonable effort to make a collective agreement, but they are not required to reach a collective agreement. Good faith bargaining cannot be equated to the execution of a collective agreement and conversely, bad faith bargaining cannot be equated to a failure to reach agreement. In other words, it is possible for the parties to comply with the obligation set out in Section 14 and still not reach agreement. Where the obligation is breached, therefore, it cannot be assumed that an agreement would have been reached but for the existence of bad faith bargaining. The imposition of a collective agreement, therefore, is not within the scope of the board's remedial authority where it is attempting to redress a failure to bargain in good faith. . . .

This is a case where neither side can be given a clean bill of health, both sides on different occasions having failed to meet the standard of good faith bargaining. The responsibility for the breakdown of negotiations must be borne by both sides. Moreover, if these complaints had been brought to the board more quickly, it is quite possible that the situation would have been corrected, and the damage would have been minimal. In this case, therefore, the board does not consider it appropriate to award damages. The appropriate remedy, in the board's view, is a bargaining order directed at both sides. Given the strained relationship between the parties, this bargaining order should be supplemented by a direction to the parties to make joint application for mediation services.<sup>55</sup>

The OCNU was stunned by the decision. Not only was the award worse than possibly expected (it had been found guilty of bargaining in bad faith) but it was unanimous. Even Michael Fenwick, the labor representative on the OLRB, ruled against the union's proposed remedies.<sup>56</sup> Its bitterness is summed up in the following statement:

The report said that the *Journal* bargained in bad faith on five occasions, and the unions did so once. The unions' bad faith bargaining was only raised by the company as an afterthought, and this afterthought was used by the board as a cop-out crutch to avoid dealing with the vast body of evidence placed before it during two months of hearings.

In essence, the board has offered neither justice nor a solution to what it agrees to be a particularly bitter, strained and difficult labor situation.<sup>57</sup>

There appeared little else for the unions to do but accept what Lalonde was offering at the bargaining table, especially now that the six-month post-lockout period for individual return to work had run out.

Negotiations continued through July and August, with Ray Illing again as mediator. Lalonde was willing to take locked-out employees back from all unions except the ITU. He would guarantee only 18 jobs for the 60 (out of 85) remaining ITU members still on the picket line and refused severance pay to the 42 others.

The unions asked the OLRB to reopen the hearings because the *Journal's* position had hardened even further. Before the board ruled on reopening the hearings, the *Journal* reached an agreement (in September) with the mini-council of mailers, pressmen, and stereotypers. The one-year contract called for all members to return to work with \$325 weekly salaries (equivalent to the *Citizen*) and no loss of jurisdiction over their areas of specialization.<sup>58</sup>

Two days later, the Guild rejected the *Journal's* offer of settlement because it took away severance pay from the old contract and would exclude most current circulation department employees from the bargaining unit.<sup>59</sup>

On September 20, the OLRB agreed to let the Guild and ITU present whatever evidence they had accumulated since the original decision, at a new hearing scheduled for November. The union argued at the new hearing that the *Journal* had not budged from its position of offering only 18 ITU jobs with no severance pay for remaining employees. Lalonde would not even consider allowing ITU members to fill vacancies in the Guild bargaining unit which would exist if both unions settled with the employer.<sup>60</sup> Again the board rejected the union's argument:

...our finding is that the unions have not established that the events following (the June) order have altered the bargaining situation so as to make the earlier order inappropriate.<sup>61</sup>

The Guild returned to the bargaining table with few alternatives. If it did not settle quickly it would likely be decertified by the current circulation department employees. As Guild president Katie FitzRandolph said, the decertification application forced it to settle for Lalonde's last offer: "a total rape of the contract and an eight per cent wage increase."<sup>62</sup> After more legal wrangling, the *Journal* and the Guild signed the contract (some three months later) and 18 Guild members (of the original 30) returned to work, ending the 17-month lockout.<sup>63</sup> In June, 1978, the Guild narrowly defeated a decertification vote.

Only the ITU had not settled and it never returned to work. Two years after the lockout there were still 30 ITU members on the picket line, living on the \$150-a-week strike pay from the International. In January, 1980, the ITU and the *Journal* signed an agreement (not a contract) concerning the 15 locked-out employees still on the picket line. The *Journal* paid up their pensions at a cost of about \$2,000 per employee, and gave the workers additional severance allowances of \$1,500 to \$2,500. The ITU agreed to end its boycott of the *Journal*.<sup>64</sup>

## Epilogue

The *Journal* management at last obtained the free hand in the production process that the *Citizen* had. Composing room employment was reduced from 85 to about 20. The chief architects of the *Journal* strategy to cut costs, R.S. Malone and Lou Lalonde, both left the scene in 1979. Malone retired as FP president, and shortly afterward Lalonde stepped down as publisher of the *Journal* through early retirement. It is ironic that the succeeding FP and Thomson managements did spend some money to improve the product: they obtained partial offset facilities (allowing for better color reproduction), hired new reporters, and switched to morning publication. Had this management attitude existed in 1970-1975, the *Journal* might still be publishing (with or without the ITU).

The unions were left in complete disarray. The cost of the lockout was combined with the eventual breakdown in solidarity when the mini-council and the Guild returned to work. In the 1978 bargaining round at the *Citizen*, the unions negotiated separately. The *Citizen*, perhaps learning from Lalonde, took an aggressive position with all unions, offering them a package that could be accepted *in toto* or rejected. If rejected, negotiations would begin from scratch. The package was accepted quickly by all unions except the Guild. After six months of negotiating, and a failed attempt for a "bad faith bargaining" OLRB ruling, the Guild accepted the package.<sup>65</sup> It was hardly generous from the unions' viewpoint, calling for 21 per cent over three years, particularly considering this was the first contract since the end of the federal government's wage and price controls program, and the AIB had shaved two per cent off wage increases during the previous two contract years.

These agreements expired in the summer of 1981, but given the residual distrust among members of the unions, there was still no chance of co-ordinated bargaining this round. Once again, all the unions accepted management's offer of a three-year pact with wage increases of 14 per cent, 10 per cent, and 11 per cent respectively.

The obvious winner in the piece is *Citizen* management. Not only does it own a virtual monopoly of the English-language press in Ottawa, it faces weakened and disorganized unions. The *Citizen* is in the enviable position of enjoying large ad revenues and a relatively low wage bill. The decision to break the publishers' agreement in October, 1976, turned out to be almost as profitable as the decision to go with computerized typesetting and an offset press.

## Conclusions

In light of our research, what can be said of the role played by labor-management relations in the closing of the *Journal*, and the survival of the *Citizen*? No firm answer is possible, but the weight of the evidence points toward a decidedly minor role, certainly in relation to that played by marketing strategy and overall management sophistication.

For all the importance attached to newspapers because they are associated with "freedom of expression", they not only operate within, but are a constituent element of, a capitalist economic system. They, no less than other corporations, are driven by competition, among themselves and indeed all corporations, to maximize profits lest their owners shift their available capital elsewhere. It is integral to the competitive process that there be winners and losers; that industries be repeatedly reorganized

and rationalized in response to changing circumstances, with the weaker elements giving way to the stronger.

A major restructuring of the newspaper industry has been under way for almost two decades, as it has been experiencing increasing competition from television for its major source of revenue — advertising. As a result, there were, by the mid-1970s, virtually no North American cities with two local afternoon dailies. Many of the papers which lost this competition simply disappeared; others joined the growing ranks of mainly tabloid-style morning papers, designed largely for people with long trips from home to work.

Our data show that the *Journal* was well on the way to losing the battle, if it had not already lost it, before the eruption of its dispute with the ITU in 1976. The paper failed to provide what the changed majority of potential readers in Ottawa wanted from a daily newspaper. Concern with commercial viability was not lacking among the newspaper's owners, FP, but the capacity to realize that concern was confounded by a combination of incompetence and shortsightedness. The result was that the *Citizen* had the new technology in place and fully operational while the *Journal* was still grappling with its implications.

The impact of this advantage was readily apparent. Between mid-1974 and the lockout two years later, the *Journal's* daily circulation fell by more than 11,000. Over the same period the difference between the two papers' advertising line rate doubled — from 16.3 per cent to 32.7 per cent, in favor of the *Citizen*. Thus, by the start of the 1976 negotiations, the *Journal's* back was against the wall. Here, too, FP's shortsighted commercialism served it ill, as it concluded that the appropriate response to declining revenues was to cut costs commensurately. The bargaining stance it adopted under the slogan, "We want the *Citizen* contract", simply amounted to a demand that the ITU bail the paper out by decimating itself. So intent was FP on pursuing this cost-cutting strategy that, when the ITU agreed, at the 11th hour, to surrender most of its jurisdiction in exchange for a suitable price, the response was to lock the unions out and intensify the verbal attack on their chief negotiator. The ensuing two-year "war" brought the *Journal* little saving in production costs, since it had to pay premium wages and heavy overtime to its non-union labor force, and only exacerbated its circulation and advertising revenue shortfall. Daily circulation fell from 80,000 (about 20,000 less than the *Citizen*) at the beginning of the lockout (October, 1976) to less than 70,000 (40,000 less than the *Citizen*) by July, 1978. At the time of the ITU severance agreement, circulation fell below 65,000 (55,000 behind the *Citizen*), a deficit which remained until the *Journal* folded. Undoubtedly, some of the circulation drop after 1976 was directly attributable to the union's boycott campaign, but some can also be interpreted as a continuation of a declining demand for an inferior product which began more than two years earlier.

Whether the *Journal* might have survived as an afternoon daily even if the ITU had capitulated without a whimper is a matter for speculation. Given the general trend in North America, and the fact that a sizeable segment of the Ottawa market is French-speaking, this seems unlikely. What if this bid for survival had been accompanied by a shift to the morning market in 1976? To begin with, such a move would have put the *Journal* in competition to some degree with the *Globe and Mail*, then the flagship of FP. It is unlikely that FP, under Malone's control, ever

contemplated this change. The change was made in 1979, after Malone had left the FP scene, and before Thomson Newspapers took over the company. In any event, the paper was shunned by advertisers, despite a marked revival in circulation to about 70,000 before the paper was folded a year later by its new owners. There is no reason to believe that the advertisers' response would have differed had the *Journal* made this move several years earlier.

### Acknowledgements

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### References

1. Interviews with Dr. John Grace, former editor of the *Journal*; Christopher Young, former editor of the *Citizen*, and Bob Rupert, former Ottawa representative of the Newspaper Guild.
2. In 1970, the *Citizen's* basic advertising line rate was 35 cents, more than 16 per cent higher than that of the *Journal*, and it carried substantially more advertising. Lou Lalonde, *Journal* business manager from 1959 to 1975 and publisher from 1975 to 1978, estimated that the *Citizen's* profits as a percentage of sales were about twice the *Journal's* three to four per cent rate in the 1960s and early 1970s. Lalonde also made the claim that, during the 1960s, the *Journal's* additional composing room costs, through higher manning levels, were \$20,000 per employee, including benefits, for an annual estimated total of \$400,000 to \$800,000.
3. Information is drawn primarily from interviews with Rupert and a research paper by D. Jordan, "Reader-Interests in the *Citizen* and the *Journal*: Factors Affecting Their Future". Honors essay, School of Journalism, Carleton University, 1978, p. 17.
4. *Ibid.*, p. 17.
5. *Ibid.*
6. A comparative content calculation for February 6-10, 1978, found that in the "hard news" category (international, national, provincial, and local information) the two papers were more or less equal. Yet the *Journal's* articles were longer, while the *Citizen* carried more, shorter articles. Thirteen per cent of the *Citizen's* editorial content was "soft news", compared to five per cent in the *Journal*. See Jordan, *supra*, n.3.
7. Among these decisions, the one concerning the choice of press was the most difficult since, at the time, offset appeared to be a slower process. To some extent, this decision involved a judgment concerning whether continuing refinements would be realized by the time of actual delivery, three to four years ahead.
8. Both *Citizen* and former *Journal* management people interviewed depicted R.S. Malone, then president of FP Publications, in these or similar words. Whatever the weaknesses of Malone and FP generally, however, they were reinforced by the traditionalist ethos of *Journal* management. It is possible that other factors influenced the *Journal's* decision to remain downtown. While its move was prompted in part by expropriation of its former location by the federal government, it not only received substantial compensation but leased its new space from Campeau Corporation, whose "favorable" treatment by the federal government has been thoroughly documented. See H. Deachman and J. Woolfry, "Les Terrasses de la Chaudière", *Our Generation* 14, No. 3, 1981, p. 9-34.



9. The main source for the early history of the *Citizen* is Charles Bruce, *News and the Southams*. Toronto: Macmillan, 1968.
10. Interview with Lalonde.
11. For example, the agreement which expired in December, 1968, contained a no-strike clause, permitted compulsory overtime, and a six-day week. See Terry Kearney, "The Ottawa *Citizen* and the ITU, 1946-1970", unpublished term paper, supplied by the author. Kearney's paper is the main source of background material to the 1970 strike.
12. The *Citizen* sought to keep the Newspaper Guild, which represented proofreaders and teletype perforator operators, as their bargaining agents despite the fact that 13 of the 15 people involved had signed ITU cards and an agreement dividing jurisdiction had been reached between the Guild and the ITU. See Kearney, *supra*, n.11, p. 16.
13. Interview with Bill McLeman, Canadian director of the Newspaper Guild.
14. Interview with Lalonde.
15. This comment, attributed to the paper's business manager just after the certification vote, is from Kearney, *supra*, n.11, p. 16.
16. Rupert's position was confirmed by Kearney, who shared his assessment of the situation. On balance, it seems that the lead regarding these demands was being taken by the ITU internationally, not least because it had never placed its imprimatur on the contract ultimately concluded without this being achieved. With the advantage of hindsight, both Kearney and McCarthy conceded that the ITU, locally, was probably shortsighted. In any case, the ITU's general strategy for dealing with the new technology was no answer. As Rupert put it, this amounted to fighting the technology in each local separately, resisting its introduction in every bargaining round until management was on the verge of bringing it in, and then calling a strike which, because the technology was at hand, management was almost certain to win.
17. Chronological information about the 1976 negotiations leading to the Ontario Labor Relations Board hearing of March, 1977, relies heavily on "Memorandum of Fact Filed on Behalf of the Complainant Unions", by Sack and Charney, solicitors for the OCMU, submitted to the OLRB in April, 1977.
18. Interview with McLeman.
19. "Memorandum of Fact", *supra*, n.17, p. 4.
20. Interview with Roberts.
21. Interview with Grace.
22. Notes of the meeting taken by Mary MacMillan, Lalonde's secretary, which were subpoenaed during the OLRB hearing.
23. McCarthy testified that Southam said the offer would solve all their problems. "Memorandum of Fact", p. 9.
24. "Ottawa Newspaper Strike Agreement Queried in House", *Montréal Star*, October 22, 1975.
25. Lalonde provided a copy of the letter.
26. Interviews with Southam and Roberts. They said the stipulation was in effect since the agreement was initiated in 1974. The stipulation, if it existed, never came up in the 1974 bargaining round because the thorny issues were wages and benefits, not technology.
27. Interview with Lalonde.
28. Lalonde provided copies of these memos.



29. Interview with McLeman.
30. Ibid.
31. "Memorandum of Fact", p. 10.
32. Ibid.
33. "Unacceptable Citizen Man Calling Shots", *Ottawa Journal*, October 25, 1976.
34. Ibid.
35. Newspaper Guild files.
36. "CLC Urging Boycott by *Journal* Readers", *Ottawa Citizen*, November 9, 1976.
37. Interview with Lalonde.
38. "Memorandum of Fact", p. 16.
39. Interview with Lalonde.
40. Minutes of meetings with Johnson, Newspaper Guild files.
41. "Publisher's Statement", *Ottawa Journal*, February 12, 1977.
42. Dean D.L. Johnson, *Report of the Commissioner in the Matter of an Industrial Inquiry Commission into a Labor Dispute Between the Journal Publishing Company of Ottawa and the Ottawa Council of Newspaper Unions*, February 24, 1977, p. 12.
43. Ibid., pp. 13-19.
44. Interview with Lalonde.
45. "Journal Rejects Inquiry Report, Union Threatens to Destroy Paper", *Globe and Mail*, March 14, 1977.
46. Ibid.
47. Financial information came out during OLRB hearings. See "Slowdown Caused Havoc, *Journal* Chief Testifies", *Ottawa Journal*, April 23, 1977.
48. The Labor Relations Act: Complaint under Section 79 of the Act of Unfair Practice before the Ontario Labor Relations Board between: The Ottawa Newspaper Guild, Local 205; The Ottawa Typographical Union, Local 102; The Ottawa Web Newspaper Press Men's Union, No. 62; The Ottawa Stereotypers and Electrotypers Union, No. 50; and the Ottawa Mailers' Union, No. 60, *complainants*, and The Journal Publishing Company of Ottawa Limited and L.A. Lalonde, *respondents*.
49. "Mediator Decries 'Childishness' ", *Ottawa Journal*, April 17, 1977.
50. Interview with McCarthy.
51. *Ottawa Journal*, *supra*, n.47.
52. "Newspaper Chain Forced to Disclose Financial Dealings", *Ottawa Citizen*, May 3, 1977. During the OLRB hearings management argued that the *Journal* and FP were separate decision-making entities. However, in a May 3, 1977, interview with Dana Flavelle, Malone agreed that FP made the corporate decision that the *Journal* must have the same freedom to introduce technological change as the *Citizen*. See Flavelle, "Technological Change and the Ottawa *Journal* Labor Dispute 1976/77", honors essay, School of Journalism, Carleton University, June, 1977.
53. "Decision of the Board in Cases 2028-76-U, 0041-77-U and 0048-77-U", *Ontario Labor Relations Board Decisions*, 1977, p. 319.
54. Ibid., p. 321.
55. Ibid., p. 322.

56. The OCNU wrote a letter to the Ontario Federation of Labor to put pressure on Fenwick to shape up or resign. Fenwick voted with the unions on the appeal of the original decision.
57. "Unions' Council Invites *Journal* to Join in Request for Mediation", *Ottawa Citizen*, June 22, 1977.
58. "*Journal*, 3 Unions Sign New Contract", *Ottawa Journal*, September 15, 1977.
59. "Guild Rejects *Journal* Offer", *Ottawa Journal*, September 17, 1977.
60. "Unions Protest *Journal's* Stance", *Ottawa Citizen*, November 15, 1977.
61. "OLRB Rejects Union Bid", *Ottawa Journal*, November 30, 1977.
62. "Union's Hands Tied", *Ottawa Citizen*, January 24, 1978.
63. For three months Lalonde refused to sign the contract he had offered and the Guild subsequently accepted. The Guild felt he was hoping to stall long enough for a decertification vote. The threat of another OLRB bad-faith complaint apparently made him relent. See "End of Press Dispute in Sight", *Financial Post*, March 18, 1978.
64. "*Journal* Boycott Ends as Strike Settled", *Ottawa Journal*, January 23, 1980.
65. Interview with McLeman.

# 6

## Montréal: the fragile mosaic

by Pierre-Paul Proulx

### The newspapers and their market

The closings of *Montréal-Matin* and the *Montréal Star* toward the end of the past decade involved some dramatic incidents in the conduct of industrial relations and made a dent in the overall growth of daily newspaper circulation in the metropolitan area. But circulation growth was sluggish in any case and the more fundamental reasons for it would appear to be slow economic growth in the region, out-migration, and competition from other media.

Total population in the province of Québec grew by an average of only 41,000 per year between 1971 and 1976, compared with 126,000 a year in the corresponding five-year period 20 years earlier.<sup>1</sup> In 1977, it grew by 10,000, in 1978 by 16,000. The English-speaking population, largely concentrated in Montréal, has been particularly affected by out-migration, and doubts had already been raised before the closing of the *Montréal Star* about the ability of the market to sustain two English-language newspapers.

Although the Québec economy had withstood the global recession fairly well, given the non-durable nature of the province's secondary manufacturing sector, more fundamental structural factors were not conducive to growth in newspaper advertising in either French-language or English-language newspapers.<sup>2</sup> The combination of slow population growth, affecting circulation, and economic circumstances, affecting advertising, put the Montréal newspapers — overall — in a fragile financial situation.

The mature stage of development of the daily newspaper industry in Montréal is illustrated in Table 1, giving the average daily circulation of the newspapers from 1976 through 1981. The weekday circulation increased by only one per cent in those five years, and Saturday circulation by only 4.8 per cent. Circulation growth had been quite significant between 1976 and 1978, when it was slowed first by the closing of *Montréal-Matin* and then by the closing of the *Montréal Star*.

The closing of the *Star* had a significant positive impact on the circulation of the *Gazette*, which increased 76 per cent on weekdays and 120 per cent on Saturdays during the 1976-81 period. Similarly, the closing of *Montréal-Matin* passed

circulation to others — but to *Le Journal de Montréal* rather than to *La Presse*. Looking at the whole market (Table 2), *Le Journal de Montréal*'s share increased from 22 to 42 per cent on weekdays, and from 17 to 33 per cent on Saturdays. The *Gazette*'s rose from 16 to 28 per cent on weekdays, and from 15 to 31 per cent on Saturdays. At *La Presse*, changes in the paper produced a circulation increase but this is not picked up in the data. In 1981, both weekday and Saturday overall circulation was down from 1978.

Wages and salaries paid by the Montréal newspapers in three major categories — pressmen, typographers, and journalists — are shown in Tables 3 and 4. The data in Table 3 indicate that pressmen and typographers are paid more in Montréal than in Toronto. This is, in part, due to the fact that French-language papers pay production workers more than English-language papers. The *Gazette* finds itself in a bridge position between French and English papers in Canada. This is compounded by the fact that the two typographers' unions, one French-speaking, the other English-speaking, are now joining, and the pressmen's union is in essence one union for all papers in Montréal.

The situation for journalists (Table 4) is less clear. Negotiations in late 1981 were expected to result in *Le Journal de Montréal* leading, with *La Presse* between it and the *Gazette*.

The work week, as we will see, was a critical issue in the strike that preceded the closing of the *Montréal Star*. The present work week situation is given in the paragraphs which follow.

Pressmen at *Montréal-Matin* obtained the 32-hour, four-day week in 1974. Since 1978, all production workers in Montréal have had the same, except at *La Presse*, where the work week is 28 hours. There has been a constant evolution toward the shorter week, with a 30-hour week instituted at *Le Journal de Montréal* in July, 1979.

The work week for office workers is as follows: 32.5 hours over five days at *La Presse*; 35 hours over five days at *Le Devoir*; 34 hours over four 8½-hour days at *Le Journal de Montréal* (since 1980, prior to which it was 35 hours over five days). At the *Montréal Star* and *Montréal-Matin* (prior to integration with *La Presse*), the work week was 35 hours over five days.

In the editorial departments, the work week at the *Gazette* is 35 hours over five days, the same as it was at the *Montréal Star* at the time of the 1978-79 strike. At *Le Devoir* and *Le Journal de Montréal*, it is 32.5 hours over five days, and was at that level in 1978, as it was also at *Montréal-Matin* before it closed. *La Presse*, which had a 35-hour, five-day week in the editorial department in 1978, is now down to 32 hours over four days.

