

## Workplace Change and Continuous Bargaining: Saskatoon Chemicals Then and Now

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### Résumé de l'article

Même si l'on prêche souvent en faveur de différentes formes de partenariat patronal-syndical, elles réussissent rarement et sont l'objet d'examen minutieux lorsque c'est le cas. Ses partisans les considèrent alors, comme c'est le cas de Shell à Sarnia, comme des exemples d'espoir (Rankin 1990) alors que ses critiques les fustigent (Wells 1993). Cet examen minutieux est suscité par une combinaison potentielle d'organisation du travail à haut rendement et des changements dans les relations de négociation délaissant l'approche traditionnelle pour favoriser une négociation continue centrée sur les intérêts. Même si nous prenons ici l'expérience de Shell à Sarnia comme point de départ, nous nous concentrons sur l'expérience tout au moins aussi intéressante et controversée de partenariat dans l'industrie chimique : celle impliquant l'industrie chimique de Saskatoon et une autre section locale du Syndicat des communications, de l'énergie et du papier (SCEP). Nous analysons le développement et l'impact de ce partenariat et plus particulièrement leur expérience de négociation continue. Nous posons les questions suivantes : Ce partenariat a-t-il été bénéfique aux deux parties ?

A-t-il affaibli le syndicat ou représente-t-il une voie médiane entre l'approche traditionnelle de négociation et la collaboration comme Wells le prétend en ce qui a trait à l'expérience de Shell à Sarnia ? Quels facteurs contribuent à l'émergence et à la viabilité de l'approche choisie par les deux parties dans cette expérience à Saskatoon ?

Poser ces questions, c'est situer le présent cas dans le débat sur le futur du fordisme et, de façon plus spécifique, sur le rôle des syndicats et des moyens qui favorisent l'atteinte de leurs objectifs. Quelques sections locales syndicales choisissent un rôle relativement proactif — en contraste avec le rôle réactif traditionnel — mais leur implication est fort discrète (i.e., des comités à buts spécifiques), comparée au « partenariat stratégique » vécu par les parties à Sarnia et à Saskatoon (Kumar 1995). En ce qui a trait aux procédures, le modèle nord-américain de relations industrielles ne fournit aucun moyen au syndicat de forcer l'employeur à négocier pendant le cours d'une convention collective. Ainsi, ces syndicats doivent recourir seulement à des ententes informelles très vulnérables à l'action unilatérale de l'employeur.

En théorie, la négociation continue d'ententes en vigueur élargit le champ des sujets sur lesquels l'employeur acceptera de négocier afin d'obtenir la collaboration des syndicats. Il y a aussi des dangers pour le syndicat. Le statut juridique des ententes en vigueur, même si on y réfère dans la convention collective, n'a pas été vérifié. L'employeur peut encore agir unilatéralement sur ces sujets débordant la convention collective. De plus, une collaboration étroite entre les parties peut faire en sorte que le syndicat perd de vue les intérêts et les droits de ses membres (évidemment, cela peut aussi se produire avec des ententes informelles).

Vu nos objectifs, il est essentiel d'étudier les nuances et les significations de cette relation. À cet effet, nous avons choisi une approche ethnographique à long terme et un rôle d'observateur neutre, non participant. Depuis 1992, l'un ou l'autre des auteurs a mené des entrevues en profondeur avec des participants clés, a assisté à la plupart des assemblées mensuelles du comité patronal-syndical et du syndicat local, surtout lorsque des votes importants y étaient pris.

Soulignons quatre faits notoires de l'évolution du partenariat à Saskatoon. D'abord, il est survenu après plusieurs années de conflits amers résultant en une grève. Ensuite, les parties ont pris au moins deux ans pour bâtir leurs relations. C'est alors qu'elles se sont entendues sur un processus de négociation continue, basé sur les intérêts. Les deux parties en ont retiré des bénéfices significatifs et créditent ce succès à un très fort leadership syndical qui a défini son propre plan stratégique, à un responsable des ressources humaines aux idées innovatrices et, enfin, à un médiateur neutre embauché par l'employeur à la recommandation du syndicat. Ce n'est qu'après que cette relation se soit avérée utile aux deux parties qu'elles ont conçu conjointement un système de travail à haut rendement. Finalement, ce sont des divergences intra-syndicales pendant l'étude du système, et non l'action unilatérale de l'employeur, qui ont précipité des changements de leadership syndical et un retour à une approche plus traditionnelle de relations du travail.

Notre évaluation, basée sur plusieurs tests de l'indépendance et de la vigueur syndicale, est que le syndicat a joué un rôle que l'on peut qualifier de succès monstre. Ses réalisations, tant en termes de prise conjointe de décisions que d'améliorations concrètes du bien-être de ses membres, sont réellement remarquables. De plus, le partenariat n'a pas affaibli le syndicat local. Malgré des divisions et de longs débats, les enquêtes auprès des membres et les votes sur les sujets clés indiquent beaucoup de vitalité et l'absence de cooptation. En outre, cette expérience démontre que la négociation continue est une option viable pour traiter des intérêts des travailleurs dans un contexte d'améliorations constantes au travail. Un facteur clé ici était que l'entente était un complément à une convention collective relativement standard et non un substitut. Ces succès appellent une sérieuse réflexion, même chez les plus sceptiques envers le partenariat. Mais représentent-ils une troisième voie tel que le prétend Wells ? Pas tout à fait et pas encore. Il faut plus de discussions et d'échanges entre les syndicats sur les expériences pour créer des mécanismes internes appropriés qui permettent un équilibre entre les besoins d'imputabilité et de leadership proactif. Si de tels débats se concentrent sur la contestation du pouvoir patronal, ils stimuleront les membres comme cela fut le cas lors de ces batailles pour créer les premières formes contractuelles de démocratie industrielle (Lichtenstein 1993).

# *Workplace Change and Continuous Bargaining*

## *Saskatoon Chemicals Then and Now*

LOUISE CLARKE

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*This paper reports on a remarkable partnership between Saskatoon Chemicals and a local of the Communications, Energy and Paperworkers Union. The partnership emerged after years of bitter relations and, on the basis of great union strength, progressed to involve continuous, interest-based bargaining and an extensive, jointly determined work redesign process. Both parties achieved significant benefits from the high performance partnership before the high performance work system was developed. Evidence also shows that continuous bargaining can work. Divisions within the union over its appropriate role and accountability helped to prevent co-optation, and ultimately led to a return to a more traditional labour-management relationship. The case raises important questions for unions regarding industrial democracy in a rapidly changing work context.*

Labour-management partnerships are often advocated, rarely achieved, and subject to intense scrutiny when they are implemented. They are viewed as beacons of hope for some, and as lightning rods for the fears of others. Such partnerships usually involve a potent combination of changes in work organization and in the bargaining relationship between management and the union representing the employees. Changes in work organization involve implementation of high performance work systems, including some sharing

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of power and responsibility between union and management in the workplace (Appelbaum and Batt 1994). Changes in bargaining relationships involve a focus on shared goals and problem solving in formal and informal bargaining (or interest-based bargaining), although these may coexist with independent labour and management agendas and adversarial negotiations (Walton, Cutcher-Gershenfeld and McKersie 1994).