An examination of confidential financial information of the Montréal papers indicates, however, that the population and economic factors already mentioned are fundamental to an understanding of the market and the role of labor relations in Montréal newspapers. The high ratio of labor costs to total costs experienced by some papers and difficulties in increasing advertising revenues naturally led to financial problems.

In general, then, the Montréal daily newspaper market is characterized by high labor costs, shorter work time than the national average, and a total daily newspaper market which has basically reached maturity. This implies great concern for

**Table 1**

*Circulation of Montréal daily newspapers, 1976-81*

	1976		1978		1981		% increase	
	Monday/Friday	Saturday	Monday/Friday	Saturday	Monday/Friday	Saturday	M-F	Sat.
<i>Le Journal de Montréal</i>	162,990	150,895	288,471	294,952	314,698	305,218	93	102
<i>La Presse</i>	159,533	243,370	167,770	265,100	185,003	283,582	16	16.5
<i>Le Devoir</i>	28,425	27,714	61,266	64,999	40,732	40,503	43	46
<i>Montréal Gazette</i>	121,383	128,794	113,592	126,428	213,362	284,144	76	120.6
<i>Montréal-Matin</i>	115,781	108,510	133,243	123,348				
<i>Montréal Star</i>	158,086	211,864	169,681	238,934				
<b>Total</b>	<b>746,198</b>	<b>871,147</b>	<b>934,023</b>	<b>1,113,761</b>	<b>753,795</b>	<b>913,447</b>	<b>.01</b>	<b>4.8</b>

Source: Canadian Advertising Rates and Data (CARD), Maclean-Hunter, Toronto.

**Table 2***Percentage share of the market by daily newspapers*

	1976 Monday/ Friday	1976 Saturday	1978 Monday/ Friday	1978 Saturday	1981 Monday/ Friday	1981 Saturday
<i>Le Journal de Montréal</i>	21.8	17.3	31	26.4	41.8	33.4
<i>La Presse</i>	21.4	27.9	18	23.8	24.5	31.0
<i>Le Devoir</i>	3.8	3.2	6.5	5.8	5.4	4.4
<i>Montréal Gazette</i>	16.3	14.8	12.1	11.4	28.3	31.1
<i>Montréal-Matin</i>	15.5	12.5	14.3	11.1		
<i>Montréal Star</i>	21.1	24.3	18.2	21.5		

Source: Canadian Advertising Rates and Data (CARD), Maclean-Hunter, Toronto.

efficiency and economies of scale and hence some rationalization, the adoption of technological changes, and examination of development strategies that could involve diversification of product to tailor newspapers for different segments of the market.

**Table 3***Hourly wages: production*

	December 31, 1978		January 1, 1981	
	Pressmen	Typographers	Pressmen	Typographers
<i>La Presse</i>	10.29	10.29	16.43	16.43
<i>Le Journal de Montréal</i>	12.19	12.19	16.66 <sup>1</sup>	16.66 <sup>1</sup>
<i>Montréal Gazette</i>	10.70	10.87	14.78	14.78
<i>Montréal Star</i>	— <sup>3</sup>	— <sup>3</sup>	14.78 <sup>2</sup>	14.78 <sup>2</sup>
<i>Globe and Mail</i>	—	—	13.42	—
<i>Toronto Star</i>	—	—	13.47	—

<sup>1</sup> \$500 per week salary = \$16.66 from July 1, 1980, increased by cost of living allowance (COLA) + 3%, July 1, 1981.

<sup>2</sup> If the paper had continued to operate (collective agreement until June 15, 1981).

<sup>3</sup> On strike then. Labor contract signed later, effective January 1, 1979, not retroactive. June 1, 1979, salaries = \$11.84 for typographers.

Source: Labor and Personnel Relations Letter, American Newspaper Publishers Association, Washington, D.C., and analysis of collective agreements.

## Management and union structures

On the management side, somewhat different structures and procedures for handling industrial relations have been in effect from paper to paper.

Table 4

*Weekly salaries of journalists*

	December 31, 1978		December 31, 1980	
	2-year seniority	5-year seniority	2-year seniority	5-year seniority
<i>La Presse</i>	\$325	\$381	\$397	\$464
<i>Le Journal de Montréal</i>	\$300	\$405	\$355	\$450 <sup>3</sup>
<i>Le Devoir</i>	\$302	\$391	\$364	\$470
<i>Montréal Gazette</i>	— <sup>4</sup>	— <sup>4</sup>	\$365	\$490
<i>Montréal-Matin</i>	\$325	\$381	\$397 <sup>1</sup>	\$464
<i>Montréal Star</i>	\$317	\$428.50	\$362.50 <sup>2</sup>	\$490

<sup>1, 2</sup> If these papers were still in operation.

<sup>3</sup> Increased by 13.3%, January 1, 1981, to \$509.85.

<sup>4</sup> First collective agreement signed March 2, 1979.

Source: Analysis of collective agreements.

The present leader in circulation, *Le Journal de Montréal*, is one of two Canadian daily newspapers owned by Quebecor Inc., in which Pierre Péladeau's Placements Péladeau holds a controlling interest of 68.2 per cent. Aside from the second daily, *Le Journal de Québec*, Quebecor has widespread holdings in community and provincial weeklies, a distribution agency, and a number of printing establishments, including the Imprimerie Dumont, which prints *Le Devoir*.

Until July, 1980, labor relations at *Le Journal de Montréal* were the responsibility of the directors of each department. They were accompanied at the bargaining table by a lawyer employed by Quebecor. Since that time, a personnel manager has been appointed as director of personnel and labor relations, but it appears that the Quebecor legal counsel will continue to be involved in labor negotiations.

Péladeau gives his managers clear and direct guidelines on labor relations which can be summarized as: pay salaries high enough to avoid strikes and do not accept co-management demands. *Le Journal de Montréal* appears to have harmonious labor-management relations, including close and open daily communication between management and journalists. The opportunity for launching the newspaper was provided by a long strike at *La Presse* in 1964. The paper was later to make major circulation gains, thanks to another strike, this time at *Montréal-Matin*.

*La Presse*, founded in 1884, has been controlled since 1967 — through various holding arrangements — by Paul Desmarais, president of Power Corporation. Because of problems of succession from the previous owners, provision for Desmarais' control of the paper had to be made through a private member's bill in the Québec National Assembly. The same law provides that any prospective new purchaser will have to obtain the consent of the Assembly.

In 1973, *Montréal-Matin* passed into the same ownership as *La Presse* and, in 1975, all its departments, except editorial, were integrated with the departments of the larger paper.

Conduct of industrial relations on the management side at *La Presse* has evolved over the years.<sup>3</sup> In the 1971 lockout, Desmarais was personally involved in the conflict. In the 1977-78 strike, during which *Montréal-Matin* was also closed, he was much less to the fore, although it is likely that the negotiating mandate for Fernand Roy, executive vice-president, came from Desmarais. In 1979, substantial changes were made in the human resources service (service des ressources humaines) at *La Presse*, reducing its size and giving it a clear liaison role between management and unions. A new president, Roger Landry, appointed in 1981, was given a general administrative mandate over the paper by Desmarais. These changes appear to have produced a better labor-management climate at the paper.

*Le Devoir*, a journal of serious news, opinion, and ideas founded by Henri Bourassa in 1910, has a unique form of ownership and management under which ownership is vested in the Imprimerie Populaire, which fills a trusteeship role, and authority is placed firmly in the hands of the publisher, who directs both the business and editorial sides of the newspaper.

A new publisher of *Le Devoir*, Jean-Louis Roy, was appointed only in late 1980, three years after the resignation of his predecessor, Claude Ryan. During the interregnum, significant changes in labor-management relations developed as journalists pressed for greater participation in newspaper management, particularly in determining editorial content. Editors and associate editors had taken on a more significant role. The journalists wanted clear access to the publisher and clarification and limitation of the role of the editors. Roy, more inclined to participatory management than Ryan, nevertheless felt constrained to take a strike before the issue could be resolved.

The *Gazette*, established as a weekly in the late 18th century, and made into a daily in the first half of the 19th, passed into the ownership of Southam Inc. in 1968. Labor relations are the direct responsibility of the personnel manager, although the editor is involved in some aspects and in negotiations. The paper says that it has a uniform policy toward both unionized and non-unionized workers.

Interviews at the newspaper indicate that financial aspects of labor relations are approached by the management with significant concern for the effects that local decisions might have on the other newspapers in the Southam chain. It appears that no decision on monetary clauses is made without head office approval, a situation analogous to that of *La Presse* in relation to Desmarais' Gesca Ltée.

The particular characteristics of the Montréal labor market, however, are conducive to considerable latitude being given to the *Gazette* in its negotiations. Evidence from the interviews is that Southam's approach to labor relations involves much decentralization, in contrast to the approach of the Thomson organization, which appears to be more centralized. *Gazette* management style has become more professional in recent years.

The Montréal *Star*, founded in 1869, passed into the FP Publications chain in 1973 and was closed September 23, 1979. According to its former director of personnel, FP had little influence on labor relations at the paper. Head office in Toronto did, however, support the *Star* in its refusal to extend the four-day work week to advertising personnel, since the chain wished to prevent a further extension of the four-day week to journalists and to other papers in the chain. It appears that



as the final strike at the *Star* lengthened, the head office role in seeking to promote a settlement became stronger.<sup>4</sup>

On the trade union side, a summary picture of the structure relating to Montréal dailies is shown in Table 5.

Journalists in francophone papers are affiliated with the Confédération des syndicats nationaux (CSN), through the Fédération nationale des communications (FNC). Interviews indicate there is considerable autonomy at the local level. For example, in one negotiation at *Le Journal de Montréal*, the representatives from the central federation — the CSN — were asked to leave the local bargaining table.

At the *Gazette*, the Guild negotiates for both of its certified units at the newspaper. Journalists form one such unit. At the *Star*, the collective agreement brought together five units of the Guild. Professional clauses covering journalists were less explicit there, being diluted by the presence of the other groups. The *Star* was the leader in labor relations, with the *Gazette* normally completing its brief negotiations shortly afterward.

An examination of collective agreements indicates that the Guild and the FNC attempted to limit the use of outside journalists and freelancers. At the *Gazette*, freelancers cannot use VDTs.

The pressmen are all members of Local 41 of the International Printing and Graphic Communications Union. Until a merger on June 6, 1981, typographers were grouped according to language, French or English, in two separate locals of the International Typographical Union. The merger reflected both the decrease in numbers of typographers and the decline of the anglophone printing business in Montréal.

Both pressmen and typographers, traditionally craft unions, are diversifying to become industrial unions. Their objective is to protect employment, which has been steadily diminished by attrition, turnover, and the "purchasing of jobs" by management — a scheme under which employees quit in return for lump-sum payments.

Typographers and pressmen have different approaches to the use of substitutes required in the event of illness, vacations, and so on, though in both cases substitutes must be members of the union. In the ITU, substitutes must come from the certified bargaining unit at a particular paper. In the pressmen's union, substitutes may come from any newspaper in the city; there are two categories of substitutes — those who do nothing but substitute, and occasional substitutes who are regular employees of a daily newspaper or other printing company.

## **Control of editorial content and technological change**

Provisions in collective agreements relating to editorial content and journalists' rights — the so-called professional clauses — are more numerous and elaborate on the French side than on the English.<sup>5</sup>

In the English-language collective agreements, clauses are found relating to the reporter's right to have his or her byline removed if an article is changed from the way he or she wrote it. There are also clauses relating to identification of sources and to working for other media. The Montréal *Star* contract had a clause relating to dangerous assignments.

**Table 5***Unions and bargaining units in Montréal dailies*

	<i>La Presse</i>	<i>Le Journal de Montréal</i>	<i>Le Devoir</i>	<i>Montréal- Matin</i>	<i>Montréal Gazette</i>	<i>Montréal Star</i>
Confédération des syndicats nationaux (CSN)	CSN (journal- ists) (distribu- tors) (office)	CSN (journal- ists) (office)	CSN (journal- ists)	CSN (journal- ists) (distribu- tors)		
Graphic Arts International Union (GAIU)	Local 555 (2)			Local 9-P Local 27-L		
International Typographical Union (ITU)	Local 145 (3)	Local 145 (3)		Local 145 (2)	Local 176 (2)	Local 176 (2)
Office and Professional Employees International Union	Local 57 (4)			Local 57 (2)		
International Printing and Graphic Communications Union (IPGCU)	Local 41 (4)	Local 41 (1)		Local 41 (2)	Local 41 (2)	
Newspaper Guild					Newspaper Guild (2)	Newspaper Guild (2)
Montréal Stereotypers and Electrotypers Union (IPGCU)				Local 33 (1)	Local 33 (1)	Local 33 (1)
Service Employees International Union				Local 298 (1)		
Montréal Paper Handlers Union (IPGCU)			CSD (office)*			

*Notes:* In 1977, locals 33, 42 join local 41 of the pressmen's union.

Numbers within parenthesis indicate the number of certified bargaining units.

\*CSD: Confédération des syndicats démocratique.

The French-language collective agreements often extend to such subjects as publication of advertising-oriented material, conscience clauses, or ethical clauses relating to the right of the public to information, freedom of opinion and expression, and the prerogatives of the editor. Another area of negotiation has been limitation of the use of syndicated or freelance articles in order to protect local staff employment opportunities. The collective agreement at *La Presse*, for example, is very restrictive concerning the use of syndicated columnists and other contributors from outside the newspaper.

The appointment of a sports editor, at a time when journalists wanted to be directly involved in decisions and wanted the appointment of desk people to be based solely on seniority, was the triggering issue of the 1977-78 strike at *La Presse*. Since then, an agreed basis of management-staff consultation has been worked out and co-management issues do not appear today to be a bone of contention in the editorial department.

At *Le Devoir*, on the other hand, control of editorial content appears to have been the primary cause of the strike in the spring of 1981. According to interviews conducted at *Le Devoir*, the method of appointing the editor and associate editors had been at issue since the journalists felt that the incumbents, during the three-year interim after the departure of Claude Ryan, were more inclined than they to emphasize official sources, the coverage of the federal government, and extensive coverage of institutional matters. The journalists held that management was becoming more conservative, while they wished to place more emphasis on issues, analysis, and investigation. They argued that *Le Devoir* circulation was stagnating because the paper lacked journalistic enterprise.

In order to gain control over editorial content, the journalists, at the time the strike began, April 6, proposed that they be given veto power over the appointment of the editor and associate editors. By May 13, they had modified their demand and asked only for consultation on appointments. This was accepted, and management, for its part, agreed to make the lines of authority on editorial content more precise and to define the duties and responsibilities of each editor, as requested by the union.

A second issue raised at *Le Devoir* concerned the general editorial policy of the paper. The existing editorial committee, a joint body of management and staff representatives, had a broad mandate encompassing supervision of hiring, receipt of journalists' grievances, and the planning and evaluation of editorial content. Management proposed that the committee be limited to planning and evaluation. A separate joint committee would be set up to receive grievances concerning the handling of journalists' articles, with the publisher to have final judgment in the event of impasse. The union agreed that a hiring committee be established to supervise hiring and appointments.

*Le Devoir* also has a consultative business committee (comité d'entreprise), of which middle management and union representatives are members. It meets every three months but is not considered useful by either management or the union.

At both *La Presse* and *Le Journal de Montréal*, journalists are concerned about the publication of advertising-oriented copy in advertising inserts. At the *Gazette*, an editorial committee has existed for four years to receive journalists' grievances but has not been very active. It would appear that journalists in francophone papers are more concerned with control of editorial content than their anglophone counterparts,

although there are significant differences in levels of concern, mounting from *Le Journal de Montréal* through *La Presse* to *Le Devoir*. The indications from the 1981 strike at Radio-Canada are that this type of concern among journalists is likely to grow, and that the differences between the approaches of anglophone and francophone journalists to their profession are diminishing.

In the area of technological change, issues in Montréal are in accordance with the pattern described in earlier chapters. Management appears to have been prohibited by high costs from proceeding as far with modernizing the presses as have some other cities. Presses are old in most of the daily newspapers. Some of the papers are studying new technologies, such as electronic jet-ink printers. To our knowledge, however, no decisions to adopt such technologies have been made to date.

Interviews on the union side indicated that employees believe that, once differences in equipment are taken into consideration, manning requirements in the pressmen's collective agreements were comparable as between daily papers. But management representatives held that there were differences. They considered that the *Gazette* manning requirements are about 10 per cent below those of *La Presse*, and that the same differential existed between the *Gazette* and the *Star* before the *Star* closed. The *Star* considered that its manning requirements were 10 per cent higher than those of *La Presse* (and 25 per cent higher than those of the Toronto *Globe and Mail*).

For the presses to be operated, they must be fully manned or a substitute must have been designated and be on his way to the newspaper. This stipulation in the collective agreement indicates the possibility of operating the press at less than full manning.

The typographers had their ranks significantly reduced by cumulative technological change culminating in the introduction of VDTs at the *Gazette* in 1976, the *Star* in its last year, and *La Presse* and *Le Journal de Montréal* in 1981. With conversion to VDTs — only *Le Devoir* has not changed — the typographer's work is limited to page paste-up. At the *Star*, between 1960 and its closing in 1979, employment in the composing room, where the old style hot-metal typesetting, page makeup, and proofreading were carried out, dropped from 230 to 110.

All the collective agreements of Montréal daily newspapers have clauses concerning technological change which guarantee employment security and maintenance of salaries, and provide for training and retraining. Appendices to the collective agreements provide for mechanisms whereby employers can reduce employment without proceeding to layoffs. This reduction can occur through attrition, accelerated retirement, or lump-sum payments to purchase jobs.

Employers prefer the mechanisms of employment reduction to retraining. Trade unions prefer retraining, but many of their members do agree to a lump-sum payment or a voluntary departure. Manning requirements are not specified for typographers as they are for pressmen. However, at *Le Journal de Montréal*, in its last negotiations, global manning for all of the composing room was implemented.

Journalists saw their tasks modified as they left typewriters for VDTs. The stereotypers were retrained as pressmen or as paperhandlers. Except for *Le Devoir*, where no such situation occurs since production is contracted out, 120-day notification concerning technological changes is provided to employees in office, editorial, and production jobs.

All the collective agreements provide for joint committees, or at least management-union meetings, to inform unions concerning the introduction of technological change and to examine training programs that could be established. These joint committees are strictly consultative. It is our impression that trade unions have had no influence on decisions concerning the implementation of technological change or choice of equipment. However, there are discussions on the topic and it may be that unions have slowed down the implementation of new technologies through these joint committees. Unions do not oppose technological change: their primary objective is to protect the employment of their members through total job security clauses.

As Montréal daily newspapers attempt to adapt to their situation of slow growth in circulation and market penetration, and attempt to diversify, it is to be anticipated that further questions concerning the application of technological changes will arise. The move of unions from a "trade" to an "industry" orientation is one manifestation of the direction in which adaptation will presumably have to go.

### **Labor issues and newspaper closings**

The chronology of work stoppages in Montréal daily newspapers is given in Table 6. We present here some of the major issues involved in the bargaining rounds at the different daily newspapers.

The 1971 stoppage at *La Presse*, from July through November, was basically attributable to technological changes and concern about security of employment. The more recent and major stoppage from October 6, 1977, until May 8, 1978, had to do, in our view, with management rights as they relate to the appointment of desk people, in this instance, particularly, in the sports department. The CSN's ideological approach toward equality in salaries — "equal pay for equal work" — had some influence but was not as important as it was said to be by *La Presse* management. It should be noted that, before the strike, the atmosphere was optimistic in the offices of both *La Presse* and *Montréal-Matin*; the integration of the two dailies had been a success and the circulation was satisfactory.

Before the strike began, the Syndicat des travailleurs de l'information de *La Presse* (STIP) had required the immediate application of its demand, not yet negotiated, concerning the appointment of desk people in addition to using seniority as the sole criterion for promotion. The management of *La Presse* declined. The journalists went on strike for a period, they thought, of 48 hours. Two days later, STIP held a strike vote for the second time in a few days in a union general meeting. They decided to stay out until the new contract had been signed. At that time, *La Presse* and *Montréal-Matin* management made an attempt to convince union leaders that it was important, for the survival of *Montréal-Matin*, to continue publishing the morning daily. On October 10, the *Montréal-Matin* journalists voted to go on strike. Management decided to close both dailies until an agreement was signed. This took seven months. As the months passed, STIP gradually achieved almost all of its initial demands. The principal ones were:

- the four-day work week;
- payment of overtime at double rate;
- new procedures for the appointment of desk people;

- participation of the union in all employer-employee relations, including those of a professional nature.

The strike severely hurt the profitability and development of *Montréal-Matin*. At the end of April, 1978, all contracts were signed. *Montreal-Matin* and *La Presse* employees went back to work, May 4 and 5, and both dailies were back on the streets May 8. On the following Saturday, the president and editor of *La Presse*, Roger Lemelin, presented, on the front page of *La Presse*, his controversial autopsy of the strike, which did not help to heal the wounds it left behind.

It should also be noted that it was a surprise to senior management staff of both dailies that *Montréal-Matin* reappeared after the strike. The paper came back printing only 85,000 to 90,000 copies a day. Its readers had become accustomed to *Le Journal de Montréal*, which was now in the 260,000 circulation range. That the strike had a significant impact here seems obvious.

**Table 6**

*A chronology of work stoppages in Montréal newspapers<sup>1</sup>*

Name of paper	Union(s)	Dates of work stoppage	Number of workers	Man-days lost
<i>La Presse</i>	Various unions	July 19, 1971 to Feb. 7, 1972	361	51,060
<i>Montréal Star</i>	Newspaper Guild (Local 111)	May 30 to July 7, 1975	450	11,440
<i>La Presse</i> and <i>Montréal-Matin</i>	19 unions	Oct. 6, 1977 to May 8, 1978	1,700	248,910
<i>Montréal Star</i>	ITU and IPGCU	June 14, 1978 to Feb. 6, 1979	250	40,500

<sup>1</sup> Strikes or lockouts considered of major importance, because of the number of man-days lost, the duration, or the implication of the work stoppage.

Source: Labor Canada, "Strikes and Lockouts in Canada, 1970-1980"; G. Hébert, *Labor Relations and Concentration*, 1981.

During the summer of 1978, *La Presse* sold only 135,000 to 140,000 copies on weekdays and 185,000 on Saturdays. Advertising personnel had predicted it would be impossible for *Montréal-Matin* to regain its pre-strike level of revenues. Nevertheless, top management believed that the morning paper could help the afternoon *La Presse* in its circulation battle with *Le Journal de Montréal* by competing with it in the morning market. The attempt lasted until December 28, when *Montréal-Matin* was closed after a loss of \$3.2 million.

The July, 1975, stoppage at the *Montréal Star* was due to concern with technological change and employment security.

In 1978, when the second, and last, strike began, two major issues — press manning and the work week — were being negotiated. The union leaders sought to protect pressmen's jobs against technological changes and gain the four-day work week which had recently been won by *La Presse* workers.

The manning issue, though given greatest play when the 1978 strike at the *Star* began, was actually less significant than the work week issue. An agreement on manning was in fact achieved on October 12, 1978. But a decision was made early, supported by FP Publications, to refuse the four-day work week to the ITU's advertising personnel in order to stop it from spreading to journalists at the paper, and from there to other papers in the FP chain. The *Star's* local management thought, at that time, that a four-day work week would ruin the *Star*, other FP dailies, and the whole industry, if it were to spread. The union leaders wanted to obtain, at least in part, the benefits gained by Montréal's French dailies a few months before. The contract at *La Presse* had guaranteed overmanning and generous wage increases to production workers (who were now working only four days a week).

We believe that the *Star's* closing was a result of an incorrect reading of the fragile newspaper market situation for anglophone papers in Montréal, as described in Chapter 1. Also, the fact that the *Star* had to live with overmanning and overstaffing — a result of earlier family, as against chain, ownership — and the fact that the FP chain had a bad labor relations reputation, were other factors. Poor communications between labor and management during the strike were also a factor.

The broad mandate and leeway given to the *Star's* management under a recently appointed president of FP, and a decision by *Star* management to man the frontlines against the four-day work week to protect the FP chain and English-language newspapers, are major factors which explain the importance of labor relations, the strike, and the closing of the Montréal *Star*. *Star* management, with support from FP, had agreed to extend the four-day work week to mailers, but not to advertising personnel under the ITU, for fear of having to extend it to the workers in the Guild, which had demanded the four-day week but withdrew the demand as the strike wore on.

Once the demand had been dealt with, negotiations with the ITU proceeded quickly. The *Star* finally settled with the craft unions on December 23. It was a "victory" for the ITU, the union leaders said. The union got more than it had originally asked for:

- a four-day week for most ITU employees, including the mailers, but excluding the advertising employees;
- a three-hour reduction in hours for daytime employees;
- and the same wage increases as the *Gazette*, which had negotiated a new contract with its employees a few months before.

Nevertheless, the negotiating team still had to settle the Guild contract, and a back-to-work agreement covering the three unions, when talks resumed in the new year. The Christmas postponement also gave the advertisers a chance to assess the *Gazette's* performance during the Christmas season. If the advertisers discovered the sales were just as high that year, they might decide to stick with the *Gazette's* "cheap" rates once the *Star* returned. During the January negotiations, the company gave the Guild members a \$129-per-week raise over a 30-month contract. The last item on the bargaining table was the back-to-work agreement. One clause in that agreement prohibited any layoffs of Guild or ITU members or pressmen for any reason, for one year. This back-to-work clause was expensive and did not make the *Star's* return any easier.



Management errors at the *Star* concerning advertising rate policies, once circulation had fallen, and clairvoyant decision-making by the *Gazette*, which came to an agreement quickly with its production personnel in December, 1978, enabling it to be in fighting shape when the *Star* returned, are also considerations which explain the closing of the *Star*. Prior to this strike, the *Gazette* was losing ground in circulation and the *Star* was in a profit situation, having made \$2.6 million in 1978. The strike, however, was responsible for \$7 million in losses. The Montréal *Star*, in its attempt to return to the market, incurred a further \$10.4 million of expenditures between February 12, 1979, and September 25, 1979, and it had been forecast that an additional \$6.9 million would be necessary to complete the year, for a total anticipated loss of \$18.7 million in 1979. In addition, the paper was not regaining circulation; nor was it reducing advertising rates.

Another factor was the setting aside of a gentlemen's agreement between the *Gazette* and the *Star* under which each paper would not increase its circulation by more than 10 per cent during a strike at the other.<sup>6</sup> This agreement had been respected in 1975.

It appears the strike, and the negotiations during that strike, were the turning point and the necessary and sufficient condition to explain the closing of the Montréal *Star* which, according to all previous expectations, would have survived and overcome the *Gazette*.

At *Le Devoir*, a stoppage in April, 1974, resulted from divergences on the philosophy and orientation of the paper. The stoppage in December, 1975, had to do with the same issue, namely that of editorial control, and gave rise to the editorial committee (comité de l'information) described earlier. The April, 1979, stoppage again had to do with editorial content and involved more particularly appointment procedures for middle management. The November, 1979, stoppage had to do with the journalists' demand to participate in the selection of a new publisher of the paper.

The 1981 strike by journalists again had to do with control of editorial content and apparently resulted from the temporary vacuum at the top, during which middle management had become more important at the expense of the journalists, whose role was diluted in this process. *Le Devoir* is therefore unique within the Montréal francophone papers for concern about control of editorial content. That issue is not absent elsewhere, but it is not active and, usually, is dealt with through accelerated grievance procedures, whereas, at *Le Devoir*, attempts are repeatedly made to obtain strong co-management in the editorial department.

The *Gazette* has been strike-free since its beginnings. A one-day information picketing did occur September 16, 1980, to protest the closing of the Winnipeg *Tribune* and the Ottawa *Journal* but, other than that, the *Gazette* management and the trade unions have not resorted to strikes or lockouts to solve their labor relations problems.

It is more difficult to pinpoint the basic reasons for closing *Montréal-Matin*; they are not as straightforward as the strike at the Montreal *Star*.

Circulation was increasing at *Montréal-Matin*, but available data indicate that, unlike the *Star*, the paper was not a profitable venture. Examination of the general background of the daily newspaper industry in Montréal led to the conclusion that



some consolidation had to take place. But the strike at *La Presse* which, of necessity, influenced *Montréal-Matin*, was a direct and significant cause of the closing.

*Montréal-Matin* and, to some extent, all of the existing daily papers in Montréal, were facing a mature market and an elastic demand for advertising; they were attempting to cope with a rigid production function and total costs very sensitive to labor costs and hence to trade unions.

## General observations and conclusions

Since newspaper closings are a major determinant of concentration, we have attempted to establish, as precisely as possible, the reasons for the closings of the *Montréal Star* and *Montréal-Matin* and, more particularly, what role labor relations played in this context. What we are left with is a sort of chicken-and-egg problem, for it is our conviction that understanding and interpreting the development and evolution of the newspaper industry calls for a systems approach where everything influences everything else. However, some causes of development and some factors are more important than others.

We have concluded that strikes directly, and trade unions indirectly, through their influence on labor cost and hence total costs, are the most fundamental although not exclusive factor in explaining the closings of the *Montréal Star* and *Montréal-Matin*, and hence in explaining daily newspaper concentration in Montréal. It is our judgment that ownership concentration in Montréal does not immediately or necessarily lead to editorial concentration; witness the purchase of *Montréal-Matin* by Gesca (Desmarais), which left editorial policy autonomous (though this is disputed by some journalists).

That labor relations are not an independent variable in this diagnosis, a factor which robs our conclusion of simplicity, is shown by examination of the present situation at *Le Journal de Montréal*. We have seen that *Le Journal de Montréal* is the uncontested leader in circulation and labor relations and is a profitable paper.

*Le Journal de Montréal* has a low absenteeism rate, its employee turnover rates are low, its salaries are higher than those of its competitors and determined in a very straightforward way to keep up with the cost of living, plus two or three per cent, and somewhat more in the first year of the contract. These cost-of-living increases are integrated into salary scales, whereas, at other papers, they are lump sum payments. Paid holidays at *Le Journal de Montréal* total 14 as against 13 at *Le Devoir*, 12 at *La Presse*, and 10 at the *Gazette*. Office employees are paid at time-and-a-half for the first four hours of overtime, and then at twice the normal rate. Office employees at *Le Journal de Montréal* are given four weeks of vacation after one year, while those at *La Presse* and the *Gazette* obtain such vacations only after nine years. The requirement is five years at *Le Devoir*.

*Le Journal de Montréal's* basic approach, involving no strikes and no co-management at a necessarily high economic cost, and of counting upon unions to transmit high labor costs to competitors, is only possible in our view because the paper benefited greatly from the closing of *Montréal-Matin* and, at least until recently, because *La Presse* management has had difficulty putting its act together.

It can be surmised that *Le Journal de Montréal* will discover that being a leader in a mature daily newspaper market is a dangerous role, as the *Montréal Star* management knew in its time.

The labor-intensive characteristics of the Montréal daily newspaper industry are, of course, related to labor relations, for though the trade unions do not preclude the adoption of new technologies, they have made adoption of new technology very costly through provisions for security of employment. This, combined with the financial situation, makes for slow adoption of new technologies and fragility to strikes. But the technological situations of the various Montréal newspapers are fairly similar; other determinants, such as marketing, can make a difference. This leads us again to our general conclusion that strikes, and hence industrial relations policies of management and labor, are a fundamental, but not necessarily the sole, variable in this complex explanation of closings, and hence ownership concentration.

We also conclude that collective bargaining has had only indirect influence on the control of editorial content in dailies. Management is now constrained significantly in its assignments of personnel to desks and in its treatment of journalists' articles, since accelerated grievance procedures and other mechanisms exist to give journalists and their unions an occasion to challenge such decisions and obtain outside decision-making. Management has nevertheless retained its broad prerogatives concerning editorial policy, as the mechanisms provided by the collective agreement apply after the event and are reactive ones. Even at *Le Devoir*, management seems to have kept its prerogatives in planning and final decisions concerning editorial content.

The existence of chain ownership seems, however, to have had some impact in that wire copy and chain articles are more extensively used and hence diminish the input of local journalists. This is especially so for the *Gazette*, but also for other newspapers in the province, such as *Le Journal de Québec*, which uses copy from journalists at *Le Journal de Montréal*. To the extent that the trade unions' approach to this question is to limit the use of wire copy and chain articles, they are creating more diversity and regional adaptation of chain newspapers to their milieu. However, by precluding the use of outsiders and freelancers, and favoring the use of full-time journalists, trade unions are having an opposite effect on the diversity of editorial content in daily newspapers in Montréal.

We also think that chains make for more formalized and somewhat more difficult labor relations, since local journalists, and local labor union leaders, seek more protection when they are dealing with a chain than when they are dealing with an independently-owned newspaper. That a chain would wish to harmonize medical insurance plans, pension plans, work hours, and so on, in order to favor mobility through the chain; that a chain should wish to approve the financial aspects and financial clauses of collective bargaining agreements to prevent what it considers excessive settlements spreading throughout the chain; that a chain should be concerned with costs, given possible comparisons within the chain — all this should not come as a surprise. These features of chains are a fact, even though within the Southam chain the policy is to strive for decentralization in labor relations. What this study compares is an independent with a chain, and it should not be surprising that more expertise and more uniformity in the chain approach should give rise to more formalized and, hence, to some extent, more difficult labor relations.

In general, we conclude that concentration of ownership does have some effects, but not significant ones, on labor relations, and that labor relations can have significant effects upon ownership concentration.

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# 7

## Québec City: a new order of journalism

by James Thwaites

A new pattern of newspapering took shape in the 1960s in the Québec City market, and in the larger market served by Québec papers. The new order was consolidated in the 1970s; the decade saw the end of two daily newspapers, the rise of a new popular tabloid morning newspaper, *Le Journal de Québec*, and the effort of the old dominant paper, *Le Soleil*, to retain its leading position.

The Québec metropolitan area has been a steadily growing market, strongly affected by such factors as the growth of government services in the provincial capital in the past two decades. Population of the area now exceeds 500,000. In addition, city newspapers sell editions in regions such as the Saguenay-Lac Saint-Jean, the Beauce, the Lower St. Lawrence, and the Gaspé peninsula.

As the number of dailies diminished, ownership passed from local interests to large media enterprises controlled outside the city. The two remaining papers provided a contrast in labor relations: one had a rough, the other a smooth, passage through the decade of the 1970s.

### The newspapers

Long the leading paper of Québec City and the eastern part of the province, *Le Soleil* was founded before the turn of the century as a partisan organ supporting the Liberal Party. It retained that character until the mid-1930s, when it switched to a general news orientation, becoming a typical omnibus newspaper. During the 1930s the company obtained control of two other newspapers, *Le Journal* and *L'Événement*, which it merged and ran in the morning as *L'Événement-Journal*, and then simply *L'Événement*, before closing it. Immediately afterward, *Le Soleil* brought out its own morning edition.

*Le Soleil's* dominant position is shown in Table 1, which gives the circulation of Québec City newspapers from 1960 to 1980. The sharp decrease in circulation in 1974 occurred after it dropped its regional edition in Saguenay-Lac Saint-Jean and converted it into a separate daily, *Le Quotidien* of Chicoutimi, to serve that region. The circulation figures for *Le Journal de Québec*, on the other hand, include its edition for that region.

*Le Soleil* passed out of the ownership of the Gilbert family of Québec City and into the hands of Jacques Francoeur's UniMédia Inc. in 1974.

The challenger, *Le Journal de Québec*, was started in 1967 by Pierre Péladeau's Quebecor Inc. with the object of repeating in Québec City the success of its elder — by four years — *Le Journal de Montréal*. With its tabloid format, *Le Journal de Québec* soared in circulation during *Le Soleil*'s 1977-78 strike, as shown in Table 1. It also put the veteran Québec paper's Chicoutimi offshoot in peril with its regional edition.

**Table 1**

*Circulation of newspapers in the Québec City area: 1960-80*

	<i>L'Action</i> ( <i>L'Action-Québec</i> ) ( <i>A Propos</i> )	Québec <i>Chronicle</i> <i>Telegraph</i> <sup>1</sup>	<i>Le Soleil</i> <sup>2</sup> ( <i>L'Événement</i> )	<i>Le Journal</i> <i>de Québec</i>
1960	55,917	5,597	137,499	
1961	51,331	5,806	142,571	
1962	49,131	5,821	152,741	
1963	47,396	5,789	162,627	
1964	45,243	5,701	168,439	
1965	38,370	5,376	150,099	
1966	36,487	5,128	156,889	
1967	33,985	4,901	162,023	7,398
1968	32,320	4,858	161,748	na <sup>4</sup>
1969	30,702	4,523	162,116	na
1970	27,903	4,088	155,876	11,796
1971	24,546	3,797	159,985	15,846
1972	21,500		158,674	15,862
1973	17,974		170,207	18,398
1974			134,173	25,411
1975			136,434	34,465
1976			140,397	45,395
1977			143,867	53,666
1978			136,534 <sup>3</sup>	115,060
1979			128,977	93,115
1980			130,736	103,238

<sup>1</sup> After 1971, the *Québec Chronicle Telegraph* became a weekly.

<sup>2</sup> The figures for *Le Soleil* include those for *L'Événement* until it closed in 1967.

<sup>3</sup> *Le Soleil* was not published for the last four months of 1977 and the first six months of 1978, owing to a strike.

<sup>4</sup> Not available

Sources: *La presse écrite au Québec: bilan et prospective*, Québec, Service des Communications, ministère des communications, 1977, p. 75 (figures 1960-76). Audit Bureau of Circulations, for all periods but particularly 1977-80.

A very different brand of journalism was practised by a paper that went under various names from its inception in 1907 to its death in 1974, but was best known as *L'Action catholique*. Like other dailies of its time, *L'Action sociale catholique*, as it was first called, was a journal of opinion, but not political opinion. It was to be

“attached to no party” and would “follow the guidance of the Church, our common mother and directress”. As *L’Action catholique* after 1915, *L’Action* after 1962, *L’Action-Québec* after 1971, it remained the property of the Archdiocese of Québec, and retained its Christian character when it went into private hands as *A Propos* in 1973, only to be closed the next year.

The city’s only English-language daily, the *Québec Chronicle Telegraph*, reflecting the declining English-speaking population, went weekly in 1971 as its circulation dropped below 4,000. In a reversal of the trend common to successful papers, the declining paper passed out of the hands of a chain (Thomson) in 1973 and into the hands of local owners. It is now printed under contract by *Le Journal de Québec*, having closed its own printing shop in 1973.

In the failures, struggles, and successes of the 1970s in Québec City can be seen the whole evolution of the newspaper industry since the turn of the century: from market segmentation on the basis of opinion or political allegiance to the omnibus paper for all, and then a new segmentation as outlined in the Commission’s main Report, with *Le Soleil* ringing the changes as the times dictated.

## Unions and bargaining structures

Union representation at *Le Soleil* follows the lines that have been seen in the French-language newspapers of Montréal, while at *Le Journal de Québec* it is unique.

Journalists and editorial support staff at *Le Soleil* belong to the Fédération nationale des communications (FNC), affiliated with the Confédération des syndicats nationaux (CSN). All other organized employees are in craft unions affiliated with the Fédération des travailleurs du Québec (FTQ) — the Québec Federation of Labor, which groups most unions affiliated with the Canadian Labor Congress. It had been different at *A Propos*, where all employees belonged to the CSN.

At *Le Journal de Québec*, the various departments were successively organized in the 1970s by the Syndicat canadien de la fonction publique — the Canadian Union of Public Employees (CUPE), which is affiliated with the Québec Federation of Labor. The employees are covered by four bargaining units: journalists and photographers (1972), office employees (1974), production employees (1975), and advertising sales people (1979). *Le Journal de Québec* remains the only conquest of CUPE in the newspaper field to this day, and was part of an overall organizing drive in the Québec City area in the 1960s and 1970s.

The structures for collective bargaining, on both the union and management sides, are different at the two papers, as might be expected in view of their contrasting backgrounds.

At *Le Journal de Québec*, there have been three phases. First, negotiations took place separately with each new bargaining unit. Journalists and photographers, in part because they were the first organized, were the pace-setters. The next phase brought the first three units together to avoid undue influence of one over the others. This came to be seen as a mistake because of the cumbersome joint committee it necessitated. Finally, bargaining was split into two phases: common negotiations on concerns such as social benefits, grievance and arbitration procedures, and separate negotiations on the rest. Some 14 or 15 articles are included in the first category,

accounting for about a third of the collective agreement. Negotiating mandates are fixed by each bargaining unit, and common questions are sorted out by an inter-union committee. CUPE appears to intervene only on demand by the local bargaining units, usually confining its role to furnishing information of a comparative nature.

On the other side of the table, senior management of the paper in Québec City — including former general manager, Denis Lamoureux — has made a point of participating in negotiations. Financial mandates are set by the personnel department in Montréal, but even here there appears to be some room for manoeuvre at the local level. In other aspects of the collective agreement, local managers appear to have a great deal of autonomy.

As can be imagined, individuals play an important role in such a pragmatic approach to bargaining. As a result, Lamoureux and the former Quebecor legal counsel, Serge Fortin, from Montréal, won the respect of local union leadership. New appointments have recently replaced these representatives and our interviews indicated concern as to whether the established style would be continued.

At *Le Soleil* no common table has existed as far as overall negotiations are concerned, but there has regarding common questions, such as social benefits. Otherwise, each bargaining unit negotiates separately. Until the early 1970s the typographers of the International Typographical Union appear to have been the pace-setters. Since then, the journalists and photographers, with their increasing cohesion and militancy, seem to have taken over that role.

Union spokesmen generally spoke of a deterioration of relations with management following the purchase of *Le Soleil* by UniMédia. The approach of the former owners, the Gilbert family, which can be characterized as paternalistic, has been replaced by a more formal, legal approach, and distant management.

Mandates for negotiation are established by the local bargaining units, at least as far as the printing trades are concerned, which remain entirely independent unless they request intervention from their union head office. On the management side, mandates appear to be based on local financial conditions and past experience, and are elaborated in consultation with head office in Montréal. Local senior management takes no direct part in negotiation, leaving that role to the director of personnel, an industrial psychologist, and to legal counsel. The absence of top local management, and the suspected indirect influence of top UniMédia management, appear to have contributed to the malaise detected in the unions.

Long-established unions, with well-established traditions and rivalries, characterize *Le Soleil*, the effect being heightened by the fact that the journalists on one side, and the production employees on the other, are affiliated with rival union centrals — the CSN and the FTQ. At the same time, however, it was noted that even at *Le Journal de Québec*, where all the bargaining units belong to the same union, some friction appeared to exist between the production employees and the journalists, indicating there is a natural rivalry or problem of identification between the two in both papers.

The unions at both papers are notable for the emphasis they place on autonomy for local bargaining units. The sense of strong local leadership in negotiations appears to have served *Le Journal de Québec* well. At *Le Soleil*, union members had a strong impression that power had shifted away from local management and up the

line to the UniMédia head office in Montréal. Several felt this to be the key problem today in management-labor relations at *Le Soleil*.

## Major issues in industrial relations

### *Technological innovation*

Technological change has been a constant theme in newspaper industrial relations across Canada. The definition used here is based on part of the Québec department of labor's functional definition for codifying collective agreements:

By technological change is meant all modifications resulting from any of the following:

- scientific organization of labor; . . .
- changes regarding machinery and technology;
- automation.

Conversion to cold type at *Le Soleil* began in 1964 and was completed in 1972. This change had such an impact that union spokesmen say that articles on technological change, virtually non-existent in collective agreements up to that time, have been carefully negotiated since then. In this case, compensation was negotiated in the form of an early retirement scheme. Its last phase, however, was more difficult and witnessed the disappearance of an international union; the International Stereotypers and Electrotypers' Union of Québec, Local 173 (closed in 1973), with reassignment of its former members where possible.

The introduction in 1972 of optical character readers (OCRs) — machines that "read" typewritten copy and turn it into tape which is fed into the computer — brought about a confrontation between office employees belonging to the CSN union and members of the ITU. The dispute concerned jurisdiction over employees who would "keyboard" copy for the OCRs and was eventually won by the ITU, thus moving the typographers a step toward industrial unionism. The onrush of computerization continued after 1972, notably with the introduction of VDTs but, according to union spokesmen, this phase caused fewer problems. The VDTs can be used to keyboard copy directly into the computer and to call up copy from the computer for editing, whether that copy has been entered originally by VDTs or by OCRs. The continuing introduction of computer technology at *Le Soleil* over the next several years raises the spectre for union officers of major layoffs.

*Le Journal de Québec*, because of its youth, and the experience of *Le Journal de Montréal*, avoided much of the change made at *Le Soleil*. The cold-type process was already being introduced when the paper was launched in 1967, with computerization, for example the introduction of VDTs, following in the 1970s.

### *Professionalism and the journalists*

The duty of the newspaper to the public increasingly has become a subject of concern in collective agreements, with the journalists taking it upon themselves to protect the public's right to receive accurate, balanced information. Clauses are commonly found to:

- protect freedom of speech on political and other matters;



- prevent censorship in its various forms;
- prevent conflicts of interest;
- avoid abusive use of texts and photographs;
- distinguish between advertising and news;
- gain or retain control of key editorial department positions in newspapers;
- provide for rapid settlement of grievances in disputes over treatment of editorial content.<sup>1</sup>

Sociologist Gilles Dussault defines these preoccupations as “professional”. He describes professionalism as “the control by an occupational group of a body of activities” and as “the autonomy of the practitioner in the execution and organization of these activities”.<sup>2</sup>

In Québec City, journalists have had recourse to union action to assume the role of “conscience” of the newspapers. The professional associations, once popular among the city’s journalists, have ceased to have any impact. Previously, the Union canadienne des journalistes de langue française (UCJLF), from 1956 to 1968, and its successor organization since that time, the Fédération professionnelle des journalistes du Québec (FPJQ), enjoyed some support. The rupture came in 1973, the year after the Fédération nationale des communications was founded as an affiliate of the CSN. The FNC’s Québec City affiliate, the Syndicat des journalistes du Québec, representing journalists at *Le Soleil*, withdrew from the professional association, the FPJQ, reducing its membership by about 20 per cent.

The union maintained that it was fully capable of handling the “professional aspect” of its members’ work as well as typical union preoccupations — “all the more easily since these questions are often dealt with in collective agreements”.<sup>3</sup>

One of the basic problems was that the FPJQ, like its predecessor, the UCJLF, included both unionized and non-unionized journalists, some of them management personnel. The FPJQ existed as a parallel organization to the union, doubtless creating some duplication and conflict. Under its charter, the FPJQ could not intervene in questions of labor relations. Also, it could not be considered fully representative, since many journalists were not members. The result was a rupture of relations.