A pre-eminent case of such a partnership in Canada is the relationship between Shell Canada and the Communications, Energy and Paperworkers Union<sup>1</sup> who, in the late 1970s, jointly developed a work system based on semi-autonomous teams for a new polypropylene plant in Sarnia, Ontario. To facilitate on-going innovation in the new plant, the parties also pioneered controversial institutions of labour relations (Rankin 1990). As well as the traditional periodic bargaining of a collective agreement — which was reduced to the core recognition and bargainable issues clauses — the parties engaged in integrative “continuous bargaining” of what is called a “living agreement” (Walton, Cutcher-Gershenfeld and McKersie 1994: 51). This living agreement, called the Good Works Practices Handbook (GWPH) at the Sarnia plant, covered day-to-day issues including guidelines for a relatively informal grievance process. The innovations sparked enormous controversy within the labour movement and among researchers.

This paper takes Shell Sarnia as a point of departure, but concentrates on a lesser known, but no less interesting and controversial case of labour-management partnership in the chemical industry: that between Saskatoon Chemicals and another local of the CEPU. The Saskatoon case shares many similarities with Shell Sarnia, but there are also some important differences between the two. Both are chemical plants using continuous process technology with relatively small, highly skilled workforces (slightly over 100 employees) all of which makes them prime candidates for innovation (Wilkinson, Marchington and Goodman 1993). In both cases the local unions became deeply involved with management, but involvement came about in very different ways. At Sarnia, the company voluntarily recognized the union and invited it to participate in the design of a greenfield site (the parties had had a long relationship at refineries across Canada). In contrast, the cooperative relationship at Saskatoon Chemicals emerged out of an acrimonious labour-management climate. As the relationship developed, the parties also adopted continuous, integrative bargaining of a living agreement and subsequently jointly designed a high performance work system. At both sites, there has recently been a reconsideration of the risks and benefits of

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1. The Sarnia relationship began when the union was the Oil Chemical and Atomic Workers in the 1970s. This union metamorphosed first into the Energy and Chemical Workers Union (ECWU), and finally the Communications, Energy and Paperworkers Union (CEPU).

partnership and, hence, at least a pause in the forward movement of the partnerships. Changes in ownership<sup>2</sup> and in the leadership of the union are both cause and consequence of this reconsideration, as will be described below. (To avoid confusion over names, we will henceforth refer to both sites simply by their location.)

The nub of the controversy pertaining to Sarnia, Saskatoon and other labour-management partnerships is whether or not such partnerships are good for unions and ought to be pursued. Researchers like Heckscher (1988) and Rankin (1990) applauded the Shell Sarnia model as the way of the future holding a promise of benefits for both management and labour. In their view, the new bargaining arrangements could overcome some of the key limitations of the traditional model, namely, its episodic and detailed nature. Instead, problems could be solved in a mutually beneficial and timely manner. On the other hand, critics such as Wells (1993) strongly criticized both the work organization and labour relations innovations at Sarnia. They led, he argued, to a reduced willingness on the part of the union to protect workers' interests because the leaders had become incorporated into management's logic. This was compounded by giving up the detailed, legal protections of the conventional collective agreement, notably the grievance process. Wells did suggest, however, that unions might be able to pursue a "third way" between the adversarialism of traditional labour relations and the collaboration of the Shell model. This would occur where unions were able to harness the potential of some forms of partnership to improve the working lives of their members, although he did not specify what this would look like in the workplace.

The primary purpose of this paper, then, is to assess whether or not Saskatoon represents this elusive third way. Within this general purpose are three key elements. The first is an examination of the benefits and costs of the partnership. That is, did the partnership, and continuous bargaining in particular, provide clear benefits to both labour and management without weakening the union? The second element involves an examination of the factors contributing to the emergence and sustainability of the approach taken by the management and union at Saskatoon. Unlike Sarnia, the Saskatoon plant was already in existence before the partnership was developed. Were the previous poor labour relations and the fact that work redesign

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2. Saskatoon Chemicals was sold to Sterling Pulp Chemicals in the summer of 1997 and is now known by that name. In 1995, Shell placed its polypropylene business in a partnership with an Italian firm. The new entity was called Montell and responsibility for management of the business was taken over by the U.S. headquarters of the Italian firm. Then, in September 1997, Shell bought out the Italian partner. We interviewed three unionists at Sarnia in the summer of 1997 in order to update our knowledge of recent events.

followed rather than being concurrent with continuous bargaining significant factors? The third element is to link the situation at Saskatoon with the wider debates on labour-management partnerships. Do partnerships and continuous bargaining represent a viable option for unions? Or, more precisely, under what circumstances might they be an option worth pursuing?

The paper is divided into three sections. The first contextualizes the study within current debates on partnership and workplace change and discusses the research methodology. The second section describes the evolution of labour-management cooperation and continuous bargaining at Saskatoon. The third assesses the strengths and weaknesses in pursuing a union agenda in the Saskatoon case as well as the key factors contributing to these outcomes. We conclude with some views on the broader significance of the case.

### WORKPLACE INNOVATION AND UNION INVOLVEMENT

The context of this examination of the partnership at Saskatoon touches on some hotly debated issues: the nature and significance of changes occurring in the workplace, the advisability of union "involvement" in the workplace, and the standards by which union involvement should be judged.

Researchers have been debating the nature and significance of changes in the workplace for over two decades and there is still no consensus. Although there is a consensus that a centrepiece of workplace change is flexibility in the deployment of labour, employers are experimenting with a broad range of innovative work forms (Appelbaum and Batt 1994). As for the significance of the changes, some researchers claim that high performance work systems represent a fundamental break with the Fordist model of production and labour relations (Kochan, Katz and McKersie 1986). In addition, Kochan and his colleagues argue that there are "clusters" of changes which occur together to optimize results. Specifically, improved labour relations, which include continuous, integrative negotiations, are said to facilitate continuous improvement in high performance work systems, providing greater benefits for both labour and management. The superior performance of these clusters of practices, they argue, should create a market imperative which will lead to their widespread adoption. But empirical research by Kumar and Holmes (1997) provides grounds to question whether such clusters are even required to achieve high levels of productivity and quality. Other researchers are highly critical of Kochan's position, on both normative as well as empirical grounds. They maintain that the changes indicate more continuity with Fordism and argue that unions should resist both the organizational and labour relations innovations (Robertson, Rinehart and Huxley 1992; Parker and Slaughter 1994). While the post-Fordist debate is

not of direct relevance to this paper, the debate concerning the links between work organization and labour relations innovations is of relevance since those links were quite different at Sarnia and Saskatoon, at least temporally. Is it necessary that both innovations proceed concurrently for significant effects to result?