At *Le Journal de Québec*, the CUPE unit of journalists has, like the FNC, concerned itself with negotiating professional clauses as well as standard union issues, but the debate here has attracted much less attention.

The fact that the journalists on both papers have been grouped into exclusive bargaining units has given them greater cohesion in relations with managers and owners. Since the nature of the technological changes being introduced at the papers strengthens the journalists’ position in the newspaper in relation to other groups, they are gaining more clout in putting forward professional demands.

## **Results of collective bargaining**

### *Overview*

A series of three collective agreements for the journalists was studied at *Le Soleil*, as well as two each for three groups of employees on the production side: typographers,

graphic arts employees, and pressmen. Where possible, comparisons were made with other Québec City newspapers.

At the beginning of the 1970s, *Le Soleil* journalists were already in a strong position, as shown in their collective agreement for the period August, 1971, to December, 1973. Their professional clauses gave them a great deal of autonomy of action. Their participation in the editorial council gave them a consultative voice on various professional questions. Their job security was fairly well elaborated. Their salary and working conditions compared very favorably with those of the competition. In fact, *Le Soleil* was seen as the pace-setter in the Québec City area.

The major gains in the next collective agreement — from September, 1974, to December, 1976 — can be summarized as follows: improved professional clauses, provision for technological change, shorter work week, and better job security. The professional clauses accentuated the autonomy of the editorial department. They also included a joint editing and review committee, including two reporters and two desk editors in charge of the form of texts, and created a system of three supervisors with authority to order corrections by journalists. For the first time, protection against technological changes was conceded in the collective agreement of the journalists. It included six months' notice of major changes affecting the journalists' working conditions, and the creation of a parity committee to evaluate all aspects of the impact of such changes and the solutions foreseen. The work week was cut from 35 or 33 hours to 32. With regard to job security, favorable rules for access to promotion, for protection in the case of short-term and permanent layoffs, and for limiting the use of occasional staff, were added.

The third collective agreement — from July, 1978, to April, 1981 — also registered gains and clarifications. The former ambivalence between the editorial council (consultative) and the joint committee (decision-making) was settled in favor of the latter. This decision clarified the roles of both management and the journalists and, for the most part, combined the mandate of the two former committees under the joint committee. On technological change, the rules were defined in greater detail, and first mention was made of the VDTs in the editorial department. Working conditions were also improved with regard to assignments, permanent status, temporary and permanent layoffs, and maternity leave. Job security was also improved through further reductions in the use of temporary staff.

A survey of collective agreements covering the three production groups showed that all three were almost identical. Reference to one, at any given period, was the equivalent of reference to all three. By the middle of the last decade a number of important concessions had already been won. Thus, all three groups enjoyed job security in face of technological change: 120 days' notice and the creation of a joint committee, as in the case of the journalists. They were also protected by clauses dealing with retraining and reclassification. The joint management-labor committee permitted the union to have a voice in the solutions to be applied. If an employee refused reclassification he would be laid off, but with a layoff-benefit package of two weeks' salary per year of seniority to a maximum 36 weeks, plus vacation time. Twelve months' employment was required to be eligible. Other working conditions were also advantageous, such as the three-month maternity leave which could be extended to nine with a medical certificate (except in the case of pressmen, presumably an all-male group).

The second (and last) series of collective agreements examined for these three groups of employees retained the earlier provisions on technological change and its impact. They added a further protection regarding reclassification: two clauses created a period of "adaptation" during which the employee could return to his former unit if dissatisfied or unable to adjust to the new unit, or in the event of a drop in production in the new unit. The new agreements also reinforced other aspects of job security in the case of layoffs, sickness, and accidents. For example, the employee conserved his "seniority and priority" even in the case of layoffs up to 12 months. Other conditions were also improved, such as maternity leave, lengthened to 17 weeks, with a possible extension to six months, and even 12 months on presentation of a medical certificate (except, again, for pressmen).

In studying these collective agreements, one has the impression that the major battles over technological change had already taken place before the 1970s, although important advances came later. The journalists at the paper under the successive names *L'Action*, *L'Action-Québec*, and *A Propos* during the period from 1970 to 1974 had a collective agreement structured essentially along the same lines as that of journalists at *Le Soleil*. Internal functioning of management and union was similar in relation to grievance procedure, the joint committee, and limitation of part-time staff. These journalists were less advanced than their counterparts at *Le Soleil* in some professional areas and on questions of job security. Salaries were lower than at *Le Soleil*.

On the *Québec Chronicle Telegraph*, editorial staff was poorly paid compared with other newspapers in the city. A former reporter at the paper, Derek Hill, said this led to constant turnover and a generally young, inexperienced staff of journalists. Without the protection of a collective agreement, the position of the journalist was doubtless precarious on this small paper.

The collective agreements of *Le Journal de Québec's* journalists for the period 1976-78 and 1979-80 are almost identical. Their situation was similar to that of journalists at *Le Soleil* on protection against the impact of technological change and professional clauses. Their salary schedules were not comparable but their vacation and holiday benefits were superior.

The situation of production employees is also revealing, and our sample is a little more complete. At *L'Action/L'Action-Québec/A Propos*, the collective agreement in force from 1972 to 1975 contained the usual clauses for the employees, members of the Confédération des syndicats nationaux de l'imprimerie de Québec (CSN), but offered less protection than at *Le Soleil*. The employer was obliged, in the case of technological change, to retrain the affected employees "as far as possible". In the case of layoffs or shutdown the employee was much less protected, receiving only a week's severance pay. Subsequent to the purchase of the newspaper from the Archdiocese by private interests, conditions were improved regarding overtime, the work week, and holidays. Clauses were added on shutdown, clarifying and improving conditions a little, but doubtless indicating the concrete possibility of the closing that came about the following year.

The *Québec Chronicle Telegraph* suspended printing in 1973 but, up to that time, had established fairly elaborate collective agreements, assuring various aspects of job security to the employees of its printing shop. These agreements were detailed

on questions of technological change and jurisdiction of various crafts, but were less extensive in their coverage than similar ones at *Le Soleil*.

At *Le Journal de Québec*, in spite of the elaborate appearance of the collective agreements on the production side, management retained important powers. This was true in the case of technological changes. Training and retraining were not guaranteed, nor was reclassification. Moreover, compensation for layoffs related to technological change or for other reasons was less attractive than at *Le Soleil*. In fact the journalists, curiously, were better protected than their fellow employees on the production side on such questions. These clauses, moreover, were largely unaltered in the agreements for the entire period from 1976 to 1980.

### *The salary question*

For salary analysis, attention has been paid to two groups of employees, selected for their leadership and representativeness: journalists and typographers. The journalists have been subdivided according to the terms of their collective agreements: those in their first year of employment and those with seven years' experience, the bottom and the top of the salary scale. For typographers, the wages of journeymen have been taken as the best indication of that trade's position.

The accent has been placed on two newspapers, *Le Soleil* and *Le Journal de Québec*. Both existed throughout the past decade, have been the two most important newspapers, and all their employees were, or became, unionized during the years under study.

It should be noted at the outset that *Le Soleil* was clearly the wage leader. It consistently paid higher salaries in absolute terms to all three groups of employees, with the sole exception of the journalists with seven years' experience in 1979 and 1980.

The following study, however, is of nominal and real wages in percentage terms. The wages have first been calculated on an annual basis by averaging out the nominal wages concerned in the collective agreements for each calendar year. Then, they have been converted to an hourly basis to provide an average hourly wage for each calendar year. (This calculation proved necessary because of the varying dates of collective agreements.) These average hourly wages are subsequently compared in nominal and real terms with the inflation rate for Québec City.<sup>4</sup> Table 2 shows the variations in nominal hourly wages at *Le Soleil* for the three groups of employees identified.

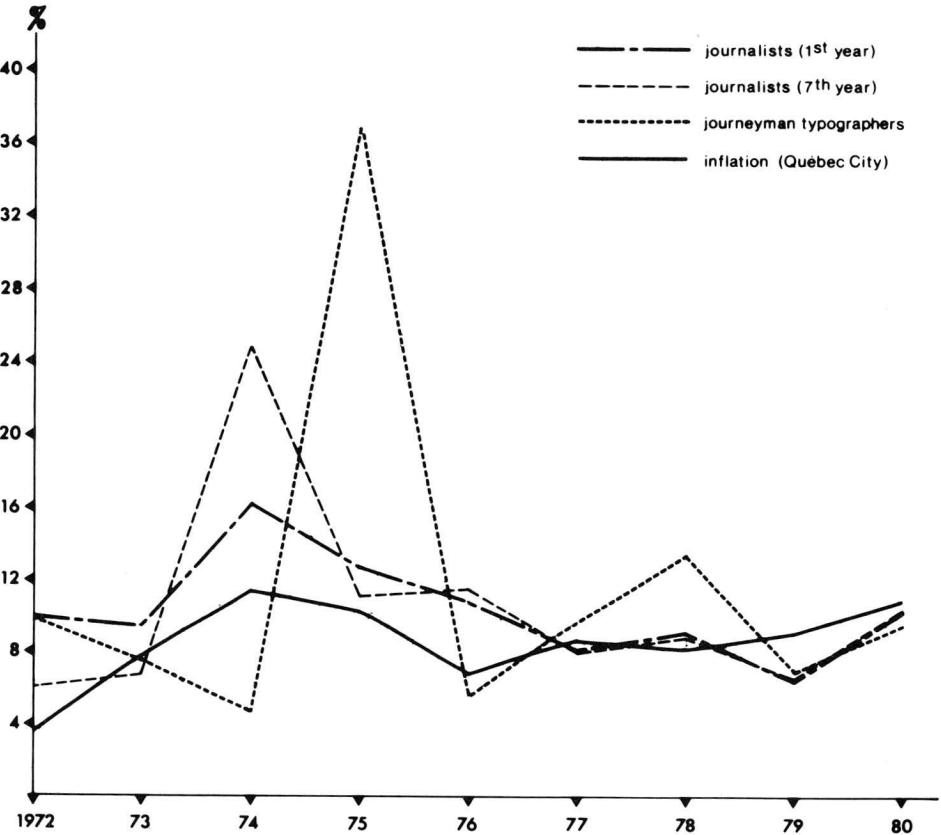
On the whole, salary increases in current dollars are superior to the inflation rate in Québec City. Indeed, journalists (seventh year of experience) and journeyman typographers realized substantial gains in 1974 and 1975 respectively. There are, however, important exceptions, when wages fell below the inflation rate. They include: journalists (first year) in 1977, journalists (seventh year) in 1973 and 1977, journeyman typographers in 1974 and 1976, and all three groups in 1979 and 1980. As a result, in the last four years, 1977 to 1980, the first and second groups have been under the inflation rate three times, and the last, twice.

Table 3 presents the variations in *real* hourly wages at *Le Soleil* for the same three groups of employees.

In this table, the most outstanding variations from Table 1 are somewhat flattened, as would be expected. Nevertheless, the respective highs and lows for each

Table 2

*Variations in nominal hourly wages among journalists (first and seventh year of service) and among journeyman typographers at Le Soleil, including the inflation rate for Québec City: 1972-1980 (in percentages).*



Sources: Statistics Canada, *Consumer Prices and Price Indexes*, 62-010, various years, in addition to calculations done for this study.

group are confirmed without exception. As a result, the struggle to remain above the inflation rate since 1976 is clearly confirmed, and contrasts markedly with the situation prior to that date.

Table 4 reveals the variations in nominal hourly wages at *Le Journal de Québec* for the three employee groups identified.

What is most striking here is the wage increases recorded during the period, particularly noticeable in 1975 and 1979, and to a lesser extent in 1977. The journeyman typographers led the increase in 1975, followed respectively by first-year and seventh-year journalists. The seventh-year journalists led in 1979, followed in turn by the journeyman typographers and first-year journalists. In 1975, on the other hand, both groups of journalists jointly led the foray. Only at two points were some employees under the inflation rate: seventh-year journalists and journeyman typographers in 1974, and both groups of journalists in 1980.

## Corrigendum

Table 3, p. 159 — Tableau 3, p. 172

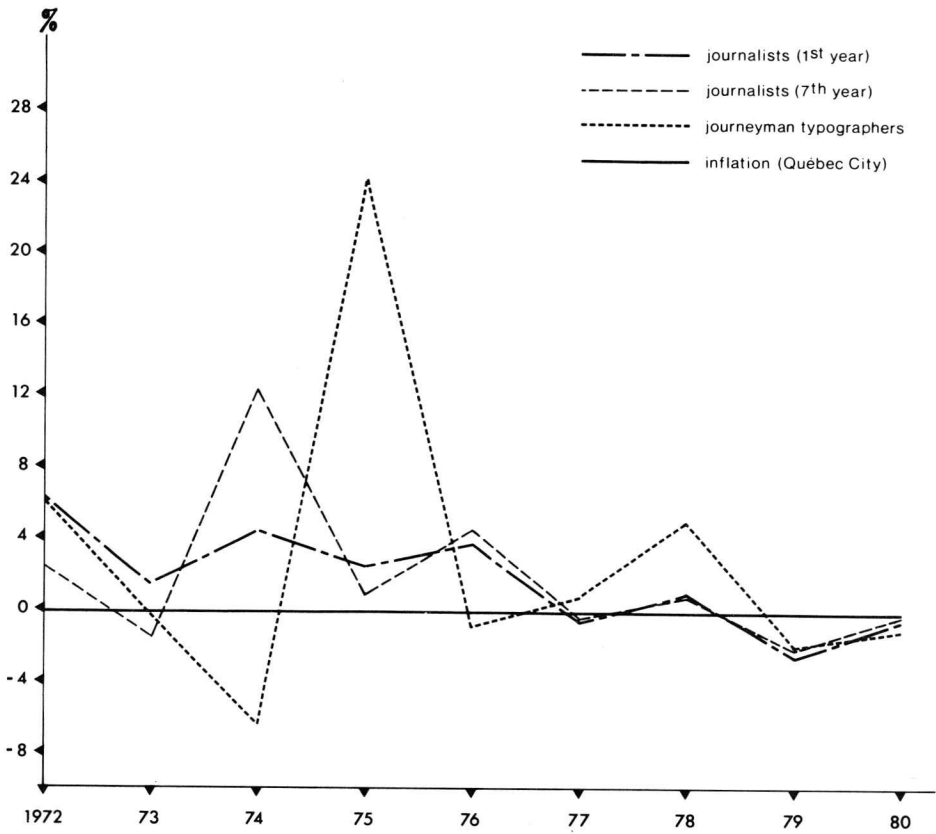
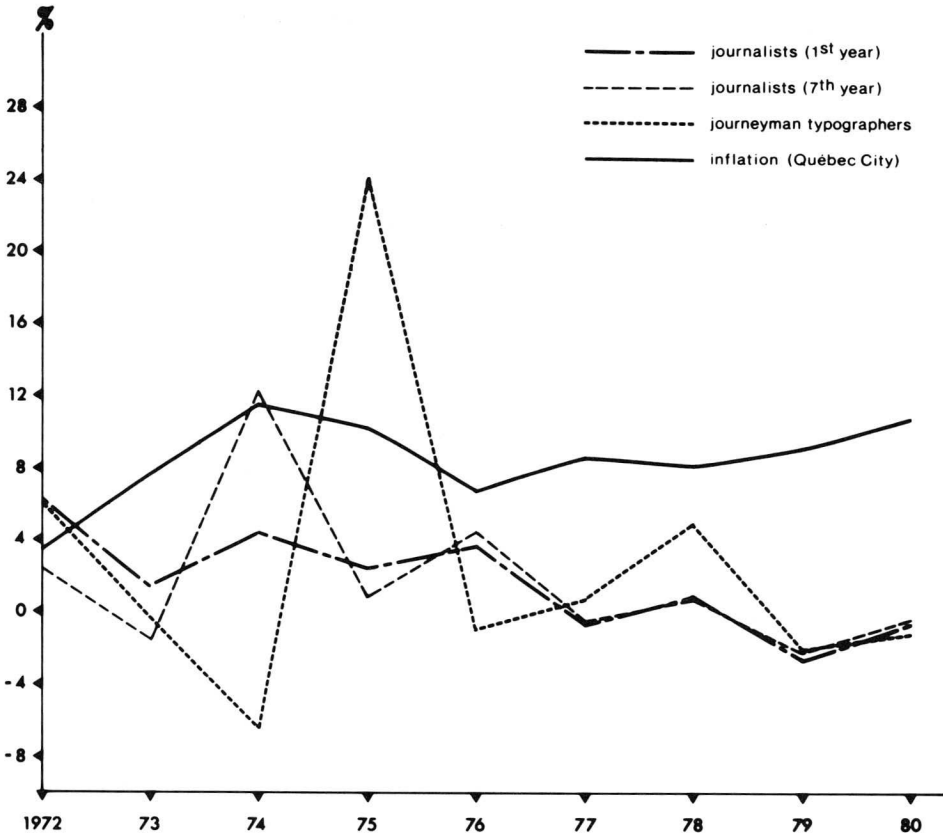


Table 3

Variations in real hourly wages among journalists (first and seventh year of service) and among journeyman typographers at *Le Soleil*, including the inflation rate for Québec City: 1972-1980 (in percentages).



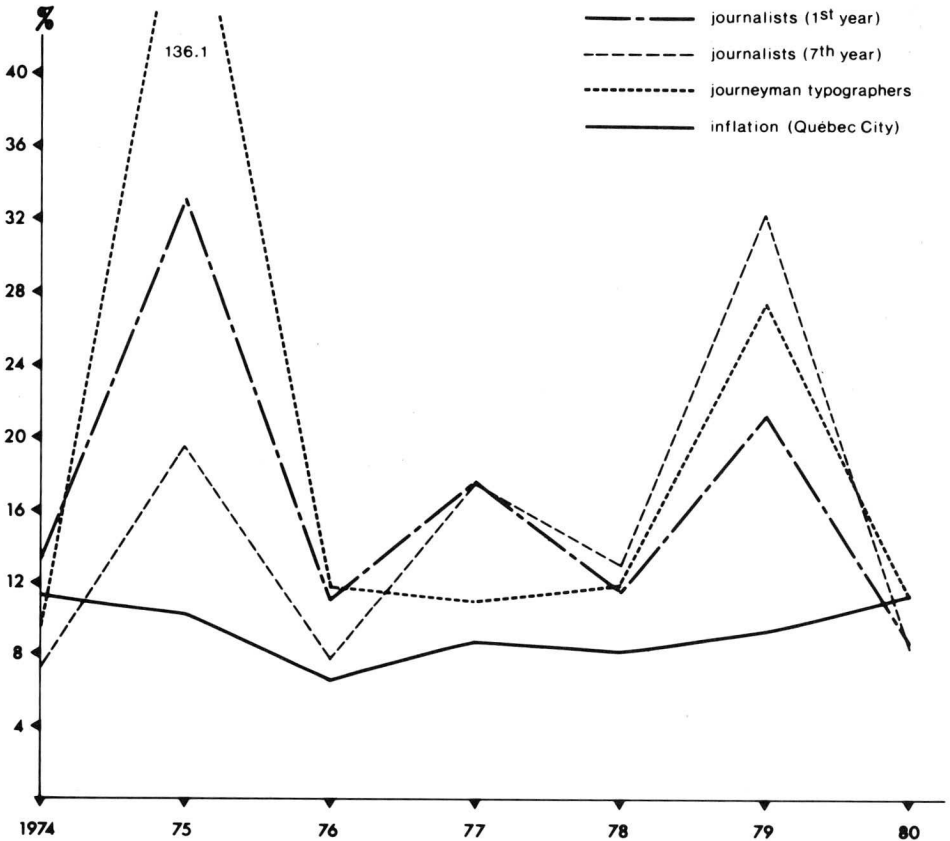
Sources: Statistics Canada, *Consumer Prices and Price Indexes*, 62-010, various years, in addition to calculations done for this study.

Table 5 shows the variations in real hourly wages at *Le Journal de Québec* for all three groups, flattening the most spectacular variations. The same peaks are, nevertheless, identifiable, as are the two years of failure to keep pace with inflation.

Comparing the situation in the two newspapers for the groups of employees selected, it appears that the preoccupation with wage increases to maintain purchasing power is more constant, in relative terms, at *Le Journal de Québec* than at *Le Soleil*. This doubtless is the result of a combination of union strategy, the financial situation of the paper as witnessed by its impressive growth of circulation, and its wage lag behind *Le Soleil*.

**Table 4**

*Variations in nominal hourly wages among journalists (first and seventh year of service) and among journeyman typographers at Le Journal de Québec, including the inflation rate for Québec City: 1974-1980 (in percentages).*



Sources: Statistics Canada, *Consumer Prices and Price Indexes*, 62-010, various years, in addition to calculations done for this study.

### **Arbitration of editorial grievances**

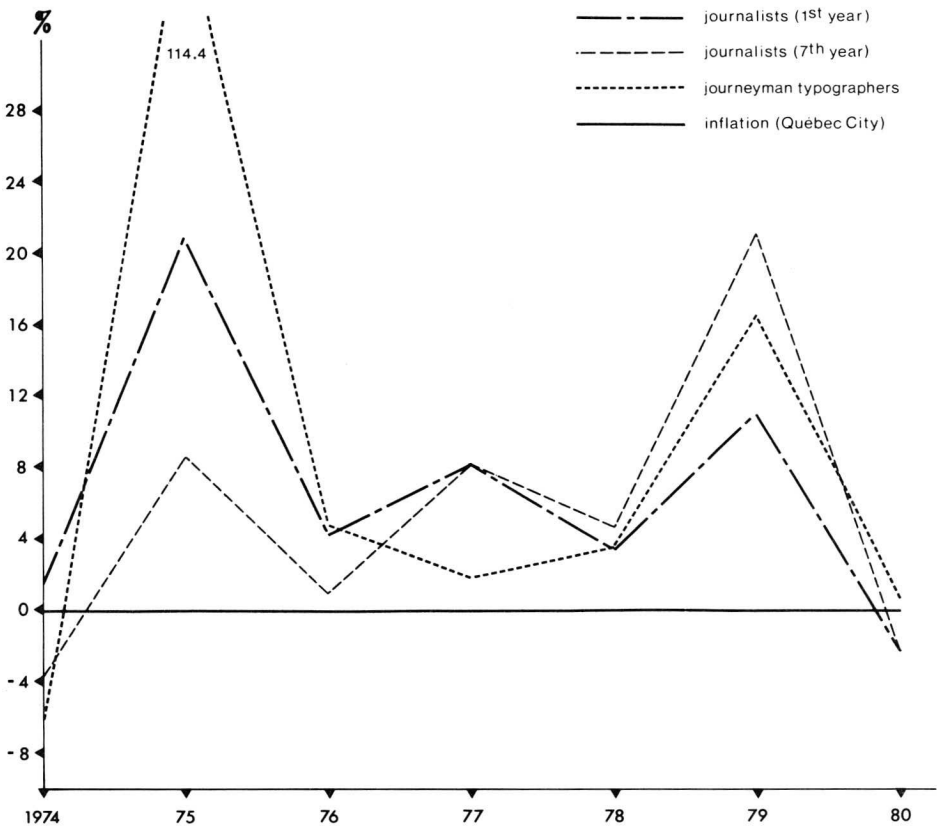
The way the professional clauses in collective agreements affect the actual practice of journalism can be illustrated by a number of cases that went to arbitration at *Le Soleil* during the 1970s.

Grievance arbitration has been approached in this study as a complement to the collective agreement. It has been used as an indicator of the nature of labor-management relations and of the respective positions of both parties on the interpretation of particular problem areas covered by collective agreements. Grievance arbitration was confined almost entirely to *Le Soleil*.



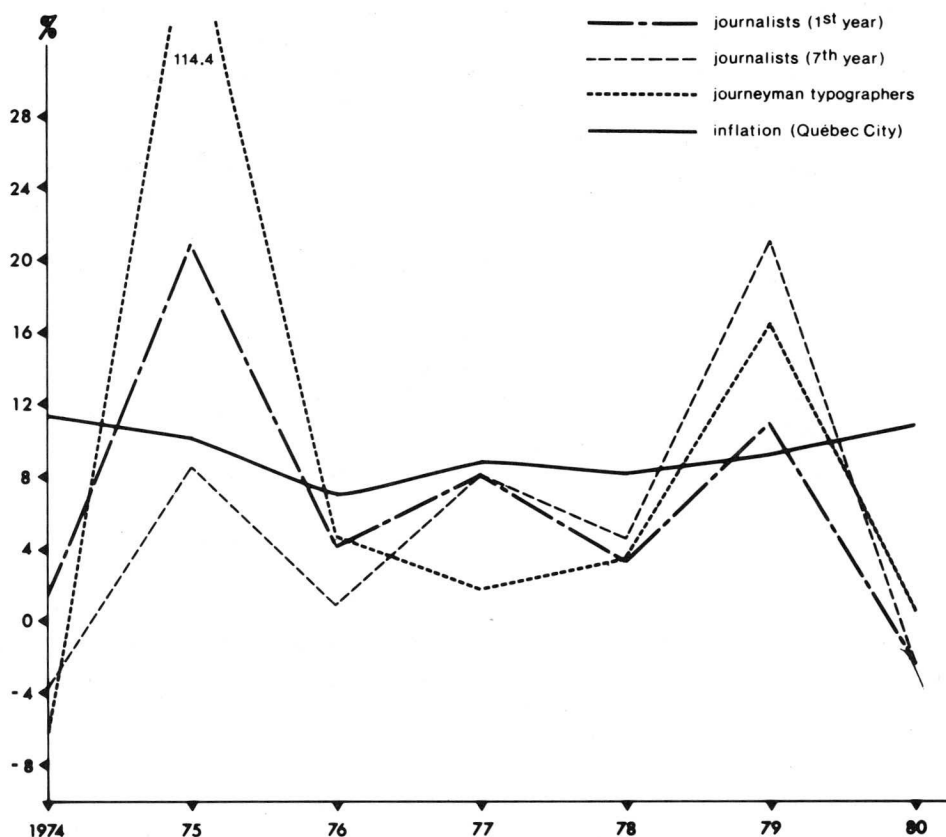
Corrigendum

Table 5, p. 161 — Tableau 5, p. 174



**Table 5**

*Variations in real hourly wages among journalists (first and seventh year of service) and among journeyman typographers at Le Journal de Québec, including the inflation rate for Québec City: 1974-1980 (in percentages).*



Sources: Statistics Canada, *Consumer Prices and Price Indexes*, 62-010, various years, in addition to calculations done for this study.

Of the 12 grievances that went to arbitration at the paper from 1970 to 1980, nine were registered by journalists, one by journalistic support staff, and two by production employees. Of the journalistic grievances, four were in the category of "editorial grievances", of which three were accepted and one refused. (The others involved suspension, disciplinary measures, employee classification and bonus, and two cases of jurisdiction over work assignments.)

In the first editorial grievance, registered in 1971, the union complained on behalf of a member about the alteration of an article by the newspaper management, maintaining that "the public's right to information and the professional freedom of the journalist were violated".

The arbitrator, Hubert Reid, rejected the union argument, maintaining that the professional clause in question could only be applied "in very serious cases", of which

this was not one. He held, furthermore, that the employer had respected the collective agreement by deleting the author's byline after the article was altered.<sup>5</sup>

The disposition of a second case, arising in 1973, was quite different. Management had demanded corrections in two successive versions of an article and refused to publish it when the journalist refused to change the second version. It was clear from the evidence submitted to the arbitrator, Claude Morin, later Québec's minister of intergovernmental affairs, that both the journalist and management were in favor of an additional, in-depth article to follow the one in question.

Morin found that the article did not contain any obvious factual errors. It also did not preclude the possibility of a more comprehensive follow-up analysis of the public's satisfaction with health services. While the article could be described as incomplete in some respects, that did not appear to be a reason to hold up publication, because the facts reported were adequately established for the type of article planned. Morin wrote:

In the case of an article such as the one proposed, as soon as the facts reported are accurate, the article is properly written, and it is of interest to readers, a delay based on the 'incomplete' nature of the article could introduce in future articles a more pronounced bias than that which journalists and management actually face in the present circumstances, and could, under certain conditions, give rise to reciprocal harassment.<sup>6</sup>

The journalist had clearly won her case, reinforcing the professional clauses of the collective agreement.

The third editorial grievance, also heard by Morin, arose in 1976 and involved a reporter's critical introductory article to an opinion survey among Québec youth which had been partly financed by *Le Soleil*. The newspaper refused to publish the introduction, which reflected on the quality of the survey, and substituted a new introduction written by a member of newsroom management, the reporter's name having been removed.

Morin said management had respected the collective agreement, but not the public interest. After hearing expert academic testimony as to the validity of the survey, he decided it would have been preferable to publish the complainant's article. Because of the substitute article, the paper "did not take enough precautions to prevent the public from misinterpreting the survey". Failing to do so, "the newspaper did not respect all the requirements concerning the public's right to full information. There was, however, no infringement of the journalist's freedom of opinion and expression or of the journalist's profession."<sup>7</sup>

Morin ordered the paper to publish a portion of the arbitration award and withdraw a letter of reprimand addressed to the complainant. The newspaper took the case to court and was upheld in the Québec Court of Appeal, reversing the Morin decision.

In a fourth case, arbitrated by Gérard Dion in 1979, a journalist was upheld in a grievance concerning the publication of an article under his byline after changes had been made to it without his permission. Dion decided the changes made in the text were covered by the collective agreement and hence required the author's assent if they were to be published under his name.<sup>8</sup> The course of these grievance cases during the decade indicates a strengthening of the position of the journalists on

professional clauses dealing with material written by them. The second Morin decision went further, linking the professional aims of the journalists and the public's right to accurate information; but in this case the Court of Appeal did not accept the full import of his arbitration for management prerogatives.

## Work stoppages

All but one of the work stoppages in the newspapers of Québec City during the past decade have been short (see Table 6). The longest strike, at *Le Soleil*, was also the longest for the province: 10 months. The conflict broke out August 30, 1977, and ended July 4, 1978. It involved 141 employees directly and more than 600 indirectly. For those directly involved, it lasted a total of 212 days, for an official count of 30,160 working days lost. The real total, in view of the number of employees indirectly affected, was more spectacular. Estimates of the cost to the company hover around \$4 million.

The cause was officially recorded as "wages". Closer examination, however, reveals a complicated web of circumstances pointing to more than one cause. One of the first articles on the subject, in *Le Droit* of Ottawa, revealed two: wages and self-management.<sup>9</sup> In another article, John Wildgust, of the Montréal *Star*, wrote:

One of the union's demands would require that *Le Soleil* publish the entire text of reporters' copy without changes, unless the reporter agreed. And it would give the reporter power to determine whether another story — from a news agency or elsewhere — could be run in place of an item questioned by management. . . .

The strike by employees at the daily newspaper *Le Soleil* represents a make-it-or-break-it bid to set labor history on demands for a say in management.<sup>10</sup>

Chrys Goyens of the Toronto *Star* wrote:

Among other things, reporters and copy editors seek greater control over editorial content. And this includes a final say in reporters' copy as well as rigidly-defined job assignments and job transfer procedures.

Union spokesman Jean Garon said the 108 journalists and 32 editorial office workers walked out for "job security" and to protest management's "misuse of rights" contained in earlier working agreements.

As journalists employed in the day-to-day production of the newspaper (circulation 150,000), they argue they alone are qualified to define editorial job descriptions and functions as well as the makeup of overall editorial staff.

. . . they want a final say in deployment of part-time staff and, if they get what they want, this will lead to the phasing out of stringers and syndicated columnists who write for *Le Soleil* and other newspapers.

What they propose, in effect, is an editorial co-operative which would be the most advanced in the industry in Canada, if not North America, says management.<sup>11</sup>

Another article, by Claude Gravel in *La Presse*, pointed to underlying causes, including the purchase of *Le Soleil* by Jacques Francoeur (UniMédia) in 1974, the parachuting of key editorial department personnel from Montréal — Claude

Beauchamp, editor-in-chief; Claude Masson, managing editor — as well as the new management's style and its effect on the newspaper.<sup>12</sup> This argument is reinforced in part by articles appearing in *Le Devoir* by Jacques Dumais and, later, Martine Corriveau, attacking Claude Beauchamp because of his management style and tactics.<sup>13</sup> Corriveau lashed out:

Our handsome young boss, former star of the Montréal press, concealed from no one his utter contempt for us.

That is what perhaps cemented our solidarity.

Our interview with the union president at the time, Jean Garon, and the history of grievances already recounted, point to a situation of tense relations from the beginning of the Francoeur régime.

Both sides had seen the strike coming, for the company had taken out strike insurance and the union had assured itself of local, as well as general (CSN), strike funds.<sup>14</sup>

The union was convinced that Claude Beauchamp had come to the newspaper with a specific mandate: to break the journalists' union. It pointed to his direct link to top management, as well as his position of authority in the editorial department, plus his various "stands" leading to confrontations. Claude Beauchamp readily pointed out in an interview that *Le Soleil* had the reputation of a newspaper controlled by its journalists. Some felt that situation had to be changed for the good of the paper. In retrospect, one informed observer pointed out that the collision course of labor and management had been evident since the discussions concerning the sale of the newspaper in 1974 (and had probably even had an impact on the purchase price).

Mediation was attempted and failed, since the journalists rejected the mediator's report. After eight months of strike, *Le Soleil* laid off 80 members of its management staff. Shortly afterward, a committee of the National Assembly was created to help settle the conflict, and came down generally on the side of the union. It suggested certain avenues for the resumption of the negotiations, which in fact resumed shortly afterward. According to Jean Garon, the committee played an important part in bringing the two parties back to the bargaining table.

The strike settlement confirmed the journalists in their acquired rights. Among their gains were an open-ended grievance clause, including situations unforeseen in the collective agreement, changes in disciplinary measures and personnel transfers, as well as control of syndication of news articles, a guarantee of manning levels, and parity of salaries with *La Presse* in Montréal.

After the strike, management practice appeared to give more responsibility over editorial content to the journalists. According to Jean Garon, Claude Beauchamp was much less omnipresent in the newsroom. After his departure a year later, management style changed in the person of Claude Masson. A policy of consensus emerged and open confrontation was avoided.

The members of the ITU and other craft unions respected the picket line of the journalists throughout the conflict, but there are indications of their discontent. An article in *Le Devoir* April, 1978, reported that:

...some 200 typographers and office workers of the daily *Le Soleil* demonstrated in front of the National Assembly yesterday, calling for government intervention to end the journalists' strike.<sup>15</sup>

According to Garon, this stance was criticized by Louis Laberge, president of the FTQ, but the gesture had been made. Indeed, during the course of the strike the international president of the ITU intervened to attempt to persuade the journalists to settle. At a meeting in Québec City between the two unions, Allan Heritage (ITU) and Garon (FNC) apparently locked horns. Garon commented later that relations with the ITU had generally been uneasy, while those with the graphic arts and pressmen's unions had been generally good, the latter being seen as more "progressive" by the journalists.

ITU members generally were older than the journalists, and had a longer period of employment with the newspaper. They were also more vulnerable to technological change. Their numbers had been frozen; apprentices were no longer hired; and retiring ITU members were not being replaced. The ITU had been pushed into second place by the journalists during the 1970s as the key union at *Le Soleil*. And, as noted, the two unions had collided on jurisdiction over OCR operators.

The displacement of workers involved in the introduction of OCRs was at the root of a four-day stoppage in 1973. With the elimination of old crafts, such as linotype operator, proofreader, and stereotyper, the ITU was looking to gain jurisdiction in the new computerized operations that displaced them. Management backed the ITU for jurisdiction over the "centre de transcription" containing the OCRs, but gave in to the FNC journalists' union as a result of the four-day stoppage. The discontented ITU took the issue to the Labor Court, eventually winning its case in 1975.

Another strike, which lasted one day in 1975, was officially declared because of the suspension of a journalist. The employee had apparently refused to do translation demanded by management, for he considered it incompatible with his job. The fundamental issue, nevertheless, seemed to be the way the newspaper was operating under its new owner. A series of questions was raised by the journalists concerning disrespect of the collective agreement (among other things, delays in grievance procedure), and overbearing management directives. This stoppage was a preview of the issues in the 1977-78 strike.

## **Industrial relations and newspaper fortunes**

It is plain from our survey that labor relations had some impact on Québec City newspapers at their critical moments of closing, sale, or development. But the importance of that impact varies from case to case.

Looking first at the papers that closed, the demise of *A Propos* appears mainly attributable to the fact that it was too traditional to seek out a new readership and too adventurous to hold its former readership. Writing in its predecessor, *L'Action Québec*, journalist Thérèse Dallaire said,

The newspaper of Christian thought was never able to satisfy at one and the same time both the progressives who roundly criticized its backward attitude and, at the other extreme, the traditionalists who accused it of deserting the true Christian spirit.<sup>16</sup>

The opinion was expressed in an article by a reporter at *Le Soleil* that the paper had only been bought from the Archdiocese of Québec by private interests in order to provide for its early burial outside the auspices of the church.

It appears that the former proprietors of the paper bought it, not only for the newspaper itself, which was no longer financially viable, but also for its other assets, including the printing plant.

*L'Événement*, which closed before the decade that is the focus of this study, had gone from a peak circulation of 23,556 daily in 1932 to 10,400 when it closed in 1967. Traditionally middle-class and conservative, according to former news editor Jean-Charles Bonenfant, it had failed to maintain its position as the morning partner of the afternoon *Le Soleil*, even through its change to a tabloid format. Furthermore, a good deal of its content appeared to readers to be a repetition of what they could find in more complete form in its parent paper. As can be imagined, it also had serious financial problems, recognized publicly by the owners.<sup>17</sup>

Its closing was notable, however, for providing the opening for Pierre Péladeau to enter the market with his morning tabloid, *Le Journal de Québec*, four days later. Similarly, the 1977-78 strike at *Le Soleil* was to provide the opportunity for a doubling of the circulation of *Le Journal de Québec*.

Returning to the closing of *L'Événement* in 1967, most of its employees were absorbed by the parent paper, *Le Soleil*, which brought out a morning edition to compete with Péladeau. In any case, labor relations can hardly be seen as a cause of *L'Événement's* closing.

The passing of the *Québec Chronicle Telegraph* from daily to weekly status appears to have been attributable simply to dwindling circulation paralleling the steady decline in population of the English-speaking minority. The subsequent closing of the printing operation, in order to farm out the printing of the paper, was at least partly linked to labor-management relations, the owner told us.

In the sale of *Le Soleil* to Jacques Francoeur's UniMédia Inc., a labor-relations link was indicated in an article by Normand Girard in December, 1973.<sup>18</sup> He reported that the salary demands of employees would certainly have an effect on its "eventual sale" (which came the next year). Growing control of editorial content by the journalists at the paper could also have affected both the decision of the Gilbert family to sell, and the price at which it was able to do so. Gabriel Gilbert, one of the owners, was to say that

owing to the advantages obtained from negotiations, it is more the journalists than the publishers or owners of newspapers who have the power to control editorial content.<sup>19</sup>

Interviews disclosed a body of opinion to the effect that the two Gilbert brothers who actually ran the paper had lost all their skirmishes with the union, sometimes at considerable expense, and could not contemplate a major confrontation with the CSN. But it must be remembered that the kind of demands being made at *Le Soleil* were not unique to that paper. Certain sources also held that part of the Gilbert family had withdrawn assets from the paper in view of the general situation of *Le Soleil*, creating a problem of liquidity. This remains, however, to be confirmed, for the paper remained, in 1973, in a basically strong competitive position. Circulation had been maintained at a high level up to and including 1973, reaching a record high in that year. Thus it is difficult to link the decision to sell purely to the demands of labor.

Finally, at *Le Journal de Québec*, labor relations went smoothly through the decade, with clear indications that Quebecor saw a conciliatory union-management

**Table 6**

*Work stoppages in Québec City newspapers, 1970-80*

Newspapers	Employees involved	Status of contract	Type of work stoppage and dates	Number of workers involved	Number of working days lost	Number of man-days lost	Questions at issue	Result of work stoppage
Québec Chronicle Telegraph	Printing pressmen	Contract expired	Strike June 8-July 3/72	10	18	180	Not reported	Unknown
<i>Le Soleil</i>	Journalists (FNC)	While contract in effect	Strike/lockout? May 8-May 12/73	4(600)	4	2,400	Technological change	Terminated by mutual agreement; modification in favor of the journalists
<i>Le Soleil</i>	Unknown (OCR typists)	During negotiations for first contract	Strike August 26/74	40	1	40	Wages	Return of workers after 12 hours
<i>Le Soleil</i>	Journalists (FNC)	Contract expired	Strike August 26/74	107	1	110	Wages	Return of workers after 12 hours
<i>Le Soleil</i>	(FNC)	While contract in effect	Strike April 2-April 3/75	80	1	80	Protesting suspension of one journalist	Unknown
<i>Le Soleil</i>	Various unions	Contract expired	Strike August 30/77-July 3/78	141	212	30,160	Wages	Terminated by mutual agreement of parties

Sources: Labor Canada, *Labor Gazette* and *Strikes and Lockouts in Canada*. Also newspaper articles, interviews, and the Québec Labor Court.



relationship as a key to building the new paper once the installation of the union was a fact of life. Employee morale may have benefited from the feeling of expansion and new opportunities provided by the paper's growth. The pragmatic approach of CUPE is, however, also an integral part of the explanation at this paper.

In conclusion, it has been shown that there is usually some link between the conditions demanded by labor, on the one hand, and closings and sales of newspapers, on the other. In no case, however, would it be exact to say that labor was the decisive factor. In fact it can easily be argued that it is altogether normal that labor have an impact on its employers. The limits on that impact are dictated by the relative strength of labor and management, as well as the financial viability of the company in question. Labor relations are, by nature, conflictual. The effort over the past 80 years in Canada has been to incorporate potentially dangerous conflict in this area within the bounds of society, to make it an integral part of society's functions, rather than to attempt to outlaw or eradicate it.

### Acknowledgements

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17. "*L'Événement* publie ce matin son dernier numéro", *Le Devoir*, March 3, 1967.
18. Normand Girard, "La rentabilité du *Soleil*", *Le Journal de Québec*, December 20, 1973.
19. "G. Gilbert favorise un certain syndicalisme dans l'information", *Le Soleil*, March 12, 1974.

# 8

## Conclusions

by Gérard Hébert

One point emerges clearly from the preceding chapters: there is no uniformity — indeed, little similarity — in newspaper industrial relations in the six cities studied. In British Columbia and in Québec, unions are militant. In Toronto, their power has progressively declined. In Winnipeg, after being virtually dormant for some 35 years, union strength and solidarity appear recently to have been reborn.

The basic question posed in this study is, how have labor relations influenced the concentration of newspaper ownership and reduction of competition? A summary of the principal events in each of the cities and situations studied may be of use in backgrounding our subsequent analysis.

### Vancouver

In Vancouver there are two newspapers, but only one employer. The *Sun* and the *Province* compete for readers and for advertising revenues, but they do not compete in industrial relations; the unions, therefore, cannot play the two papers against each other. However, facing that one employer are six strong locals — the Newspaper Guild and five locals from three craft unions, loosely associated in a joint council. Bargaining has been done (for the most part) through this joint council ever since it was formed, in 1957, after Pacific Press Limited was founded to unite the then two employers, Sun Publishing Company Limited and Southam Inc.

The 1970s were years of open conflict between the two parties: four of the six bargaining rounds ended in either a strike or a lockout, two of them major. During the 1969-70 dispute, which centred on financial issues and management's desire to obtain a longer contract, union solidarity was strong, and the three-month work stoppage (which resulted in 80,000 man-days lost) was successful for the unions. The eight-month work stoppage in 1978-79 was not as successful. A serious rift developed within the union council and, after many reversals of position, the pressmen finally accepted binding arbitration on the manning issue, members of other unions threatening to cross picket lines.

One typical aspect of these conflicts was that no daily newspaper was published by Pacific Press during the work stoppage. For most of the shutdown periods, the

unions themselves put out their own paper, the *Express*. This situation has not been seen in other Canadian cities except Montréal and Québec City. In provinces other than Québec, publication during strikes or lockouts has been a regular pressure tactic by management.

During the 1970s, the basic issue in Vancouver was the question of technological change, although other factors — such as lack of consensus on either side and mutual mistrust — were sometimes the immediate causes of strife. Recourse to third-party intervention and legal action were also common.

With regard to newspaper concentration, the most significant event occurred in August, 1980, when Southam purchased Thomson's half-ownership in Pacific Press, leaving Southam the sole owner of Pacific Press and of the *Sun* and the *Province*. Whether the purchase was even partly based on industrial relations factors has not been established, but the present single ownership is likely to have beneficial effects on labor relations: it will be easier for management to reach and implement decisions than it was when two companies shared control.

## Winnipeg

The "straight kill" of the *Tribune*, in Winnipeg, was one of the events which brought about the creation of the Royal Commission. The *Tribune* and the *Winnipeg Free Press* had been in competition for almost a century. After a long period of slow growth, and even a decline in the first half of the 1970s, the *Tribune* had managed to increase its circulation by almost 50 per cent between 1974 and 1980.

Unions in Winnipeg, unlike those in Vancouver, were weak, and had been for a long time. An ITU strike in 1945 had destroyed not only that union, but the effectiveness of other unions as well. Since that strike, there has been no work stoppage in either of the Winnipeg dailies. Circumstances seem to have helped management to keep a solid family spirit in both newspapers.

In the late 1960s, the two papers bargained jointly with two craft unions, the pressmen and the stereotypers, although neither was certified at that time. Certification was obtained for most of the trades between 1972 and 1974. Probably because of the 1945 strike, the ITU did not re-emerge, except to represent the mailers. The Guild was certified at both papers, but managed to sign a contract only at the *Tribune*, not at the *Free Press*. In the production departments of the two papers, most employees belonged to local associations. Bargaining was done strictly by craft, jointly with the two newspapers for the pressmen and the mailers, separately with each paper for all the other groups. For the last round of bargaining, in 1978, most of the units at the *Tribune* accepted some restrictions to help the paper build up a better position in the local market; the pressmen, for example, gave up their unit-manning clause for a shop-manning system.