Many of the workplace changes have challenged unions to modify their traditional roles. While unions are often given no choice by employers who forge ahead with changes unilaterally, evidence shows that many unions are becoming involved, willingly or not, in workplace and bargaining innovations (Kumar 1995; Wells 1997). A study by Harrisson and Laplante (1996) draws our attention to two major aspects of union involvement in the workplace. The first distinction involves the union's general approach, whereas the second concerns the procedural arrangements for effecting participation. The authors describe four cases of transformation in labour-management relations in Quebec. In two of the cases, the union was more or less forced into cooperation to save jobs, but in the other two cases the union took a more pro-active approach to helping expand the business. Regardless of the approach taken, the authors emphasize that building trust relations among the key players and verbal agreements are essential. Yet they also highlight how vulnerable these informal procedures are to forces both external and internal to the organization.

With respect to the general union approach to participation, much of the terminology — and the debates within and between unions — is still rooted in the dichotomies of earlier, less sophisticated experiences with involvement (Nissen 1997). The choice facing unions is often described as either pro-active, reflecting an optimistic view of what may be accomplished, or reactive, reflecting a pessimistic view of the union's ability to pursue independent worker interests and, therefore, a preference for traditional means to accomplish their goals.<sup>3</sup> As we shall see, these dichotomies are often self-serving. There is, however, a clear difference between a policy of involvement on particular issues and what is called "strategic partnership" with management (Kumar 1995; Nissen 1997). It is the latter which the unions at Sarnia and Saskatoon have pursued and which, in essence, aspires to a form of codetermination in the workplace and possibly at the strategic level of the organization as well. Kumar notes that, among the three major, private sector unions in Canada, the CEPU — the union at both Sarnia and Saskatoon — tends to have the most cooperative approach to workplace change although its general approach to collective bargaining is still largely adversarial.

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3. The characterization "reactive" is not appreciated by the critics of partnership. For example, Robertson, Rinehart and Huxley (1992) consider oppositional tactics to be pro-active.

In terms of the procedure used to expedite or carry on participation, unions have a serious problem. In the legal framework of the North American model of industrial relations, management quite simply cannot be forced to negotiate during the term of a collective agreement. Even where management does agree to negotiate within term and sign formal letters of agreement, these expire with the collective agreement and must be renegotiated. Meanwhile, management is free to make unilateral changes in work organization. Where agreements are only informal — as is usually the case — management can simply withdraw as it wishes. It is this vulnerability to management's unilateral action and veto that Harrisson and Laplante highlight and which makes the need for institutionalizing involvement in some way so important for unions (O'Grady 1995).

This brings us to continuous bargaining of living agreements as a procedural alternative. Clearly, continuous bargaining offers more flexibility than the traditional, episodic bargaining of long, detailed agreements even when there are combined with informal agreements made during the term of the contract. The expectation is that this innovation can meet the needs of both parties. In theory, therefore, continuous bargaining expands the range of workplace issues on which management may be willing to negotiate in order to gain labour cooperation. While the legal status of living agreements has not been tested, the parties at both Sarnia and Saskatoon have treated the documents as legal and, hence, arbitrable. Once established, continuous bargaining arrangements create pressure on the parties, especially management, not to act unilaterally. Certainly there are also dangers. For example, management can still act unilaterally. More importantly, continuous bargaining creates close collaboration between the union leadership and management, which can result in the union losing sight of the interests and rights of its members, as will be discussed below. But one cannot assume that use of conventional bargaining tactics necessarily indicates a strong, independent and successful union while non-conventional, continuous bargaining methods necessarily indicate weakness and collaboration. The effects of specific procedures must be tested empirically.

In light of the uncertainties about workplace changes and union involvement in them, what are the criteria by which we can evaluate whether a union is "holding its own" in a partnership? An absolute standard might be worker control or full co-determination rights in particular spheres. However desirable, this is not currently possible under our laws or, arguably, under capitalist relations of production. The union will always be a junior partner. There is no consensus on less stringent standards or on the idea of standards relative to the particular situation. Indeed, there is a concern that such relativism can lead to justifying almost any union course of action. Criteria can be phrased negatively, that is, in terms of undesirable consequences. Wells (1993) claims that the leadership at Sarnia lost legitimacy, that the

steward system and the grievance process withered, and that participation in union meetings declined drastically over the years. But are these results inevitable or irreversible?

More positively, Wells (1993, 1997) presents three general criteria for his "third way". First, it must involve enhanced worker control over the labour process through groups in which the union has a prime role. We take this to mean that the union must maintain its organizational integrity and be party to all processes and agreements. Second, there needs to be a challenge to management's rights, i.e., the union must have a say, and perhaps even a veto, over issues of labour process change. Third, the union must set clear, collective objectives for which worker representatives remain accountable. Moreover, in order for these criteria to be fulfilled at the workplace level, union strategies must be co-ordinated at the firm, sectoral and even international levels to prevent whipsawing and avoidance by management.

Still other criteria can be gleaned from the common elements of the workplace agendas of the three major private sector unions in Canada (Kumar 1995: 63). The top three are: the pursuit of an independent union agenda (separate and distinct from management's), the fostering of a culture of resistance and change within an adversarial framework, and an insistence on negotiated change extending the boundaries of collective bargaining. These standards, based on the Canadian experience, may be characterized as a "hard" test for the union role. It requires concrete gains in wages and working conditions in return for union participation in increasing efficiency. In contrast, the AFL-CIO's policy on partnerships can be characterized as the "soft" test, since it gives less weight to unions' independent goals. Instead it contains four rather nebulous principles: mutual recognition and respect, a collective bargaining foundation, equality of roles, and a focus on mutually agreed-upon common goals (Nissen 1997: 19).

A related question concerns the factors that contribute to the success of the union role, some of which are implicit in the measures of success. More specifically, Eaton (1990) has identified two sets of factors regarding employee participation which are also relevant to partnerships. The first set is the ability of the union to control the participation process, which includes the extent of unionization, the bargaining structure and the union's internal resources. The second is the union's willingness to control the process, which includes union policy, perceived threat and available alternatives.

In summary, then, it is difficult to directly compare workplace change initiatives, and the issue of union involvement remains complex and contentious. Nevertheless, current debates do provide several criteria, ranging from "hard" to "soft", that can be applied to ascertain whether a union

involved in a participatory scheme is fulfilling its mandate to champion the cause of its members. These criteria also provide a starting point for clarifying the conditions which can contribute to success from the standpoint of both of the labour-management partnership and the integrity of the local union.

### *Methodology*

As we have seen, the quite polarized assessments regarding labour-management partnerships are certainly grounded in the theoretical differences of the researchers. However, they may also be a result of the methodologies employed. For example, Rankin and Wells conducted their research at two different points in time using two different methodologies. Rankin directly observed the process at Sarnia over a total of six years in the 1980s. In contrast, Wells used interviews with selected participants in the late 1980s. This “snapshot” methodology is not really adequate to capture the nuance and multiple meanings of labour-management relations, which are as much about process as they are about outcomes. It is more difficult to evaluate these new relationships than the more traditional ones, where more clearly defined structures exist and more discrete, recordable outcomes, such as collective agreements, grievances, and arbitrations won and lost, can be measured. In conducting such an evaluation, it is essential to adopt a long-term, ethnographic approach.