The sudden closing of the *Tribune* seems to have rekindled union militancy and solidarity. New certificates have been asked for and obtained, so that almost all the employees at the *Free Press*, by November, 1981, were represented by three locals of two international unions, the pressmen and the ITU: the local associations and the Guild have gone. Bargaining is now carried on by a modified joint council of the three locals.

Apparently labor relations had nothing to do with the closing of the *Tribune*. It may be noted, however, that unions were somewhat stronger at the *Tribune* than at

the *Free Press*, and that they were preparing to bargain in council when the *Tribune* was closed.

## Toronto

Toronto provides another example of weak newspaper unions. While newspaper unions were more active in Toronto than in Winnipeg during the 1950s and early 1960s, their decline since the failure of the typographers' strike has been remarkable. The Toronto newspaper unions have not recovered from that strike. The ITU has never re-entered the picture. Only the *Globe and Mail* and the *Star* are now unionized, although not completely. The Guild and the pressmen represent various groups at the two papers; the photo-engravers still represent the platemakers, but only at the *Star*. Bargaining is done separately by each union with each paper, although all member units of a particular union come to the bargaining table together at each paper.

Toronto is unique in that it has a daily newspaper with a circulation of more than 200,000 produced completely by non-union employees. The directors of the Toronto *Sun* made it clear from the outset that they wanted to publish without unionized personnel and so avoid the problems the *Telegram* had endured. Still, it is not clear that the *Telegram's* problems stemmed directly and only from conflicts with the unions; management (as explained in the Toronto case study) must share responsibility.

The purchase of the *Globe and Mail* by Thomson was not related to labor relations problems. The purchase by the Toronto *Star's* parent, Torstar, of a group of weeklies around Toronto is quite different. It is hard to believe that this transaction was not related to the fact that the delivery system of the *Star* is under union contract, and that a work stoppage by these employees could put the paper in a difficult situation. The alternate delivery system afforded by the weeklies could turn the tables completely. Thus, labor relations in the newspaper industry in Toronto have played a definite role in at least some major transactions.

## Ottawa

The situation in Ottawa was much more complex, although there are some resemblances to other situations. There were two competing English-language dailies; the one which was closed, although in second position, was competing with the leader, as was the *Tribune* in Winnipeg. Though the arrangement did not last as long as it did in Vancouver, there was some joint bargaining through the Ottawa Council of Newspaper Unions with the two newspapers. As in Toronto, printing trade unions in Ottawa dated back to the turn of the century.

As in Winnipeg, the effects of an ITU strike, immediately after the Second World War, carried into the 1970s. Again, the central issue was the attempt by the union to impose its "general laws" on the employer, including the requirement that American laws take precedence over Canadian. The *Citizen* was the paper hit, because, like the Winnipeg *Tribune*, it was part of the Southam chain; and the union had decided to wage a war-to-the-finish with the Southam papers. As in Winnipeg, the ITU lost its strike at the *Citizen*; and it did not begin to recover until it was recertified in 1969. In the interval, a quasi-company union, the Canadian National

Printing Trades Union (CNPTU), represented the employees in the composing room; it bargained relatively "soft" agreements. The *Journal*, which was independent until 1961, was spared the big fight. The typographers at the *Journal* remained members of the ITU during the entire period, and the union was able to write most of its usual restrictive craft rules in successive collective agreements.

This put the two papers in divergent positions, the *Citizen* having a relatively mild agreement, and the *Journal* a tough one. The ITU was recertified at the *Citizen* in 1969, but it had to give up demands for recognition of its "general laws" and a closed shop to obtain an agreement. The provisions on jurisdictions and craft rules were also less stringent. This so-called "*Citizen contract*" became the objective of the *Journal* in its bargaining with the ITU during the 1970s: the *Journal* wanted a similar agreement.

The 1976 round of bargaining stands as the crux of most, if not all, the labor relations problems in the Ottawa newspaper industry. The agreement between the papers — that one would not publish if the other could not publish because of a labor problem — was put to the test; and it held for some time. The *Journal* wanted to obtain the "*Citizen contract*" all at once. The *Citizen's* management disagreed on the practicability of achieving that goal in one step. In view of the *Journal's* inflexibility, the *Citizen's* management ended the inter-paper agreement. At the same time, the *Journal* decided to lock out its unionized employees and publish with non-union personnel. From then on, the *Journal* also refused to bargain with the union council. After a series of legal entanglements, an Ontario Labor Relations Board report suggested that the ITU give the *Journal* the "*Citizen contract*" in exchange for some guarantees to its members, and some damage compensation. The *Journal's* management turned down the recommendation. Later, the *Journal* signed new agreements with the other bargaining units, mostly on its own conditions; but the ITU remained shut out. After its return to a more normal situation, the *Journal* continued on the slide on which it had started in 1973. Obviously, the 1976-77 dispute aggravated the *Journal's* situation.

Another factor which stands out clearly in the Ottawa story is the paramount importance of management in the survival or death of a newspaper. Management at the *Citizen* had made all the "right" decisions in 1969 regarding technological innovations and relocation and, in 1976, in deciding to break the inter-paper agreement. The *Journal* had made exactly the opposite decisions. As well, it had rejected the labor relations board's recommendations in 1977.

Such longsightedness (or shortsightedness) includes, of course, decisions involving labor-management relations. In the case of the *Journal*, it included refusing to heed the *Citizen's* recommendation to go after a modified agreement by steps, refusing to take advantage of the ITU's softening position before the lockout, and rejecting the board's report. Even if the business situation at the *Journal* seems to have been the major cause of its closing, labor relations, including management style, had a direct influence, perhaps even a precipitating influence, on the *Journal's* demise.

## Montréal

The Montréal situation is a mosaic. There were, during the early 1970s, two English-language and four French-language papers. Some were chain-owned, one was

independent. There were traditional papers of general interest and there were tabloids. Some had been morning papers and others afternoon. Eventually, they all became morning papers. Almost all employees are unionized.

Montréal is a city where union militancy is high both on questions of technological change and on journalists' concerns such as freedom of the press, different types of professional clauses, and sharing of editorial control ("co-determination" and "co-management"). It is a city where unions have been active for almost a century and have obtained extremely good working conditions, including a 32-hour, four-day week in most dailies; the exception is *La Presse*, where the standard work week for production employees is 28 hours. Labor costs and manning levels are high, as is the proportion of local input in editorial content.

During the past decade, as before, labor conflicts have been numerous, sometimes bitter and extremely long. In contrast, two of the Montréal papers have never had a strike: the *Gazette* boasts of its regular publication record for more than two centuries, and a newcomer, the tabloid *Le Journal de Montréal*, has had only two one-day work stoppages.

Montréal also had two major closings in recent years, the *Star* and *Montréal-Matin*. It was generally expected that the *Gazette* would close: the anglophone population in the Montréal area is comparable to that of Ottawa and Winnipeg and, therefore, was considered too small to support two large dailies. Every market indication was that the *Gazette* would close, but an eight-month strike at the *Star* in 1978-79 turned the tables. The larger paper shut down, while the smaller one reaped all the benefits. If two English-language Montréal papers could not survive, it is clear that the work stoppages at the *Star* determined which was to die.

All the other French-language papers underwent severe and protracted strikes, especially *La Presse*, which closed twice for seven months in 1971-72 and in 1977-78. As in Vancouver, papers were not published during these work stoppages. A union paper, *Le Quotidien*, was published during the 1971-72 stoppage. The last conflict, in 1977-78, was waged over technological change by the production employees and co-management (editorial control) by the journalists. This was concurrent with a stoppage at *Montréal-Matin*, which had been acquired by the same owner as *La Presse* (Paul Desmarais' Gesca Ltée), shortly before. Some contended that Gesca had decided to kill *Montréal-Matin* the day it bought it; others thought that the long strike was the real cause for folding eight months after the strike. Figures show that the circulation of *Montréal-Matin* began to drop in the early 1970s, when the morning tabloid *Le Journal de Montréal* started to pick up circulation — leaping from less than 100,000 in 1970 to 150,000 in 1975, to more than 200,000 in 1977, and to 300,000 in 1979.

In terms of bargaining structures, all combinations existed — from separate bargaining by certified unit and by paper, to joint bargaining (involving up to 19 unions), as was the case during the protracted joint conflict at *La Presse* and *Montréal-Matin*, in 1977-78.

Although other factors were involved in the closing of the Montréal *Star* and *Montréal-Matin*, labor conflicts had a definite influence at both papers. It is sometimes said that even *La Presse* is in a rather precarious financial situation; that could be the result of costly collective agreements in force for a long period. The *Gazette* benefited from an implicit agreement in which the Montréal *Star* did the



tough bargaining, and the *Gazette* settled easily afterward for similar conditions. *Le Journal de Montréal* has been able to play it safe, paying to keep all its management rights by granting equal or better working conditions. There are indications, however, that this situation may soon change.

## Québec

The situation in Québec City appears to be a small replica of the Montréal mosaic. From the five dailies that existed 15 to 20 years ago, there now are only two. The English-language daily has become a weekly, and two of the French-language dailies have closed.

*A Propos*, which took over from its predecessor *L'Action*, had, like the Montréal *Le Devoir*, a CNTU shop: the journalists and the production employees were members of CNTU unions. Both were "idea" newspapers. *A Propos* closed; *Le Devoir* has trouble making ends meet.

Union militancy is especially high at *Le Soleil*, mostly among journalists fighting for co-management and professional clauses; these were the basic factors that triggered the longest strike in the Québec newspaper industry in 1977-78. As in Montréal, *Le Journal de Québec* has had no work stoppage; it seems in a relatively better position as far as labor relations are concerned, at least from management's viewpoint. Its employees are members of different locals of the Canadian Union of Public Employees (CUPE) — the only such case in the country. It is also remarkable that their collective agreements are less protective and less stringent than the usual craft union agreements. As in Montréal, the honeymoon may soon be over.

## The basic question

If we try to bring together the answers to the basic question — whether labor relations have influenced the concentration of newspaper ownership — the general impression given by the various case studies is not quite clear. (See Table 1.) In few cases is there a clear-cut "yes".

There is, for example, the case of the Montréal *Star*, where the strike determined which of the two English-language papers would disappear. In Toronto, the *Sun* has been able to operate without unions, in part because of the prior experiences of the defunct *Telegram*.

The cases in which labor relations did not seem to have much influence are clearer. The closing of the Winnipeg *Tribune*, the purchase of the *Globe and Mail* by Thomson, the purchase of Pacific Press shares from Thomson by the Southam chain, as well as the closing of *L'Événement* in Québec City in the 1960s have been clearly labelled as unrelated to labor relations.

The other six examples get a qualified "yes" on this question. In the case of the Toronto *Telegram*, the ITU strike had a precipitating effect. In the case of the Ottawa *Journal*, labor relations played a minor role, the downward trend having started long before the disastrous conflict of 1976-77. *Montréal-Matin* had to close because, having started a slide previously, it never recovered from its eight-month strike. The Toronto *Star* bought the Inland group of weeklies, which could have the effect of protecting its delivery system, in case of a strike by delivery employees; labor relations were also one factor among others in the closing of *A Propos* and the sale of *Le Soleil* to a Québec chain.



In summary, labor relations interact with other factors affecting the fortunes of newspapers, and have been of major consequence in many cases.

Market situation

One can recognize two types of newspaper market in the six case studies. (See Table 2.) Three of the cities are in the half-million range of population: Winnipeg, Ottawa, and Québec City.<sup>1</sup> The first two had had two daily newspapers for many years; one in each city folded in 1980. That would appear to give some support to the contention that cities of this size cannot support two daily newspapers. Québec City has had only two since 1974, and one of these has been losing ground.

Table 1  
Impact of labor relations on newspaper closings and transactions involving Canadian newspapers, 1970-80

Cities and dailies	Yes	Qualified yes	Definite no
Vancouver: Pacific Press (full purchase)			X
Winnipeg: Tribune (closed)			X
Toronto: Telegram (closed)		Precipitating effect	
Sun (new)	X		
	(deliberately non-union)		
Globe (sold)			X
Star (purchase)		To protect delivery	
Ottawa: Journal (closed)		Minor role	
Montréal: Star (closed)	X*		
Montréal-Matin (closed)		Loss of circulation from a strike	
Québec: A Propos (closed)		One among others	
Le Soleil (sold)		Major factor, with others	
Québec Chronicle	X		
Telegraph (sold)	(close of production facilities)		
No. of cases: 12	3	6	3

\* The strike determined which English-language newspaper would close.

The other category is above one million. Vancouver, with just a little more than one million people, has two dailies, but both are managed by the same company and both now belong to the same chain. Montréal has two major linguistic groups; there are some 800,000 English-speaking people and more than two million French-speaking. English-language readers in Montréal represent a market similar in size to that of the first category: there were two anglophone dailies in Montréal, one of which folded in 1979. This leaves the two largest communities, Toronto and francophone Montréal, with three dailies each. Thus, the concentration of daily newspapers appears to be related to population. Market size and situation are of sufficient importance, however, to merit further analysis.

Table 2

## Market situations 1980

Cities and newspapers <sup>1</sup>	Population			Daily circulation <sup>3</sup>			Advertising	
	CMA <sup>2</sup> No.	% increase during decade	No. in 1980	% in city zone <sup>4</sup>	% share of market	% incr. during decade	Prop. of adv. <sup>5</sup>	Line rate Jan. 1. 1981 Jan. 1 1971
Vancouver <i>Sun</i>	1,200,900	13.4	230,219(s) 123,783(d)	62(s) 54(d)	65(s) 35(s)	1.9 14.5	30 50	3.45 3.45
Winnipeg (1979) <i>Province</i>	590,900	8.9						
<i>Free Press</i>	E.		141,260(s)	78(s)	57(d)	6.4	65	.50
<i>Tribune</i>	E.		105,989(i)	73(d)	43(i)	34.5	50	.40
Toronto <i>Globe</i>	2,883,100	13.4						
<i>Star</i>	M.		300,051(i)	69(d)	30(s)	12.7	55	1.80
<i>Sun</i>	E.		480,767(s)	80(s)	48(d)	26.5	70	2.00
	M.		224,214(i)	87(d)	22(i)	—	70	2.15 (.80) <sup>7</sup>
Ottawa (1979) <i>Citizen</i>	568,000 <sup>8</sup>	24.2						
<i>Journal</i>	E.		122,411(i)	75(d)	65(i)	48.0	65	1.25 .38
	E.		64,592(d)	62(s)	35(d)	-22.1	50	(.62) <sup>6</sup> .32
Montréal <i>Star</i>	2,827,300	4.3						
<i>Gazette</i>	E. (814,300:English)		167,264 <sup>9</sup> (d)	85(s)	57(s) <sup>11</sup>	-9.7		(1.90) <sup>6</sup> 1.10
<i>La Presse</i>	M.		180,130 <sup>10</sup> (i)	82(i)	43(s)	33.1	60	2.30 .65
<i>Journal de</i>	M. (2,013,000:French)		179,974 (s)	68(d)	34(d)	-13.9	65	2.25 1.20
<i>Montréal</i>								
<i>Le Devoir</i>	M.		317,228 (i)	63(d)	59(i)	310.8	50	3.00 .40
	M.		41,522 (s)	57(i)	8(s)	6.9	40	.75 .30
Québec <i>Le Soleil</i>	565,700	15.5						
<i>Journal</i>	M.		126,671 (d)	59(s)	55(d)	-17.1		1.55 .65
<i>de Québec</i>	M.		103,439 (i)	53(d)	45(i)	593.2		1.25 .20

### Notes

1. E.: evening paper. M.: morning paper.
2. CMA: census metropolitan areas, as determined by Statistics Canada.
3. Average daily circulation over the year, Monday to Friday (or Monday to Saturday if the Monday-Friday information was not available). For comparison purposes, 1979 figures are used for the two papers in Winnipeg and Ottawa. The following abbreviations are used in these columns:
  - d: has decreased over the last few years.
  - i: has increased over the last few years.
  - s: has remained relatively steady.
4. City zone, or primary market area, according to available data.
5. Proportion of paper devoted to advertising on a typical weekday. Expressed in percentage. It is the opposite of the so-called "news hole".
6. Rate at time of closing.
7. Rate at time of opening.
8. Estimated population of the Ontario portion of the Ottawa-Hull census metropolitan area.
9. Figure for nine months of 1978 (1979 figure is not representative).
10. Figure for nine months of 1979 (1980 figure is not representative).
11. Share of market based on previous years.

Sources: For population: *Estimated Population of the Census Metropolitan Areas of Canada*. Statistics Canada (91-207). For all other data: *Canadian Advertising Rates and Data (CARD)*, Maclean-Hunter.

### *The "two-paper" cities*

In Vancouver, the competition between the *Sun* and the *Province* is of a special nature. The editorial and newsrooms are separate, but the two papers are printed and distributed by the same organization. In case of labor conflict, both close ranks. The *Sun*, an evening paper, has a circulation roughly double that of the *Province*, a morning paper. The *Province* sells more than 40 per cent of its circulation outside the metropolitan area; but the *Sun* is not far behind with just a little less than 40 per cent. The circulation of the *Sun* remained relatively steady, about 230,000, during the 1970s, while the *Province* increased from 100,000 in 1970 to 130,000 in 1978; it then declined sharply over the next two years.<sup>2</sup>

In Winnipeg, before the shutdown of the *Tribune*, the market was also divided in a two-thirds/one-third proportion. The *Free Press* sold about 130,000 copies per day, and the *Tribune* about 75,000. The *Tribune* increased its circulation by 35,000 in the last five years of its existence. Over the decade, the *Tribune* had the highest percentage increase (35 per cent) of all traditional Canadian dailies. The decision to close the *Tribune* was, therefore, certainly not related to its circulation. One reason mentioned was the imminently necessary investment in new machinery and buildings. There was a differential in advertising rates between the two papers, reflecting the difference in circulation.

Unlike the situation in Winnipeg, the *Ottawa Journal* seemed to be doomed, not from the early 1970s, but certainly since 1975. After sharing the market with the *Citizen* almost 50-50 for a long time, with a slightly higher distribution outside the city zone (although less than 40 per cent), the *Journal* started to lose ground seriously in 1975, eventually slipping to one-third of the market. The *Journal's* advertising rates were lower than the *Citizen's*, by about 15 per cent up to 1975, by a greater margin afterward. The die was cast in 1975. But the reason for the demise of the *Journal* should be looked for in areas other than its market situation, at least in the early 1970s. It could have been a question of content, of management, or other factors.

### *Multi-paper cities*

Each of the three Toronto daily newspapers has its own characteristics. The *Globe and Mail* considers itself a national newspaper, although it sells more than two-thirds of its circulation in the Toronto area. Until 1978, its circulation was between 260,000 and 270,000; it has enjoyed rapid growth since then, especially at the national level. Its advertising rates were a little lower than those at the *Star*, but they increased substantially during 1981. The *Globe* at this writing represents about 30 per cent of the local market.

The *Star* and the *Sun* are in keen competition for Toronto readers. After the closing of the *Telegram*, the *Star* took almost all the *Telegram's* readers, exceeding 500,000 copies a day in 1972 and 1973. But the tabloid *Sun* has picked up an ever-larger share of the local market since 1971. By 1979, it was printing more than 200,000 copies daily; it now serves some 20 per cent of the Toronto newspaper market. The *Toronto Star* has declined, although slightly; it now stands at about 48 per cent of the market. Advertising rates at the *Sun*, low during its first years, have increased but are still less than half the *Star's* rates.

Although the francophone and anglophone newspaper markets in Montréal are not separate — many francophones read an English paper, and many anglophones read French newspapers, although perhaps not to the same extent — they are different. For a long period, the Montréal *Star* had approximately 60 per cent of the anglophone audience; the *Gazette* had the remainder. Circulations of the two papers were 185,000 and 135,000 respectively.

That was the situation in the early 1970s. The *Star* then had 85 per cent of its circulation in the city, the *Gazette* roughly 75 per cent. Both papers lost ground during the decade. Then the 1979 strike broke down the position of the *Star*. The *Gazette* signed up many former *Star* readers, giving it a 33-per-cent increase during the decade, and bringing its city zone circulation to 82 per cent of total circulation. Their respective advertising rates moved correspondingly. The *Star* was an evening paper; the *Gazette* is a morning paper. There now are no evening papers in Montréal, English or French.

In the francophone market, the intellectual *Le Devoir* is a special case. It has a circulation of about 40,000. It has grown only slowly, except during the *La Presse* strike in 1978. It also has a high proportion of readers outside Montréal, almost half its circulation. With its low advertising rates, and its small volume of advertising, it is not a highly profitable venture. The 40,000 circulation mark is said to be the break-even point. It represents about eight per cent of the francophone newspaper market in the Montréal area, but that is hardly an indication of its influence and the respect it commands.

This leaves the competition for the larger market to two dailies, a traditional one, *La Presse*, and a newcomer, *Le Journal de Montréal*, a tabloid established in the 1960s. At the beginning of the decade, *La Presse* published more than 200,000 copies a day, and *Le Journal de Montréal* 75,000 copies. *La Presse* slipped until after its long strike (1977-78) it had an average paid circulation of 150,000. Soon after the strike, it became a morning paper (it had been an evening paper since its foundation in the 19th century), and, apparently, picked up some former readers of *Montréal-Matin*. Its circulation reached 180,000 in 1980. On the whole, the paper does not seem able to regain its former leading situation and it has corresponding financial problems. Even when *Montréal-Matin* was at its top circulation, *La Presse* had 45 per cent of the Montréal francophone market; it is now down to 35 per cent. Although it was not the only factor involved, the 1977-78 strike certainly did not help.

The strongest newspaper competition in the Montréal market has come from *Le Journal de Montréal*. From a circulation of 75,000 in 1970, it reached 100,000 in 1971, 200,000 in 1977, and 300,000 in 1979; by late 1981 it was approaching 320,000. This popular tabloid now controls 60 per cent of the francophone Montréal market. Its advertising rates were extremely low in the early 1970s; they now have surpassed the rates at *La Presse*.

Québec City is another case where a popular tabloid is challenging the traditional paper. With the closing in 1974 of *A Propos*, the short-lived successor to the intellectual *L'Action* (which had held about 12 per cent of the market), *Le Soleil* remained as the only major daily in Québec City. Its circulation hovered about 150,000, with a peak of more than 160,000 in 1972. In 1973, *Le Journal de Québec* started its rapid growth — from 20,000 copies a day, to 50,000 in 1976, and to more

than 100,000 in 1978. *Le Soleil* still retains a higher circulation than *Le Journal de Québec*, but in a close proportion of 55 to 45 per cent of the market. The outside readership of *Le Soleil* — which, at times, has been more than 50 per cent — has always been important. In 1981, it was about 40 per cent. *Le Journal de Québec*, which started with more than 90 per cent of its readers in the city zone, now sells almost half its copies outside the Québec metropolitan area.

As in Montréal, labor conflicts in Québec City may have played a significant role in the evolution of the two surviving papers. In part, the change may be due to a change in the taste of readers, in the kind of newspaper they want. But the many and bitterly long strikes, at *Le Soleil*, for example, certainly did not help to rebuild a readership; readers were forced to read *Le Journal de Québec* as an alternative.