Since 1992, one or both of the authors have enjoyed extraordinary access to study the partnership at Saskatoon. Several of the union activists have been students in the labour studies program and the undergraduate program in which the authors teach. One author has attended most monthly meetings of the joint labour-management standing committee to witness first-hand the nature and content of the exchanges. She has also attended several meetings of the bargaining unit, including most of the ones where key votes were held. We have also conducted in-depth interviews with the key participants. Finally, we have had access to archival material, including the Central Filing System and surveys of the workforce conducted independently by management (once) and the union (four times). Despite this unique accessibility, this is not a participant observation study. The authors have taken pains to remain scrupulously neutral and have not participated with, nor offered advice to either or both of the parties.

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### *SASKATOON CHEMICALS — THE PARTNERSHIP EXPERIMENT*

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This section presents an overview of the key events in an experiment that the union and management at Saskatoon have embarked upon together over some eight years. Prior to the 1986 purchase of the company by

Weyerhaeuser Canada (Weyco), labour-management relations at Saskatoon Chemicals had worsened steadily for several years, resulting in a bitter, five-day strike in January 1989. With some external prodding the parties reluctantly agreed to try to make changes. One source was regional management, in the person of the human resources manager, who became directly involved at the site. The national union also encouraged local activists to seek “a better way.” The union-management committee was activated initially just to dispose of the many outstanding grievances. After a year of tentative efforts at building the relationship, the parties brought in an outside facilitator recommended by the union, and the new relationship began to bloom.

The parties often use the metaphor of “going on a journey” to describe the process of relationship-building. And they divide that journey into two fairly distinct, but interrelated phases. First, the so-called “change process” from 1991 to 1994 concentrated primarily on building participatory instruments, like the Standing Committee and the Central Filing System, with little or no change in working practices. This first phase went quite smoothly, obtaining strong support from most of the union membership and from management. This laid the groundwork for the second phase, “work system redesign” wherein the parties planned major changes to working practices and pay systems. During this latter phase dissension arose, particularly within the union, which had the effect of slowing down and limiting the planned changes. A modified plan was negotiated and accepted by the union membership in the summer of 1997. Implementation is currently proceeding.

### *The Change Process*

In March of 1991, with the assistance of the facilitator, labour and management leaders reconstituted themselves as a Standing Committee with a broad purpose statement: “We will work together to develop a continually improving work environment of trust, open communications and respect which encourages willing employee involvement and results in full satisfaction of all members.” That is, either party can raise any matter of concern regarding the operation of the site. Under the auspices of the Standing Committee, employee involvement expanded enormously during the years 1991–1994. Some 14 joint committees were created, with over half of the hourly workforce participating.<sup>4</sup>

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4. Certainly not all committees functioned at the same level all of the time, and some comprised only a few individuals. For example, as a result of collective bargaining, a pension committee was formed to consider improvements to their plan. An education board was established to oversee training initiatives, the work of which slowed down once a plan was in place.

The local union,<sup>5</sup> on its own, undertook a major and unprecedented step: developing a strategic plan. Current and past members of the union executive as well as two individuals representing the national union (ECWU) attended a two-day meeting. They decided that union development was their principal goal, followed by increasing job security and improving the pension plan. They also developed a purpose statement and union principles to provide guidelines for the union's internal work as well as its involvement with management. Ratified by the membership, the local union vowed to "provide leadership that recognizes democratic principles, the individual and collective rights and needs of the Union and the employer, so that the goals of the members can be achieved at home, in the community, and in the workplace". Annual planning meetings were held into 1995 to review progress, including the results from their own surveys of the membership, and to develop priorities for the coming year. The national union approved all aspects of the union's initiatives.

In addition to the broad mandate of the Standing Committee and union strategic planning, the third major element of the change process was the shift from positional (distributive) bargaining to interest-based (integrative) bargaining (IBB). According to a key management participant at Saskatoon, this was a concrete reflection of the growing openness and trust between the parties and the resulting willingness to do things differently from the acrimony of the previous decade. It also reflected a commitment to solving problems in a way that was in the interests of the business *and* the people.<sup>6</sup> This approach was used successfully to negotiate a new collective agreement in November 1991. Included in this agreement was new language committing the parties to co-operation, symbolically bolstered by the deletion of the management's rights clause.

As the members of the Standing Committee came to trust each other, they agreed that continuous bargaining would be advantageous to both management and the union, allowing them to resolve certain time-sensitive issues sooner than the next round of formal collective bargaining. The union was willing to bargain these issues under the auspices of the Standing Committee but, to reduce its risk, it wanted more than informal agreements. In the past, management would press for informal agreement on something

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5. Henceforth, to simplify, we shall call the union body at Saskatoon Chemicals "the local union," or "the union" (where this would not be confused with the parent body). Strictly speaking, the CEPU members at Saskatoon Chemicals are part of a larger, composite local union, which includes two other bargaining units in the city. But for our purposes, "local union" and the Saskatoon Chemicals bargaining unit will be the same.

6. A video on the change process, co-sponsored by the company and the union, is titled *For the Business and the People*.

and later renege or even deny that the agreement existed. Their proposal, which management accepted, specified four types of documents which would be held in a jointly administered central filing system (CFS). The CFS is referred to in the collective agreement which would, they agreed, make it a legally enforceable document. A brief description of each type of document follows.

- Amendments to the collective agreement and letters of agreement. There have been only four of the former and nine of the latter signed and ratified by the union membership. These documents deal with such issues as vacations, a progression line change, training, the position of janitor, and work coverage.
- Policy letters. There have been 32 of these signed. Typically policy letters are documents which, being too long to be included in the collective agreement, are instead often simply referred to in the agreement. They deal with issues such as contracting out, recognition of union activities, establishment of a joint pension board, financial support for employee development leave, employee empowerment, and anti-harassment.
- Short-term agreements. These have a specific start and end date and are not incorporated into the collective agreement, although they may turn into items to be negotiated. There have been 43 of these over the years and some of the issues covered include: shift schedules, temporary positions or assignments (an employee was part of a consulting team sent to China, meeting packaging requirements, health and safety projects, etc.), and employee assistance. They are probably the most controversial because they are generally not ratified by the membership. Critics within the union claim that this allows a lot to go on behind closed doors, while the union executive claims that the parties affected are always involved in developing the agreement.
- Current copies of employee group services master agreement as referenced in the collective agreement.

Although the CFS is available for review by management and union officials, they have shown little interest in it, according to the former chief shop steward.

In sum, the change process achieved a number of tangible benefits for the union and its members at a time when many organizations were cutting costs. These benefits included an employee and family assistance plan, a jointly developed and administered training program, wage and benefit increases, a reduction in grievances, and an expanding workforce. There was also an intangible outcome: a strong, principled working relationship among the group of individuals on the Standing Committee. For example, management did not lay off workers when there was an oversupply of one

product, realizing that this reversion to past practice would completely undermine the new relationship with the union. The trust and continuous bargaining developed during this phase not only brought benefits to both parties, but also made the subsequent phase of joint work system redesign possible.