In contrast, *Le Journal de Québec* was strike-free during the whole decade. The owner of *Le Journal de Québec*, as well as *Le Journal de Montréal*, decided to buy labor peace and to keep intact all his management rights through substantial financial settlements. To date, the policy has paid dividends in terms of circulation.

Thus, in all cities where there are still two dailies competing, they are of different types and labor relations are part of the difference: the Toronto *Sun* is non-union, *Le Journal de Montréal* and *Le Journal de Québec* have had favorable labor relations over the whole decade. What will happen in the future, and what would happen if the Toronto *Sun* entered the market in Vancouver are different questions.

## Labor costs

A major impact of labor relations on a newspaper is through its labor costs, especially as determined by working conditions set out in collective agreements.<sup>3</sup> (See Table 3.)

Although wages and salaries do not add up to total labor costs, they represent a substantial part. When the newspaper owns and operates its printing facilities, labor costs typically represent between 40 and 50 per cent of total expenditures. If the printing of the paper is farmed out, the percentage falls to about 25 to 30 per cent. All newspapers in these case studies are printed on their own premises, except the small Montréal *Le Devoir*. Until 1979, *Le Journal de Montréal* was printed in a plant owned by its parent company, but administered separately; in 1980, the plant was integrated with *Le Journal de Montréal*.

Our analysis is limited to wages and salaries. We can therefore evaluate the positions of the various newspapers only by comparing them one with another in light of general economic conditions. For these, average hourly and weekly earnings were used, as well as the Consumer Price Index for the various metropolitan areas.<sup>4</sup> Average weekly earnings seemed a somewhat better reference point, since the data used reflect the situation in the industrial composite, not only in the manufacturing industry. This is especially important because the cities included in our study have a different industry-mix; the two extreme cases are Ottawa and Québec City, where government is the dominant employer. Generally speaking, average hourly earnings for manufacturing tend to be above the all-industries' average; this is particularly true in Québec City, Ottawa, and Vancouver.

Vancouver ranks first in weekly earnings, with an average of more than \$350 in 1980. It is followed by Montréal and Toronto, at about \$310, with all other cities less than \$300 a week. The highest-paying newspaper firms are in Montréal and, at least

Table 3

*Hours of work and wage rates in Canadian dailies, 1981; and indices of wage changes 1970-1981<sup>1</sup>*

Cities and newspapers	Standard work week <sup>2</sup>	Entering rate	Reporters top rate	Reference points			
				Typographers (T) Pressmen (P)	Average weekly earnings (industrial composite) <sup>3</sup>	Average hourly earnings manufacturing <sup>3</sup>	Consumer price index <sup>4</sup>
<b>Vancouver</b>							
<i>Sun and Province</i>	37½	8.48 280.8	13.67 264.9	13.65 275.2	355.56 284.0	10.25 301.5	227.4
<b>Winnipeg</b>							
<i>Free Press</i>	37½	— <sup>5</sup>	— <sup>5</sup>	11.89 288.6	266.63 264.5	7.02 286.0	225.1
<i>Tribune</i>	37½	7.61 <sup>6</sup>	10.80 <sup>6</sup>	10.58 <sup>6</sup> 256.8			
<b>Ottawa</b>							
<i>Citizen and Journal</i>	37½	7.76 267.6	11.28 244.7	11.27 248.2	284.17 257.5	8.40 283.7	221.2
<b>Toronto</b>							
<i>Globe and Mail</i>	35	8.44 256.5	13.84 264.6	13.83 266.0	310.66 252.4	7.59 267.3	223.7
<i>Star</i>	35	9.24 263.2	14.62 275.3	13.47 259.0			
<b>Montréal</b>							
<i>Gazette</i>	35-32	9.20 <sup>7</sup>	14.63 <sup>7</sup>	14.78 302.5	313.78 268.9	7.49 292.6	223.5
<i>La Presse</i>	32-28	10.44 397.0	15.62 265.2	16.44 320.0			
<i>Journal de Montréal</i>	32-30	10.00 369.0	17.19 269.0	16.66 427.2			
<i>Le Devoir</i>	32-32	11.20	14.46				

Table 3 (continued)

*Hours of work and wage rates in Canadian dailies, 1981; and indices of wage changes 1970-1981<sup>1</sup>*

Cities and newspapers	Standard work week <sup>2</sup>	Entering rate	Reporters top rate	Typographers (T) Pressmen (P)	Reference points		
					Average weekly earnings (industrial composite) <sup>3</sup>	Average hourly earnings manufacturing <sup>3</sup>	Consumer Price Index <sup>4</sup>
Québec							
<i>Le Soleil</i>	32-32	9.31	15.63		286.24	8.25	
		260.8	260.5	12.97	284.8	339.5	222.7
<i>Journal de Québec</i>	32-34	9.00 <sup>7</sup>	17.23 <sup>7</sup>	283.7			
				13.00 <sup>7</sup>	P		

#### Notes

1. All wage rates are expressed in hourly terms for purposes of comparison. Figures are as of January 1, 1981. Indices of wage changes are calculated with reference to January 1, 1970 (which equals 100) for each category involved. *All indices in the table are in italics.*
2. Number of standard hours for the majority of employees. When two figures are given, the first applies to journalists, the second to production workers.
3. Average weekly earnings reflecting the whole industrial composite could not be reduced to an hourly basis, because average standard hours for the same category are not available. Average earnings are for 1980. To ensure a comparable period of 11 years, indices of average earnings changes have been calculated with reference to 1969 (1969 = 100).
4. Figures for the consumer price index in each city are those for January, 1981. For reasons of comparability, the index of CPI change has been calculated on the basis of 1970 = 100.
5. No collective agreement existed for reporters at the *Free Press* in 1980-81.
6. Rate given is at time of closing (1980). Indices were not calculated for *Tribune* reporters, because they had no collective agreement in 1970.
7. Indices were not calculated in these cases because there was no collective agreement in 1970.

Sources: Collective agreements for the various newspapers and employee categories, in force on January 1, 1970, and January 1, 1981. For average earnings: *Employment, Earnings and Hours*, Statistics Canada, 72-002. For the consumer price index: *Prices and Price Indexes*, Statistics Canada, 62-002.



in the case of reporters, in Québec City. Toronto and Vancouver form a second category, with middle-range wages and salaries for both production workers and journalists. Ottawa and Winnipeg fall into a third group.

A final note before analyzing the rates. Newspaper agreements, in general, contain no cost-of-living allowance (COLA) clauses, but price changes are taken into account, as one of the major determining factors, when the wage schedule itself is bargained.

### *High-paying cities*

According to collective agreements, the highest-paid reporters in Canada work for *Le Journal de Québec* and *Le Journal de Montréal*, the two fastest-growing tabloids in the country. Immediately following are the top-ranking reporters at *Le Soleil* in Québec City and *La Presse* in Montréal. All these reporters earn \$500 a week or more. The beginning rates are higher in the Montréal newspapers, followed immediately by the Québec City papers. They all receive between \$300 and \$400 a week for a typical standard work week of 32 hours. For production workers, Montréal papers pay the highest rates, followed by Toronto and Vancouver; Québec City comes third.

The tabloids in Montréal and Québec City have come a long way during the decade. They were the lowest-paying of all the daily newspapers in Canada in the early 1970s. In January, 1981, for all categories except the beginning rate of clerks, typists, and switchboard operators in Vancouver, they were at the top of the scale. As mentioned earlier, this came about as the result of a deliberate policy of the owner to avoid labor conflicts and retain management rights. It seems probable that the militancy of the CNTU unions had a role to play: the only paper in the province of Québec where the Guild represents the journalists is the *Gazette*, and the top rate for reporters there is more in line with Toronto rates than with other Montréal and Québec City rates. Production employees at *Le Journal de Québec* are affiliates of a different union, quite strong in Québec City, but not found in any other newspaper in Canada, the Canadian Union of Public Employees (CUPE). At the beginning of the decade, production employees at the Québec tabloid were members of a company union; CUPE obtained tremendous increases for them, but they still lag behind their Montréal counterparts and even behind Toronto rates.

Because of the special situation at the two tabloids, comparisons over the decade are meaningful only in relation to the traditional newspapers. Increases in wages and salaries at *Le Soleil* were roughly in line with increases in weekly earnings for the Québec City area. In the Montréal dailies, the differential between the increase in wages and salaries, and the increase in Montréal-area average weekly earnings is more substantial, although somewhat haphazard in certain categories. Wage increases in the newspapers of both cities were much higher than increases in the cost of living during the decade.

### *Average-salary cities*

Wages and salaries at the Toronto *Star* and the *Globe and Mail* have been close to one another. In general, rates have been slightly higher at the *Star*, the differential being somewhat larger for reporters than for production workers. Pressmen and typographers (more precisely, those doing makeup work in the composing room)

have been paid almost the same rate at the two papers during the whole decade (typographers at the *Globe and Mail* in 1981 made a substantial advance). By contrast with the relationship in many other cities, mailers in Toronto are paid one or two dollars less than typographers and pressmen. Office workers are better paid at the *Globe* than at the *Star*. Wages of pressmen at the non-union *Sun* and at the other two papers are similar; those of reporters and composing room workers show some delay in adjustment. All *Sun* employees take part in a profit-sharing plan. The work week is 35 hours at all three papers. In general, wages paid by the newspapers over the decade have increased more rapidly than average earnings in the Toronto economy as a whole, and much more than the Consumer Price Index for the area.

At first glance, it may seem surprising that Vancouver rates are so close to those in Toronto, with a small differential in favor of Toronto. The surprise comes from the fact that newspaper unions have been militant and powerful in Vancouver, resigned and powerless in Toronto, and average earnings in general are substantially higher in Vancouver than in Toronto. But the newspaper market situation may have acted to counterbalance the effect of these factors: population in Toronto is more than twice that of Vancouver; moreover, the two unionized papers in Toronto look to different categories of subscribers. The *Globe* is more national in its content, the *Star* more local. All wage rates for newspaper employees in Vancouver advanced during the decade at about the same pace as average weekly earnings in the whole industrial composite.

#### *Lower-paying cities*

The wages and salaries for newspaper employees in Winnipeg and Ottawa were similar, give or take a few cents in different years. In Ottawa, the *Citizen* and the *Journal* had a policy of paying the same rate for each category. In Winnipeg, pressmen were paid the same at the *Free Press* and the *Tribune*, their collective agreements having been bargained jointly during the first half of the decade.

In the composing room, there was a slight differential in favor of the *Free Press*, as bargained by the two in-house associations. As for reporters, the Guild never did succeed in signing a collective agreement at the *Free Press*; but in fact, reporters were paid about the same at the two papers. With regard to office employees, the starting rate was higher at the *Tribune* but the top rate was higher at the *Free Press*. During the last two years at the *Tribune*, production employees accepted smaller increases to help the paper build its position in the market.

On the whole, in both cities, wage rates for newspaper employees have followed the changes in average earnings fairly closely, and have remained ahead of increases in the Consumer Price Index. In absolute terms, however, average earnings are substantially higher in Ottawa than in Winnipeg.

#### *The wage structure*

Despite the differences among the various cities, the wage structure — that is, the differential between the various types of newspaper employees — presents a fairly standard pattern.

Generally speaking, office employees (clerks, typists, telephone operators) are paid below the average earnings in the area; the difference is usually in the range of 10 per cent. There are two notable exceptions: in Vancouver, the differential is closer

to 30 per cent; at the two tabloids in Montréal and Québec City, these employees are paid well above the general average.

The starting rate for reporters is, in most cases, close to, if not equal to, the general average earnings in the urban area. There are two major exceptions: In Vancouver, according to the collective agreements, the starting rate is about 15 per cent below the general average; in practice, journalists are often hired directly to higher levels. In Québec City, the starting rate is above the average at *Le Soleil*; at *Le Journal de Québec*, it starts below the average but ends above it.

The typical differential, over the decade, between the starting and top rates for reporters was 60 per cent. There were three exceptions: at the *Winnipeg Tribune*, it was less than 40 per cent; at the *Ottawa Citizen*, it dropped from 60 per cent to 45 per cent; in Québec City, it was close to 70 per cent at *Le Soleil*, and almost 90 per cent at *Le Journal de Québec*.

In most cases, the top rate for reporters is almost equal to the journeymen's rate for the highest-paid production employees, typographers and pressmen. When related to the average earnings in each area, these rates are about 50 per cent higher than the general average. In Toronto, the differential in 1981 was closer to 75 per cent. But the major exceptions were again in the province of Québec: in Montréal, production employees earn more than reporters at the top of the scale; it is the other way around in Québec City.

In general, the same rate applies to typographers, pressmen, and mailers in the different newspapers in Vancouver, Winnipeg, and Ottawa. Apparently, the job performed by mailers requires less skill than that of typographers and pressmen; that was the case, at least, under the old technology. The fact they are being paid the same rates as these journeymen stems from their union affiliation: historically, they have been members, or associates, of ITU locals. In Toronto, the mailers are organized only at the *Star*, where they are members of the pressmen's union. Their wage rate, during the decade, has always been one dollar less than that of the pressmen; the differential is now up to two dollars. In Montréal and Québec City, the situation varies according to union affiliation.

On the whole, from British Columbia to Ontario, the wage structure remained substantially the same, despite the fact that some jobs have changed markedly over the period. Perhaps even more important, from the financial viewpoint, the newspaper wage structure has moved at just about the same pace as average earnings in the rest of the economy. The outstanding exception is Québec: in both Montréal and Québec City, union militancy appears to have obtained much better settlements for union members.

## Technological change

The major problem the newspaper industry and its employees have had to face over the past 15 years or so, technological change, has had a direct impact on labor costs.

The technical revolution in the newspaper industry began in the 1960s. Most major Canadian dailies changed from hot-metal typesetting to cold type in the 1970s, introducing the computer and a progressive use of video display terminals (VDTs) from 1972 onward. Photo-engraving and platemaking processes also changed during the same period.

In Ottawa, at the *Citizen*, it was all done in a single day, when the paper moved from its old building on Sparks Street to its new premises on the Queensway. All the old equipment remained in the old building; the day after the move, November 4, 1973, the paper was published with new machinery (although it took almost a year to get rid of the bugs in the new system). Changes at the *Journal* came later: management was doubtful whether the new techniques were there to stay. The *Journal* finally started to automate just prior to the lockout in 1976.

The situation in the various pressrooms is more complex. The Ottawa *Citizen* has been printed on offset presses since 1973, while many other Canadian dailies are still printed either on traditional letter presses or, as in Vancouver and at Montréal's *La Presse*, on a di-litho press. Major technological changes in the pressroom for most papers are still to come.

But technological changes have transformed newspaper plants across the country. From a workplace where highly-skilled craftsmen, with the necessary melting and lifting equipment, prepared, with great effort, the printing of a newspaper, we now have a situation where a smaller number of people, working with sophisticated equipment, are doing meticulous jobs requiring a lot of attention but little physical effort.

The work may be less strenuous, but the consequences of the introduction of new machinery have been quite stressful. Many crafts have already all but disappeared, such as those of the typographers, proofreaders, photo-engravers, and stereotypers. These former craftsmen are still employed to do the new jobs, but they remain fearful of losing even these jobs to other new machines, or less-skilled employees, because the new machines call for fewer skills. Employment security has thus become a major problem. This and other problems have found their way into new provisions in most, if not all, of the collective agreements now in force.

#### *Collective agreement provisions*

It was not easy to move to present-day collective agreements from those which were common 15 years ago. The old agreements reflected the old printing technology, and embodied the protection the craft unions had been able to obtain for their members: for example, the closed shop, jurisdictional rights of the respective trades, and the work rules applying to the various machines then in operation. When the new technological devices were introduced, the first reaction of the printing trade unions was to resist the change: the typographers' strike in Toronto from 1964 to 1971 is a major example.

Most collective agreements now include a provision granting management the right to introduce new equipment. But with few exceptions, they include protective steps to be taken before this new equipment can be put in place and used. These protective measures include three to six months' advance notice, consultation with the union on the consequences of the change, and implementation of different provisions to minimize the negative effects of change. These provisions may range from transfers to extensive retraining programs. They often include various ways — attrition, early retirement, or severance pay — of making job reduction less harmful. These provisions on technological change in collective agreements are usually elaborate, except at the Winnipeg *Free Press* and the *Tribune*, where the parties relied more directly on the provisions of the Manitoba Labor Relations Act on technological change.<sup>5</sup>

Another consequence of the introduction of new equipment, jurisdictional conflict between unions, has received unequal attention in the various newspaper collective agreements, although the problem itself shows up everywhere. The clearest example is the introduction of VDTs. The person likely to operate a VDT keyboard is either a journalist or an office employee; but the job which is being taken away is that of a typographer. Hence, the Newspaper Guild and the ITU are each likely to contend that the work to be done on VDTs is in their jurisdiction.

One solution to the conflict is inscribed in collective agreements at Pacific Press in Vancouver. There the parties have agreed to submit such disputes to binding arbitration if negotiation and mediation fail.<sup>6</sup> In most other places, no solution to this recurring problem has been agreed upon. Each case is fought and bargained for as it arises, and is likely to be settled to the advantage of the more powerful party. In cities such as Toronto and Winnipeg, where the unions have less clout, the decision is likely to be left to management, although the unions retain their right to bring a case before the labor board.

Besides these aspects, which are more related to questions of procedure as to how a dispute will be resolved, the two major issues stemming from technological change are the questions of employment guarantees and manning.

### *Employment security*

Employment security has been a matter of top priority with newspaper employees and unions since the introduction of the first technological changes in the 1960s. Since the early 1970s, unions have tried to obtain employment guarantees in collective agreements.

One particular type of employment guarantee was the so-called "five-per-cent formula", granted by Pacific Press in 1972. The employer guaranteed that reduction would not go beyond five per cent of the current work force in each bargaining unit. In the event that he laid off more than that number for reasons of technological change, he would pay the union an amount equivalent to the wages of all laid-off employees above the agreed maximum of five per cent. This provision is still in the agreements, although it has never yet had to be put into effect.<sup>7</sup>

The major breakthrough in employment security came with the 11-year agreement between New York City papers and the ITU in 1973.<sup>8</sup> In subsequent years, most major Canadian dailies have included similar provisions in their agreements, usually in exchange for greater freedom to introduce new automated equipment. To use Vancouver as an example again, the ITU, in 1977, gave up its right to reset material received by the employer ready for automatic photo-composition in exchange for a lifetime guarantee of employment for its existing members:

The Employer guarantees to the Vancouver Typographical Union, No. 226, that no present regular full-time or regular part-time employees will lose employment by the introduction of technological change.<sup>9</sup>

More often, the provisions on technological change stipulate either a definite length of service (such as five years), or a specific date in service, as a condition of employment guarantee; other employees are likely to get severance pay, if they are terminated. This is the case, for example, in Winnipeg and in most Montréal collective agreements.<sup>10</sup>

In Toronto, the unions lost ground and rights during the 1970s. In 1970, all Guild contracts and the photo-engravers' agreement at the *Star* guaranteed there would be no layoff because of technological change, and that any reduction in the work force would be by attrition only. The pressmen had the power to veto such layoffs prior to an arbitration decision. By 1980, the wording had been watered down to allow work-force reduction through a number of ways, such as voluntary transfers, early retirements, voluntary dismissal, and even dismissal by seniority (although after a two-year notification period). In practice, there were no such layoffs, but management had established its rights in the collective agreements. Where layoffs are accepted, severance pay is usually provided and the amount of such pay is generally in the range of two weeks per year of service, up to a maximum of 52 weeks.<sup>11</sup>

The major conflict involving employment guarantees in Canada during the 1970s was waged in Ottawa. When it returned to the *Citizen*, in 1969, the ITU tried unsuccessfully to get the job guarantees and protection it already had at the *Journal*. Because of its long presence at the *Journal*, the ITU had obtained for its members there not only employment guarantees, but guaranteed work within their own craft jurisdiction. Other provisions of the agreement at the *Journal* also imposed severe limits on the repeated use of advertising plates, and ensured exclusive ITU jurisdiction over all VDT and on-line computer work.

The major dispute in Ottawa in 1976-77 revolved around the *Journal's* desire to obtain for itself more freedom of action; it was fighting for the "*Citizen* contract". In 1971, employees at the *Citizen* had obtained an employment guarantee in a personal letter from R.W. Southam, then publisher of the *Citizen*; the guarantee was subsequently included in the collective agreement. The *Journal* was willing to include a similar guarantee in its own collective agreement, but only for the duration of the contract. In that dispute with the *Journal*, the ITU lost everything, while the other unions generally retained the technological change rules and guarantees they had before.

Lifetime-guaranteed employment now exists in most collective agreements, but management, in some places, tends to view such a guarantee as limited to the duration of the agreement itself. In both Toronto and Ottawa, some rights and advantages for the employees were lost during the decade.

### *Manning and work rules*

A related issue is that of manning requirements, and work rules of all types, which the printing trade unions had developed and enshrined in their collective agreements during the first half of the 20th century. The absence of technological change during that period favored the printing trades and the entrenchment of their rights and privileges. When new equipment was brought in and new techniques were developed, their operating conditions clashed with these traditional work rules.

The problem is most acute for pressmen and mailers. In a sense, the case of the typographers, photo-engravers, and stereotypers is already settled: these trades have all but disappeared. On the other hand, changes in the pressroom and in the mailing room have not been as extensive. Unlike the typographers, whose jobs went away with the hot-metal process, the pressmen's jobs are still there. The argument is over how many men it takes to run the presses.



The major dispute in Vancouver in 1978-79 bore directly on the manning issue for pressmen. Despite an eight-month work stoppage, the problem remains unresolved. Judge McTaggart's recommendations, after his mediation efforts, confirmed the pressmen's position and gave the employer some relief only with regard to overtime provisions. The McTaggart recommendations will not prevent management from trying again to get manning requirements in the collective agreement reduced.

In some cities, a kind of compromise is emerging. Most collective agreements set the rules in terms of unit-manning requirements: so many men are needed to operate one, or two, or more units. Some agreements have started to recognize the shop or room-manning principle. For example, the pressmen at the *Tribune* accepted, in 1978, shop-manning provisions in exchange for job security; it is said to have eliminated three jobs in the pressroom during the two years in which the *Tribune* continued to publish after the change. In Toronto, management feels it is one step closer to room-manning since, in 1980, the pressmen's union agreed to a reduction of three men (from 14 to 11) in its nine-unit operation.<sup>12</sup>

Montréal and Québec City newspapers have quite stringent manning rules, probably because printing trade unions have been established in those cities for a long time, and have retained many of their former advantages. The recently-established dailies are in a somewhat better position (from management's point of view) — especially *Le Journal de Québec*, whose craft employees are represented by a non-printing-trade union, which seems to be less militant.

There remains the basic question of whether pressrooms, in general, are overmanned. The question has a major impact on labor costs. Although pressmen's local unions have been able to make strong arguments that their workloads remain heavy, it is hard not to suspect some overstaffing and overmanning. It is commonly said that such was the case at the Montreal *Star*, and that it substantially affected the paper's financial position. It is mentioned in the collective agreement itself that presses will operate if someone is absent, provided that a substitute has been designated and is on his way to the newspaper.<sup>13</sup> At the Winnipeg *Tribune*, the reduction from 15 to 12 pressmen in 1978 did not prevent the paper from appearing as usual, and in even greater numbers.