### *Work System Redesign*

During phase one, the union executive became committed to workplace change as a result of their strategic planning efforts. They believed that change was necessary to create the profits that would warrant the investment required to ultimately move production away from chlorine-based products in response to public environmental concerns. The management team, however, seemed to lack the willingness and ability to drive the process. Then, in 1994, the company hired a new human resources manager and then a new general manager who became champions of change. It should be noted that the local union was consulted in the selection process for both positions – an unprecedented display of confidence in the participation process.

Phase two began with a negotiated letter of understanding on work system redesign, eventually ratified in a new collective agreement. The agreement set out three elements of the change: work system redesign, pay for skill and knowledge and gain-sharing. Of critical importance to the union, the agreement also contained the following management commitments: all planning was to be a joint union and management effort; jobs would be protected; and the results of the redesign process would become amendments to the collective agreement, meaning that they would have to be ratified by the union membership. The company backed up its commitment with considerable resources. Over the next year and a half, it spent over \$1 million for education trips of the design teams (union members were selected on the basis of seniority from among those volunteering), meeting time, and additional staff to cover for those involved in task forces. As plans for the high performance work system developed, the management team coalesced around its new leaders, but divisions emerged within the union.

Intra-union disagreements focused on two specific issues, application of the seniority principle and changes to the organization of the maintenance function. However, underlying these issues was a more fundamental issue. A group we call the “traditionalists” grew increasingly critical of the “change proponents” on the union executive.<sup>7</sup> This former group was comprised

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7. These are, in fact, our terms for the groups. Inelegant as they may be, they are descriptive of what we understand the positions to be and imply no value judgements. In the plant the groups were identified by their respective champions: the long-term chair of the bargaining unit for the change-proponents and the long-term president of the composite local for the traditionalists.

primarily of skilled tradesmen in maintenance who equated the proposed changes with total quality management (TQM) by then under heavy fire within union circles (Robertson, Rinehart and Huxley 1992; Parker and Slaughter 1994). According to the traditionalists, because the change proponents used some of the language of TQM, such as “continuous improvement”, and because they advocated “continuous bargaining”, they were selling out the union. The joint task forces, they contended, were not true joint decision-making bodies, but merely a management ploy to co-opt the workers. Besides, workers and their union should not be doing management’s work. Their views pitted them against the more numerous operators who, as a group, tended to favour the changes, as well as against the union executive. The debate became so heated and filled with personal animosity that the union brought in outside facilitators to try to resolve the crisis. Meanwhile, the local union voted to suspend participation in the work system redesign and related activities until the internal conflict was resolved. Part of the resolution included surveying the members as to whether they wanted to continue the change process and work system redesign. Although a clear majority of those surveyed endorsed continuation of the process, three members of the executive resigned, ostensibly for personal reasons. In interviews they also indicated that they had had enough of the in-fighting.

A mostly new, traditionalist executive was left to negotiate an agreement on a work redesign they did not really want. The two management champions of the change had recently resigned and moved on. The last straw was that Weyco entered into negotiations with Sterling to sell the business. Nonetheless, the parties continued to meet to reach agreement on work redesign before the sale was finalized. Compared to the original plan conceived by the change proponents, the resulting collective agreement amendment on work change was partial because pay for skill and knowledge and gainsharing were omitted; it was also flawed because it did not include benefits for all workers.<sup>8</sup> Not surprisingly the agreement was defeated in a special vote by the membership in May 1997, but the parties did agree to continue to search for solutions to the problems. The new Sterling general manager also committed himself to negotiating a new work redesign agreement rather than taking any unilateral action on it. A new agreement was ratified by the membership in September 1997 and, later that month, management and the union negotiated a new collective agreement in five days. They did not use IBB for either negotiations.

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8. Due to the inability of the parties to reach agreement on changes to the maintenance department, the agreement did not include any financial benefit for these workers.

In sum, the foundation for an advanced form of labour-management partnership built in phase one of the journey at Saskatoon has not developed as foreseen by the change proponents in the union and management. Neither has it been demolished. It must be stressed that none of the key participants on either side of the union dispute or in management want the relationship to revert to the “bad old days” of the 1980s, or believe that it will. It appears that the relatively traditionalist union executive works well with the more traditional, centralized and cost-conscious management style of the new owners, Sterling.

### INDEPENDENCE OR COLLABORATION?

The local union emerged from the 1989 strike in a position of real strength and this was reflected in the subsequent gains in benefits and control over workplace change in the period 1991–1995. In this light, there are two issues to be addressed in this section. Did the benefits of the partnership come at the cost of the very union strength that led to initial success? The second issue is not really whether traditional or continuous bargaining is better, but rather what the costs and benefits are under particular circumstances. We first assess the strengths and weaknesses of the partnership in terms of the standards or tests set out earlier and then turn to the question of the factors contributing to these outcomes.

#### *Pluses and Controversies*

While there are several areas of strength in the union role at Saskatoon, there are also some areas of mixed results. We begin by setting out what we perceive to be three areas of strength. First, the local union did have a clear and forceful agenda, as reflected in its strategic planning process with its purpose statement and guiding principles. While the statement and the collective agreement of 1994 did commit the union to pursuing continuous improvement with management, it is within a clear understanding of the differing interests of labour and management. The change proponents on the union executive were genuinely concerned to ensure union interests, although some difficult trade-offs were, and always are, a part of negotiations. A second area of strength was the very high level of mutual respect evident in Standing Committee meetings, particularly during the 1992–1995 period. Exchanges were never dominated by one side or the other and consensus clearly predominated over unilateral decision-making. The third key area of union strength was its insistence on negotiated change and on pushing the limits of management prerogative. The inclusion of clauses on the Central Filing System in the 1992 collective agreement and the letter on work system redesign in the 1994 collective agreement represent major gains for

union participation and security in comparison with the informal agreements in most cases of workplace change. Having said this, there were three areas in which continuous IBB created controversy at Saskatoon.

The first area of concern was a very basic one, the administration of the CFS. On the positive side, the CFS did represent an improvement over informal agreements. In traditional relationships, management is the sole administrator of the documents pertaining to collective agreements. The former HR manager at Saskatoon described the origins of the CFS, in part, as an effort "to establish the jointness of record-keeping". The chief shop steward and an HR manager oversaw the documentation jointly, which included both of them having to sign documents in and out. This ensured that changes could not be made to documents, nor could one party claim an agreement did not exist, which had happened in arbitrations before 1989.

Having two people responsible also helped to ensure that "drift" and inconsistencies did not occur in the continuous bargaining process. While the process can enable timely handling of areas of concern to members, such as the scheduling of work, there is a danger that the result may be a patchwork of policies or even "death by a thousand cuts". Indeed, management also recognized that too much flexibility could be a problem, creating precedents and pitting groups against each other. The former administrators of the CFS acknowledged, therefore, that their system needed some improvements, such as notification when short-term agreements were about to terminate. In addition, they did not think that their fairly simple system would work if there were considerably more documents to be handled, although computerization would help.

The second area of concern was more serious: accountability, and, more specifically, the criticisms from traditionalists that rank and file involvement in continuous bargaining did not go far enough, and that the union executive made too many decisions behind closed doors. In their opinion, the union membership should have discussed and agreed on an issue before it went to the Standing Committee. According to the change proponents, this would have created time delays, unnecessarily restricted the role of the Standing Committee, and was contrary to the IBB approach where the parties are not supposed to come to the table with prepared positions. A former chief shop steward did acknowledge that not letting the membership routinely vote on the short-term agreements was possibly a mistake. This said, it should be noted that even in conventional bargaining, union negotiators never seek membership agreement on individual items, but rather ratification of the agreement as a whole once it is negotiated. To do otherwise would make even traditional collective bargaining impossible. Yet this observation does not excuse the lack of membership consultation

in continuous bargaining. Consultation may be more, not less necessary than in traditional bargaining. In other words, one area of weakness with the situation at Saskatoon, and possibly with continuous bargaining in general, is balancing timeliness and joint problem solving on the one hand and maintaining legitimacy and accountability on the other.

The change proponents claimed that, in order to maintain legitimacy and acceptance, the people actually affected by the short term agreements were always consulted, even though these agreements were signed by the chief shop steward and the HR manager only. For example, workers in the laboratory got together to come up with a new work schedule which became formalized in a short-term agreement. When that agreement ended, they decided to make a small change which was the subject of another short-term agreement and then finally incorporated into the next collective agreement. Policy letters on such issues as maintenance effectiveness, training, and anti-harassment were all developed by joint labour-management task groups. A former chief shop steward also dealt with many individual cases. He explains:

Management was *very* happy to let me work out a lot of the people problems because it freed up a lot their time. These were not directly collective agreement issues, but getting special cases worked out, like getting some time off for a guy who was going through a bad divorce; switching some individual schedules and so on. You have to be really careful about fairness and consistency on stuff like that, but the guys trusted me. Normally management would handle all of these situations and maybe inform the chief shop steward of what they had decided, but the company just let me handle things.

While this kind of informal process may provide good service to some individuals, it is open to the criticism that it leads to by-passing the formal grievance procedure. The union may wish to avoid filing a formal grievance as part of the politics of the situation and so pressure members to settle informally. There is no evidence for or against such pressure at Saskatoon, but the change proponents proudly report that they had no formal grievances between 1992 and 1997. The pressure to avoid formal grievances and to keep the record clean may well have been subliminal and self-imposed.

In addition to concerns about administration and accountability in continuous IBB, there is a third area of concern that goes to the heart of the approach, namely the kind and degree of clout it gives the union. Critics tend to equate IBB with a submissive union, and the current, traditionalist chairperson of the local union is very critical of this form of bargaining. In his opinion, it is simply another attempt by management "to move more to the discussion table and less to the conclusion table... you discuss things to death, but management does what it wants". Indeed, negotiations at Saskatoon over re-organizing operations seemed to go on and on while

everyone acknowledged that management could simply make the changes it wanted. Management did not act unilaterally because it chose not to, not because the union and IBB could prevent it from doing so. But this, of course, is also true for traditional periodic bargaining. Another difficulty is that the term of collective agreements seems to be lengthening from two or three years to five or more. The current chairperson is still not interested in continuous bargaining although he concedes that without it the union is unable to re-open the agreement to change items of concern to the membership, even when the agreement contains a technological change clause.

On the other side of the debate, the change proponents argued that they had a degree of continuous control over the bargaining agenda, not just once every three or more years. As one proponent said:

When the union has access to the real numbers, then a problem-solving approach can work. We don't start high and end up low.... We make reasonable requests based on what is good for business and the people... we get pretty well what we asked for. We're not just sitting back, licking our chops for what we can get at the next round.

Put differently, the union had influence, not just traditional bargaining power and the threat of strike. Moreover, this influence was exercised not just over items in the collective agreement, but also over items which are normally considered to fall within management rights. Frequently management would consult members of the executive, especially the chair and the chief steward, in the period of intense partnership: What do you think of this? What would your response be to...? The selection of the HR manager is a case in point. In other words, the argument of the change proponents was that management was more likely to consult the union over a whole range of things when there was a reasonable possibility of accommodation rather than an expectation of resistance. Clearly, this argument fundamentally contradicts one of the standards of the "hard" test noted above: maintaining a culture of resistance and change within an adversarial framework.

In our assessment, therefore, there is strong evidence that the union at Saskatoon made considerable gains; evidence of any weakening of the union directly caused by the adoption of continuous IBB is inconclusive. At the same time, controversies over the changes, including continuous bargaining, likely weakened the union's bargaining power in the very short term. It is also undeniable that the change proponents did get too far ahead of the membership and lost legitimacy, at least with a very influential segment of that membership. Part of this loss of legitimacy is about lack of accountability and part may also be the result of appearances. In some cases, even in conventional bargaining, the appearance of adversarialism may be more important than the reality. A member of the former union executive speculated

that the adversarial approach has conditioned members to expect the union to appear to fight the good fight and appear to bring management to its knees. With IBB, because the executive did not appear to have really struggled to make gains, the membership tended to take the gains for granted. Ultimately, then, the appropriateness of the IBB framework or the adversarial framework will be shaped by a number of contingencies, to which we now turn.

### *Assessing the Terrain*

If the continuous IBB framework was appropriate at Saskatoon, at least for a time, what factors made it so, and what changed? At the risk of some overlap, we will consider three categories of factors: contextual; the union's ability to control the situation; and the union's willingness to control the situation.

First, if there is any industry that offers sublime opportunity and incentive for workplace innovation, it is the chemical industry (Wilkinson, Marchington and Goodman 1993). Process technology lends itself particularly well to team working and requires a relatively well-educated workforce engaged in problem-solving. In addition, the need for uninterrupted production forces management to place a premium on good labour relations. At the same time, it is easier to find time for meetings and training than in, say, assembly line production.

Another contextual factor for the apparent success of the continuous IBB framework at Saskatoon is that management was able to agree to the union's requests, thereby cementing the cooperative relationship. One member of the former union executive said that the union executive and the HR manager agreed fairly early on not to "nickel and dime" each other over expenses because that can "sour a relationship". That is, the costs associated with contracts and programs, such as the employee and family assistance program and committee involvement, were low relative to the gains of the improved relationship to the organization (in productivity, quality, improved safety, etc.).<sup>9</sup> This success, along with the respect for the old executive, made a profound impact on the two general managers, inducing them to accept more and more union involvement.

The second set of explanatory factors was the ability of the union to control the process, which was shaped by the extent of unionization, bargaining structure and internal resources (Eaton 1990). All but one unit in Weyerhaeuser Canada is unionized. This, as well as the fact that these

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9. Information provided at Standing Committee meetings at Saskatoon confirm impressive gains on many performance measures.

units follow the contract pattern established for the pulp and paper industry,<sup>10</sup> have historically given unions in Weyco considerable bargaining power. At Saskatoon this bargaining power was clearly important for the union to be able to press for its own agenda in the partnership. Also, as one union official pointed out, it is relatively easy to adopt IBB when the single most contentious aspect of bargaining (the compensation package) is not on the table. And although Saskatoon was hooked into pattern bargaining, it had considerable autonomy to pursue non-traditional forms and processes of labour-management relations and work organization. Autonomy can strengthen the position of an already strong union when things are going well, and this was the situation which facilitated partnership at Saskatoon under Weyco. Now, however, Saskatoon is the largest of Sterling's plants in Canada and is run in a much more centralized and cost conscious way, undoubtedly making the adversarial framework a more appropriate choice.