Although the manning issue is centred on the pressmen, it is still relevant in other departments. At the Ottawa *Journal*, the composing room operations were done during the 1976-77 lockout by management and new personnel roughly equivalent to 25 per cent of the former staff; when regular operations resumed after the lockout, without the ITU, the work force in the composing room was reduced from 85 to 20.

Another aspect of the work rules has to do with the resetting imposed for certain types of preset newspaper content, such as television listings. With the old technology, some of this material had to be reset anyway; now it is "camera-ready" and can be pasted up without being set in type by the newspaper. Such rules also covered the resetting of advertising plates, and later, advertisements provided camera-ready by the client. This type of problem was in the forefront of the 1977 negotiations in Vancouver; management, through binding arbitration,<sup>14</sup> got the right to use such material but granted, in exchange, lifetime employment guarantees to almost 300 ITU members. Other than in the Vancouver situation, the problem does

not seem to have precipitated any crises. The issue is nonetheless present everywhere, and most collective agreements in Canadian newspapers have some provisions on the matter.

Although it is not possible to put a dollar value on the manning provisions in collective agreements, they represent an important part of labor costs in all Canadian newspapers. That observation does not imply a value judgment on the provisions themselves or the motives of those who negotiated them. Their purpose is to protect the newspaper employees. That is an important purpose; but some of these provisions may well have outlasted their original purpose.

## **Professional issues and management rights**

A second major bargaining issue during the 1970s was the right of journalists to have a say in the operation of a newspaper. The problem is less directly related to labor costs, but does have a direct bearing on freedom of information and the public's "right to know".

So-called "professional" clauses bear various names in collective agreements. But the difference is not merely a matter of words, and there are reasons. Generally speaking, the Guild units have wider employee coverage than the CNTU-affiliated journalists' unions; the Guild units tend to include other newspaper employees, while the CNTU locals are usually limited to newsroom employees. For instance, Guild members in Vancouver include, besides the editorial department, employees from circulation, advertising, the business office and accounting, building operation and maintenance, and employees of a few smaller departments. It is not easy to foster interest in professional problems among such a diverse group of union members. With that in mind, it is easier to understand the difference.

### *General employment issues*

Even if the journalists are not affected by technological change in the same way as are production workers, they are generally protected by clauses similar to those granting employment security to craftsmen. This similarity may be the product of joint council bargaining, as in the case of Vancouver, or may occur simply because different units in the same plant try to obtain similar guarantees. Management often deems it wise to grant similar working conditions, if possible, to all employees working together.

Guild members (like members of other unions) may have jurisdictional problems, especially with the ITU. Two cases, one in Québec City and the other in Vancouver, serve as examples. In both cases, the ITU claimed jurisdiction over the work involved. In 1972, optical character readers (OCRs) were introduced at *Le Soleil*. They were used to prepare journalists' copy for photo-typesetting (a process used before the introduction of VDTs and then in conjunction with VDTs in some newspapers). The journalists contended that this operation was so closely related to their own work that the new service should be within the jurisdiction of the journalists' union. *Le Soleil's* management was inclined to favor the ITU on the question, but accepted the journalists' position after a four-day work stoppage. Ultimately, a labor tribunal decided in favor of the ITU, because the work involved was considered an extension of the typographers' work.<sup>15</sup>



In both Vancouver and Victoria, Professor Paul Weiler, then chairman of the B.C. Labor Board, was invited to decide which union — the Guild or the ITU — should have jurisdiction over VDT work. He based his award on the following principle: when the work involved was creative, requiring a knowledge of the subject concerned, the work would go to the newsroom staff, under the jurisdiction of the Guild; when the operation was predominantly one of accurate transcription, the work would be assigned to the composing room staff and the ITU. The principle was used to decide whether such operations as corrections to television schedules, and copy-taking for classified and other advertising belonged to the Guild or the ITU.<sup>16</sup>

### *Professional clauses*

Some problems are peculiar to journalists and are dealt with in collective agreement provisions that do not exist in the contracts of other unions. Such provisions are often referred to as “professional clauses”. They may be expressed in very short sections and concise language (as in the case of the *Winnipeg Tribune*), or receive elaborate treatment (as in the *Montréal Gazette* agreement). They pertain to the day-to-day problems that arise in the life of a reporter, an editorial writer, or any other journalist.

Thus, all Guild agreements affirm the right of any journalist to refuse the use of his or her name as the author of an article if the text has been altered and the journalist does not agree with the change. Another provision to be found in all Guild agreements involves the commitment of the employer to provide some assistance when a journalist is in legal difficulty, or under pressure to disclose his sources, in relation to a story published in the paper.

The Guild contracts in Vancouver and in Montréal (at the *Gazette* and formerly at the *Star*) contained a few additional protections, such as compensation if a journalist’s material is sold to another publication, and some protection with regard to competitive sources of information and stories, such as wire services, freelancers, or syndicated columnists. In some contracts, outside activities of journalists are regulated, for example to ensure avoidance of conflict of interest.

CNTU agreements in Montréal and Québec City contain similar provisions, but they are much more elaborate. For instance, in the agreement at *La Presse*, one subsection defines the right of the public to information, and the freedom of the press. Such principles are not subject to the grievance procedure; but all other provisions are. Questions such as conflict of interest, ideology, and ownership of submitted copy are considered in detail. The collective agreement at *Le Soleil* even allows for so-called information grievances, whereby a journalist can allege that the public has been deprived of important information. There have been four arbitration cases on such grievances during the decade. In two of them, the arbitrator ruled that the employer had failed in his obligation to provide the most complete information to the public. In one case, the arbitrator ordered that part of his award be printed in the newspaper.<sup>17</sup>

### *Participation in management rights*

Journalists also have an interest in taking part in management decisions. This is usually done through labor-management committees. The Guild has two such committees, one at the *Montréal Gazette*, the other with Pacific Press in Vancouver.

The *Gazette's* committee is supposed to meet every week, to discuss any question pertaining to the content of the paper, material already published or to be published, suggested articles, or special projects.<sup>18</sup> The committee meets on company time but, although it has been established for four years, it has not been active. In Vancouver, joint staff-management meetings must be held at least every six months, at the department level. These meetings are intended to provide a forum for the exchange of ideas and suggestions on the operation of the department.<sup>19</sup> These also are not considered influential.

CNTU locals are generally more intent on having their say in management decisions. Genuinely influential labor-management committees exist at *Le Soleil* and *Le Devoir*. At *Le Soleil*, the 1971 agreement instituted an editorial committee ("conseil de rédaction") which had no power of decision. The 1973 agreement set up a revision committee, which could decide on corrections to be made by journalists in their stories. In the next agreement, these two were combined, and the new joint committee was granted some decision-making power. The information committee which existed before 1981 at *Le Devoir* had substantial powers on matters such as the hiring of journalists and the planning and evaluation of news coverage. The current agreement has set up two committees on news, one on general policies concerning information, another on individual problems; even if their conclusions are not binding, the way they operate makes it difficult for any publisher to bypass their decisions.<sup>20</sup>

On the principle of co-management — especially with regard to the appointment of management personnel — three strikes were fought in Montréal and Québec City during the decade. The overlapping work stoppages at *Le Soleil* and *La Presse*, in 1977-78, were openly presented by both labor and management as a fight for control of the newspaper. At *Le Soleil*, the journalists' demands were considered by reporters and editorial writers from other newspapers as a test case.<sup>21</sup> At *La Presse*, the walkout was triggered by the appointment of a sports editor without previous consultation with the union. The 1981 strike at *Le Devoir* was an effort by the journalists to regain some of the influence they considered they had lost during the years when there was no publisher at the paper.

Despite these confrontations, there are still, in Québec journalists' collective agreements, no real co-management provisions. There is, however, substantial input into many management decisions, including the appointment of people to positions of authority. At *La Presse*, before appointing department heads included in the bargaining unit, the employer must consult, in writing, all employees, and he must "take into consideration" the advice given.<sup>22</sup> In a "letter of understanding", the employer has even undertaken to consult the union before appointing the associate publisher and editor.

It could be said that the CNTU locals in Québec newspapers, through the various joint committees and their stringent rules, as well as through the many consultative exercises that must take place, have more influence on the newspapers and their content than the owners themselves, or perhaps even the publisher. This is hard to confirm or contradict. But it does illustrate how much influence the journalists' unions have gained (or are considered to have gained) over news dissemination in Québec. The Newspaper Guild, perhaps because of its heterogeneous units, has hardly started to move in that direction.

## Labor-management relations

Up to this point, we have reviewed the content of collective agreements and their possible effect on newspaper concentration. We now turn to the process of labor-management relations itself, including the process of collective bargaining. The two main components of the relationship are, of course, the parties themselves: management and labor, acting through its unions.

### *Newspaper ownership and management style*

Chain ownership is bound to have an effect on labor relations, as on any other aspect of business management. But that effect is not predetermined; management style, both at the chain and local level, is critical.

Chain ownership is often feared because of its possible bearing on the freedom of operation of journalists and, consequently, on editorial freedom. Family or private owners are thought to be more likely to look into the ideological and political orientation of their newspaper than are the shareholders of an impersonal chain.

Labor relations depend primarily on the type of management style followed by key persons in the organization. When *Le Soleil* was sold by the Gilbert family to the UniMédia chain, labor relations became bitter; this was attributed by some to the new ownership, by others to the newly-appointed editor-in-chief. After the strike, the editor-in-chief was changed, and the atmosphere improved. The style and personality of the individual, in that case as in many others, appeared more important than the type of ownership.

What is underlined by most of the case studies in this volume is the different approach to labor relations of the two major chains of English-language papers in Canada in the 1970s. Southam has been described as having long-term views and leaving as much responsibility and autonomy as possible to the local publisher. In contrast, FP Publications' management was often described as authoritarian. The first approach is likely to have better results in terms of labor relations, although other factors may modify the effects.

Leaving aside the special cases of the *Globe and Mail* and the Vancouver papers, two of the major FP newspapers, the *Montréal Star* and the *Ottawa Journal* (acquired by Thomson in 1980), were shut down, while the *Winnipeg Free Press* continues successfully. Southam's *Winnipeg Tribune* was closed, while the *Ottawa Citizen* and the *Montréal Gazette* continue to strengthen their positions. Until 1980, the two chains were co-owners of Pacific Press Limited, which published Southam's *Province* and FP's *Sun*; the purchase from Thomson later in 1980 left Southam as the sole owner of both the *Province* and the *Sun*.

It has been said that labor relations might have played an important role in the overall dealings of 1980. Such an hypothesis can neither be proved nor disproved. It is nonetheless interesting to note that the *Ottawa Journal* and the *Winnipeg Tribune* were certainly the two papers, in their respective cities, at which labor relations could be considered as being more difficult than at their local competitor. In Ottawa, collective agreement provisions were so much easier for management at the *Citizen* that the "*Citizen contract*" became the goal of the *Journal* during the 1970s. In Winnipeg, although unions were rather weak at both papers, they were somewhat stronger at the *Tribune* than at the *Free Press*. The fact that the Guild, despite its certified status, was unable to sign a contract at the *Free Press* may give some

indication of the overall position of the unions. The decision of the unions at the *Tribune* in June, 1980, to bargain with their employer as a joint council might also have influenced the closing of the paper in August, 1980. Despite its milder approach to labor relations, Southam's management may have been somewhat apprehensive of what to expect at the *Tribune* in the next and future rounds of bargaining. However, what has happened in Winnipeg newspaper unions since the *Trib* closed may lend credibility to that hypothesis.

Thomson management, which, like FP, has an anti-union reputation, was probably more interested in keeping the *Free Press* in Winnipeg, and leaving the Vancouver *Sun* to its rival chain; Vancouver has a well-established reputation of union militancy. On the other hand, the new situation in Vancouver may bring about better labor relations. The single ownership is likely to render decision-making easier and, perhaps, dispel some of the mistrust that Vancouver newspaper unions have had toward Pacific Press.

All that is speculation, of course. The purpose here is to underline how important labor relations can be. Since they are more and more perceived by management as a major factor, logic suggests that they are taken into account, one way or another, in any business decision of significance.

Management's position now seems much clearer than it was in the 1970s. This does not mean that there will be no more confrontations. In Vancouver, the manning issue with the pressmen is not resolved. Unions in Winnipeg have reorganized in a significant manner. So have those in Ottawa. Although efforts are being made to form a joint council in Toronto, there are no indications at present of pending strife. In Montréal, the *Gazette* had always left the big fights to its competitor, the *Star*, but an important confrontation may now be shaping up. Finally, it may be questioned whether the honeymoon at *Le Journal de Montréal* and *Le Journal de Québec* will continue.

A new situation is likely to develop for the management of traditional general-interest newspapers as a result of competition from the tabloids. With the *Globe and Mail* in a special category, the competition in Toronto is between the traditional *Star* and the tabloid *Sun*. The *Sun* has set up a chain to compete with the Southam papers in Alberta. In Montréal and Québec City, *La Presse* and *Le Soleil* have as competitors *Le Journal de Montréal* and *Le Journal de Québec*, both tabloids which had invaded their markets in the same way as the Toronto *Sun* was to do later. As far as labor relations are concerned, these competitors are in a different and peculiar situation. *Le Journal de Montréal* and *Le Journal de Québec* have enjoyed peaceful labor relations since their beginnings: their owner has practised a "buy-peace" policy, which has proved highly successful. They pay their employees higher wages than either *La Presse* or *Le Soleil*, where unions are strong. But what is in store for them is anybody's guess.

At the industry level for the whole of Canada, there is no management structure of any strength to co-ordinate labor relations. Were such a structure to be created, it might prove useful in future labor relations problems.

### *Unions and bargaining structures*

Power is the name of the game in labor-management relations, especially in collective bargaining. The struggle for power on the union side is waged on two

different fronts, against management and among themselves. The unions' power in their battles with management depends on the solidarity each group can muster. Even if co-operation among the various unions can be achieved, it cannot be taken for granted; solidarity can break down, and often does.

Status and power vary from one union to another. The Guild is an industrial-type union and, as such, has a larger base; but it is subject to more internal divisions. The ITU has suffered the most severe blow from technological change but, in some places, has recovered and is becoming an industrial-type union. Pressmen still believe they have a lot of power because (in their view) the paper cannot be printed if they walk off the job. There is a growing view, however, that this is no longer the case, that the real power is now in the hands of the distribution staff, whether directly employed or under contract. Where union solidarity exists, it usually takes the form of a joint council, through which bargaining is done simultaneously, and at the same table for all common issues.

In Vancouver, the six union locals acted through a joint council during the entire decade of the 1970s. The council is a somewhat loose organization, but the member unions have managed to keep it together. It has achieved fair success, considering that it faced the same employer for both papers. The last round of bargaining, and the long strike in 1978-79, were a straining experience for the council. The pressmen staged a real test on the manning issue, left the council, and subsequently came under pressure from the other unions to compromise. The council has survived, but the problem of lack of cohesiveness and lack of solidarity remains.

In Ottawa, the five union locals acted under the umbrella of the Ottawa Council of Newspaper Unions (OCNU) during the first half of the decade. The OCNU was successful enough at the start to force the *Journal* and the *Citizen* to bargain together. Before the return of the ITU at the *Citizen*, a mini-council consisting of the pressmen, the mailers, and the stereotypers had existed. The difficulty for the OCNU was the different situations in which the ITU found itself at the two papers: it had a long line of previous agreements and traditional craft guarantees at the *Journal*, but a much softer agreement at the *Citizen*. When the *Journal* hardened its position in October, 1976, and the *Citizen* backed down from its co-operative agreement with the *Journal*, the unions were unable to carry the fight against both papers at the same time. Ultimately, the council disbanded and only the mini-council of the three small units remained. In 1981, there was still sufficient mistrust among the unions to make co-ordinated bargaining impossible.

Almost at the other end of the scale are the unions in Toronto and Winnipeg. In Toronto, bargaining is done separately between each of the three unions and the two papers involved. The mistrust engendered by the ITU strike of 1964 to 1971 lingers. There is little talk about a council of unions.

In Winnipeg, the situation changed in 1981. Before the closing of the *Tribune*, the unions were weak. Pressmen, mailers, and stereotypers had bargained separately by trade, but jointly with the two papers, until 1974 and 1975. (In 1974, the stereotypers had been wiped out by technological innovation.) All the other groups, including the staff associations, bargained separately. The Guild had not been able, despite its certification, to reach an agreement at the *Free Press*. Since the closing of the *Tribune*, the situation has changed radically. By the end of October, 1981, the majority of *Free Press* employees had been recertified in three locals of two

international unions, the pressmen and the ITU; the editorial and advertising staff joined the Mailers' Union (ITU). They now bargain in a co-ordinated way.

In Montréal and Québec City, union solidarity has been strong, although not always embedded in formal council structures. At the *Star* and the *Gazette*, bargaining has always been done in a more or less co-ordinated way. That has been the case in all the French-language papers, involving, at least on one occasion, 19 union locals from both the international unions and the CNTU. Despite this diversity, co-ordination has been relatively strong, with CNTU locals, especially those of the journalists, acting as leaders.

It would be leaping beyond the evidence to conclude that joint bargaining and union solidarity are a cause of newspaper concentration. There is a definite relationship between union power and better working conditions. But this is the result of both union activity and management reaction. If the *Ottawa Journal* was sliding when the big dispute happened, this was as much related to the wrong management decisions taken in 1969 as to the union solidarity and militancy that was being displayed at the time of the confrontation. If the Montréal *Star* had to close following its long and costly strike, it might as well have been the result of the tacit agreement by which it was always the leader in each bargaining round and, as well, of a misreading of the situation.

Much depends on management decisions. Tough bargaining on strong demands from unions may be beneficial to a newspaper, if management responds with the right decisions about whether to resist these demands or to bring in new techniques to ensure both good working conditions and the viability of the company.

## **Union impact**

Have trade unions and collective bargaining forced closings and concentration of ownership in the newspaper industry? What has been the impact of high labor costs, limitations on management prerogatives, and strikes?

Unions have raised wages and labor costs in the newspaper industry, but no more, or not substantially more, than in any other industry. In general, bargaining settlements in the newspapers have followed the general trend during the 1970s. Wages and salaries of newspaper employees grew somewhat more rapidly than inflation and the general productivity increases in Canada during the decade, but remained roughly in line with the unionized sector in general.

Another aspect of labor costs may have been more important: manning requirements, work rules, and other restrictive practices. Although the problem should not be overstated, apparently there are still cases of overstaffing, mainly in the pressrooms and mailrooms. Most crafts in the industry have been able to obtain lifetime job guarantees, and this may eventually prove to be relatively expensive. Management counts on attrition, especially through early retirement: the craft employees are generally older than the journalists.

Most collective agreements now grant management the right to introduce technological innovation with no other restriction than the opportunity to bargain for reasonable protection for the employees concerned. In fact, the battle for technological change is almost over; the only disputes remaining are in the pressroom and, to a lesser extent, in the mailroom.



There is also the issue of management prerogatives and the rights of journalists. Professional clauses in contracts are usually limited to such basic questions as the use or withholding of bylines, revision of reporters' copy, and protection against competing sources. The CNTU locals in French-language dailies have, however, gone much further, attempting to gain a say in managerial decisions such as the appointment of supervisors and management personnel, final decision on copy to be published, and general policies of the newspaper. All these areas in which labor relations have an impact are important, but that does not make them critical to the survival or death of newspapers. The fact remains that four major Canadian dailies closed during the 1970s after major strikes. In no case was the strike the only factor involved, but it certainly had an impact. Perhaps it was, initially, more a symptom than an originating cause. But it certainly had an impact.

## **Labor relations and decision-making**

This chapter has emphasized that labor relations in the newspaper industry are a pervasive problem which must be considered in major decisions taken by management.

There are many factors other than labor relations in the concentration of ownership in the industry. However, in decisions, say, to invest in one way or another, management is likely to consider its possible future labor costs, expected levels of productivity, even the frequency and rate of future labor conflicts, as well as other factors affecting its likely competitive position in the market. All these forecasts involve labor relations to some extent. The value and appeal of the newspaper produced, the efficiency of its distribution, the goodwill among its readers and advertisers, all depend on the quality of the work and performance of its employees. Equally, management style, with regard to labor relations, is important. Despite the many limitations and constraints imposed by collective agreements and regulations, management still enjoys a wide range of prerogatives and considerable freedom of action.

Because of the changes in the industry, and the evolution of the major printing trade unions into an industrial type of unionism, labor relations have moved, and will continue to move, away from a craft and work-rule context to a manufacturing type of situation. The "paternalistic" approach of the family-owned newspaper will continue to give way to a more remote and neutral way of doing things. However, the personal factor will always remain paramount: labor-management relations are primarily human relations.

### *Policy questions*

The experience of the last decade raises policy questions about bargaining structures, jurisdictional conflicts, and the resolution of disputes.

The problem of the bargaining unit and the bargaining structure — whether bargaining should be done in small units or jointly in council groupings — is not peculiar to the newspaper industry; it is an issue for all industries where craft unions exist. In a sense, the policy-maker is in a dilemma, considering that joint bargaining is usually more beneficial but cannot be imposed on unwilling parties. The Labor Code of British Columbia has a special provision which empowers the B.C. labor board, under certain circumstances,<sup>23</sup> to impose a council of trade unions. This

power has not been used; but the threat, or the possibility, of its use has convinced the building trade unions, for example, to form a council voluntarily.<sup>24</sup>

Structures imposed by law rarely succeed in bringing about better labor relations. Parties in conflict can only be urged to consider the advantages of solidarity for both unions and management. Both seem to find such solidarity difficult to achieve.

Jurisdictional problems seem to lend themselves somewhat more easily to legal solutions. Reference to an outside arbitrator seems to have been reasonably well accepted. The authority of the labor boards has been recognized for many years on questions regarding the scope of the certified bargaining unit. Frequently one party will prefer to bargain about who will have jurisdiction on the operation of new equipment. The conflict is usually between two unions contending that the work belongs to their traditional jurisdiction; management may favor one group or another, for either administrative or financial reasons. The best solution would seem to be through voluntary recourse of the parties to a labor board or to some kind of special arbitration.

Finally, there is the question of regulating work stoppages. In all cities where there have been major stoppages, there has been recourse to labor boards or to the courts. This problem is not peculiar to the newspaper industry.

British Columbia and Québec have legal provisions regarding strikebreaking. It is certainly not by chance that the only recent cases where a newspaper has suspended publication during a strike or a lockout occurred in these provinces, although the provisions in the two labor codes are quite different. B.C. forbids only the hiring of professional strikebreakers,<sup>25</sup> while Québec forbids the use of any personnel hired during or immediately before the work stoppage, as well as the use of any unionized employees of the employer from his other plants; if management wants to pursue production, it can do so only with its own personnel.<sup>26</sup>

A basic question of principle is involved here. Continuing production by whatever means is considered by many as an essential part of the competitive game; others contend that an anti-strikebreaking provision is necessary to give effective power to a union in a strike situation. The experience of bitter strikes, lasting for years, in Toronto and Ottawa, as well as in Winnipeg beginning in 1945, would seem to support the second viewpoint. The policy question then is whether society wants to give such power to labor unions.

That question itself emphasizes two fundamental observations of this study. Labor relations are a matter of power. They have an important impact, even if indirectly, on the entire newspaper industry.



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