A generally favourable economic climate and autonomy also had an effect on the internal resources of the union. For example, the union was able to get from management its own office on site, various company-sponsored and independent learning opportunities (e.g., labour studies), as well as paid time for union business that contributed to company objectives (e.g., a labour-sponsored program on health and safety). In addition, the change proponents (one of whom was a lawyer) were very talented people, even though most of them did not have a great deal of formal education. The facilitator (mentioned earlier) considered them as a group to be among the best he had ever worked with. They were the driving forces of the change process in the face of a management team that was, at first, somewhat reluctant and not very well organized. It was only during the work system redesign phase that the tide began to turn. The management team became better organized and developed more competence under the two new managers, whereas the union became weaker due to the internal divisions. Finally, although it was available for consultation, the national union had few resources to offer.

The third set of explanatory factors involves the union's willingness to control the participation process, and comprised union policy, perceived threat and available alternatives (see Eaton 1990). Before the internal divisions emerged, the local union leadership was confident of its ability to work effectively with management for the benefit of both the business and its members. They believed that management's intentions had been tested and that there was no serious threat to the union from that source. Rather, any threat came from beyond the plant. Both the union and plant management

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10. During the 1994 negotiations, Weyco agreed to offer the union the more generous chemical industry pattern.

were aware that they were not part of Weyco's core business and would have to perform very well to receive future investment from either Weyco or a new owner. After the new general manager arrived in 1994 and indicated that he was prepared to let the union be involved as much as it wanted, the executive welcomed the opportunity for joint work system redesign. But, they knew the membership would not want them to go too far, too fast with partnership. On the specific question of using continuous IBB, they argued that they were not really risking anything because the alternative of traditional bargaining was always available. Indeed, many of the key union activists from the adversarial days were still around and would be able to use adversarial tactics quite effectively.

Thus, the issue of willingness to control the process of partnership really boiled down to the debate within the union on the appropriate policy or strategy. This debate occurred at both the local and national levels. At the local level, the opposition of the traditionalist faction to partnership had substantive and personal aspects. Substantively, the traditionalists believed that the partnership strategy was misguided because management must have had a hidden agenda to lay off people and because, in principle, unions should not be doing management's job. Another concern was that the union would inevitably get caught up in the relentless logic of competitive markets and would thereby "sell out" either its own members or union brothers and sisters in other locations, or both. Indeed, the union principles at Saskatoon did show a remarkable acceptance of business principles such as continuous improvement. The response to this criticism was twofold. First, unions everywhere have had to accept business logic either actively or tacitly for reasons that have nothing to do with continuous IBB. Second, the former executive at Saskatoon ensured that continuous improvement benefitted the union as well as management.<sup>11</sup>

Beyond these substantive matters, several members of the old executive believed that the traditionalists did not want to learn anything about the new alternatives, that their opposition was fueled, at least partly, by personal animosity and agendas. In any event, as the traditionalist campaign intensified, the old executive seemed to become less and less willing to communicate with the members, especially at union meetings. They feared that anyone from the traditionalist faction, who represented the majority of attendees at any given meeting (but not the majority of members), could make a motion to suspend involvement in work systems redesign and win the vote. This is, in fact, precisely what happened in June 1996. With their legitimacy undermined, the former executive then became unable to control the involvement

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11. For example, the union took a critical stance to management's implementation of ISO 9000 certification.

with management, and so, one by one, they resigned. But the new, traditionalist executive has a problem as well. While some of them may wish to reject the new forms of involvement with management, they say that they run a grassroots union local, and the majority of the membership have indicated in surveys and in a referendum that they want the union to be involved in change.

Meanwhile, at the national level, the ECWU was very supportive of the local; indeed it pushed them to go into mediation and the formation of the joint standing committee. After the merger into CEPU, however, things seemed to change. While the new union's policy is formally supportive of joint initiatives, there are deep divisions within the union over it. Education efforts within the union have been limited and, as cooperative efforts elsewhere have failed, the energy section seems less and less willing to get involved in local situations.

In sum, our assessment leads us to conclude that the former union executive took the independent interests of the union very seriously and that they personally were not co-opted. Their achievements in terms of both joint decision-making and concrete improvements in the well-being of their members were really quite remarkable. Moreover, the local union was not weakened by the partnership. While it did become divided, the long debates, the member surveys and votes indicate vitality and a lack of co-optation. The divisions did weaken the ability of the former executive to deal with management in the short term, but the new executive was able to step in effectively. Those involved in the various task forces and committees have gained new knowledge and participation skills that will undoubtedly serve them well in the future. Finally, the key factors contributing to the success of the partnership at Saskatoon were: the nature of the chemical industry, which makes it conducive to high involvement types of change; the strength of the former union executive and its strategic focus for the period 1991-1995; and a management which, by 1992, was a relatively willing and trustworthy partner. The demise of the partnership was almost entirely a function of differences within the union over involvement and accountability. The more traditional approach of the current executive appears appropriate to the changed circumstances. Without a strategic plan, however, their effectiveness in the longer term may be limited.

### CONCLUSIONS

There are three very noteworthy findings from the case of Saskatoon Chemicals. First, the parties were able to achieve substantial gains *without* a high performance work system. That is, work organization change is neither a sufficient nor even a necessary condition for success. Building the

labour-management relationship from a position of union strength *before* moving to work system redesign was critical. The change process phase allowed the parties to develop continuous bargaining and to prove their trustworthiness and their worth to each other without the added pressure of organizational change.

Second, based on several tests of independence and vigour, the union's role in the partnership at Saskatoon has to be rated a huge success. Most strikingly the union was able to get management commitment to a joint process of work redesign with the result to be ratified by the full membership. In addition, the case demonstrated that continuous bargaining of a living agreement is a viable option for dealing with workers' interests in the context of management's pursuit of continuous improvement in the workplace. A key factor at Saskatoon was that the living agreement was a complement to a relatively standard collective agreement and not a substitute.<sup>12</sup> These successes warrant deep reflection even by those most skeptical of partnerships. But, do they indicate that Saskatoon represents a Wellsian third way? Not quite, not yet. For one thing, most employers will resist such demands for written agreements on involvement. For another, there are clear difficulties within unions, as the next key finding demonstrates.

Despite the achievements in its relationship with management, the former union executive did fall short in dealing with key dilemmas of action and accountability within the union. Failure to come to grips with these dilemmas is a shortcoming not just at Saskatoon, but also, it would seem, in the trade union movement as a whole since there is no strategic consensus on direction. Fortunately, the failure did not undermine the strength of the union in this case, but it will eventually here and elsewhere. The main dilemma that unions need to deal with more openly than they have concerns the substance and mechanisms of industrial democracy. Traditionalists, like those at Saskatoon, cleave to a narrow, episodic contractualism as the epitome of industrial democracy, despite its limitations. It is limited in its ability to deal with the current circumstances of rapid change and to engage the hearts and minds of the many workers — perhaps the majority — who want to participate in issues of direct concern to them. Workers do have an interest in productive efficiency, but the union at local and national levels must mediate to ensure that efficiency is not achieved at the cost of jobs and health, and also that the gains are shared. Meanwhile, traditionalists reject continuous bargaining as a compromise between contractualism and informal agreements, on the basis of limited evidence, as being anti-union.

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12. According to an informant, the union and management at Sarnia have learned that there is no real substitute for a collective agreement and have expanded their previously very basic agreement. They have also printed the GWPH so that it can be used on the shopfloor as is the standard contract.

A related dilemma is that traditionalists cannot insist that union involvement push back the frontiers of management rights *and* refuse to take on any of the responsibilities of the new terrain. This leaves those advocating change, like those at Saskatoon, to shoulder all the burden and thus, unwillingly, limiting accountability. More open debate and sharing of experiences among unions is necessary to create appropriate mechanisms of accountability. Such debate, if focused on wresting control from management, could energize the membership, as the struggles to create the earlier contractual form of industrial democracy did (Lichtenstein 1993). These are relatively uncharted waters, but the only thing more dangerous than sailing blindly into them is staying in port.

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## RÉSUMÉ

### Changements en milieu de travail et négociation continue : l'industrie chimique à Saskatoon

Même si l'on prêche souvent en faveur de différentes formes de partenariat patronal-syndical, elles réussissent rarement et sont l'objet d'examen minutieux lorsque c'est le cas. Ses partisans les considèrent alors, comme c'est le cas de Shell à Sarnia, comme des exemples d'espoir (Rankin 1990) alors que ses critiques les fustigent (Wells 1993). Cet examen minutieux est suscité par une combinaison potentielle d'organisation du travail à haut rendement et des changements dans les relations de négociation délaissant l'approche traditionnelle pour favoriser une négociation continue centrée sur les intérêts. Même si nous prenons ici l'expérience de Shell à Sarnia comme point de départ, nous nous concentrons sur l'expérience tout au moins aussi intéressante et controversée de partenariat dans l'industrie chimique : celle impliquant l'industrie chimique de Saskatoon et une autre section locale du Syndicat des communications, de l'énergie et du papier (SCEP). Nous analysons le développement et l'impact de ce partenariat et plus particulièrement leur expérience de négociation continue. Nous posons les questions suivantes : Ce partenariat a-t-il été bénéfique aux deux parties ? A-t-il affaibli le syndicat ou représente-t-il une voie médiane entre l'approche

traditionnelle de négociation et la collaboration comme Wells le prétend en ce qui a trait à l'expérience de Shell à Sarnia ? Quels facteurs contribuent à l'émergence et à la viabilité de l'approche choisie par les deux parties dans cette expérience à Saskatoon ?

Poser ces questions, c'est situer le présent cas dans le débat sur le futur du fordisme et, de façon plus spécifique, sur le rôle des syndicats et des moyens qui favorisent l'atteinte de leurs objectifs. Quelques sections locales syndicales choisissent un rôle relativement pro-actif – en contraste avec le rôle réactif traditionnel – mais leur implication est fort discrète (i.e., des comités à buts spécifiques), comparée au « partenariat stratégique » vécu par les parties à Sarnia et à Saskatoon (Kumar 1995). En ce qui a trait aux procédures, le modèle nord-américain de relations industrielles ne fournit aucun moyen au syndicat de forcer l'employeur à négocier pendant le cours d'une convention collective. Ainsi, ces syndicats doivent recourir seulement à des ententes informelles très vulnérables à l'action unilatérale de l'employeur.

En théorie, la négociation continue d'ententes en vigueur élargit le champs des sujets sur lesquels l'employeur acceptera de négocier afin d'obtenir la collaboration des syndicats. Il y a aussi des dangers pour le syndicat. Le statut juridique des ententes en vigueur, même si on y réfère dans la convention collective, n'a pas été vérifié. L'employeur peut encore agir unilatéralement sur ces sujets débordant la convention collective. De plus, une collaboration étroite entre les parties peut faire en sorte que le syndicat perd de vue les intérêts et les droits de ses membres (évidemment, cela peut aussi se produire avec des ententes informelles).

Vu nos objectifs, il est essentiel d'étudier les nuances et les significations de cette relation. À cet effet, nous avons choisi une approche ethnographique à long terme et un rôle d'observateur neutre, non participant. Depuis 1992, l'un ou l'autre des auteurs a mené des entrevues en profondeur avec des participants clefs, a assisté à la plupart des assemblées mensuelles du comité patronal-syndical et du syndicat local, surtout lorsque des votes importants y étaient pris.

Soulignons quatre faits notoires de l'évolution du partenariat à Saskatoon. D'abord, il est survenu après plusieurs années de conflits amers résultant en une grève. Ensuite, les parties ont pris au moins deux ans pour bâtir leurs relations. C'est alors qu'elles se sont entendues sur un processus de négociation continue, basé sur les intérêts. Les deux parties en ont retiré des bénéfices significatifs et créditent ce succès à un très fort leadership syndical qui a défini son propre plan stratégique, à un responsable des ressources humaines aux idées innovatrices et, enfin, à un médiateur neutre embauché par l'employeur à la recommandation du syndicat. Ce n'est qu'après que cette relation se soit avérée utile aux deux parties qu'elles ont conçu

conjointement un système de travail à haut rendement. Finalement, ce sont des divergences intra-syndicales pendant l'étude du système, et non l'action unilatérale de l'employeur, qui ont précipité des changements de leadership syndical et un retour à une approche plus traditionnelle de relations du travail.

Notre évaluation, basée sur plusieurs tests de l'indépendance et de la vigueur syndicale, est que le syndicat a joué un rôle que l'on peut qualifier de succès monstre. Ses réalisations, tant en termes de prise conjointe de décisions que d'améliorations concrètes du bien-être de ses membres, sont réellement remarquables. De plus, le partenariat n'a pas affaibli le syndicat local. Malgré des divisions et de longs débats, les enquêtes auprès des membres et les votes sur les sujets clés indiquent beaucoup de vitalité et l'absence de cooptation. En outre, cette expérience démontre que la négociation continue est une option viable pour traiter des intérêts des travailleurs dans un contexte d'améliorations constantes au travail. Un facteur clef ici était que l'entente était un complément à une convention collective relativement standard et non un substitut.

Ces succès appellent une sérieuse réflexion, même chez les plus sceptiques envers le partenariat. Mais représentent-ils une troisième voie tel que le prétend Wells ? Pas tout à fait et pas encore. Il faut plus de discussions et d'échanges entre les syndicats sur les expériences pour créer des mécanismes internes appropriés qui permettent un équilibre entre les besoins d'imputabilité et de leadership pro-actif. Si de tels débats se concentrent sur la contestation du pouvoir patronal, ils stimuleront les membres comme cela fut le cas lors de ces batailles pour créer les premières formes contractuelles de démocratie industrielle (Lichtenstein 1993).