PROCESS AND CHANGE IN THE NEWFOUNDLAND FISHERY: THE TRAWLERMEN'S STRIKE OF 1974-75

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PROCESS AND CHANGE IN THE NEWFOUNDLAND FISHERY: THE TRAWLERMEN'S STRIKE OF 1974-5

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ABSTRACT

The subject of this thesis is a labour dispute that took place in 1974-5, when unionised trawler fishermen in Newfoundland struck against fish companies, initially in support of a demand for higher fish-prices. More specifically, the thesis deals with the rhetorical behaviour of the president of the union, Richard Cashin, during the course of the strike. The material upon which the study is based is drawn from contemporary press accounts of the strike, from interviews with key personnel involved in the strike and from other documentary and secondary sources. The successive chapters of the thesis introduce the participants in the strike, describe the historical background of unionisation in the province, give a history of the union involved, the NFFAW, recount the events of the strike and the rhetorical battle which accompanied it and, in the final chapter, the material presented in the previous chapter is analysed. The organisation of the thesis is based upon the scheme proposed by Hymes (1972) for the analysis and presentation of the ethnography of communicative behaviour.

The central problems to which the thesis is addressed are the question of what part the union's publicity campaign played in the achievement of the final settlement of the strike and what implications this bore for Cashin's role as leader of the union. The theoretical framework for use in this thesis was adapted from Paine (1976), in which transactions are seen as communicative events. A novel concept, that of championship, was introduced to describe Cashin's relation to his followers. The thesis concludes that the publicity campaign worked

in favour of the union side in the dispute, and that it was a positive factor in delineating the grounds upon which any settlement of the strike could be effected. It was also an important factor in normalising relations between Cashin and his followers during the strike.

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TABLE OF CONTENTS

ACKNOWLEDGEMENTS i

LIST OF ABBREVIATIONS v

INTRODUCTION 1

CHAPTER ONE THE PARTICIPANTS: UNION AND COMPANIES 7

The union: introduction 7
The structure of the NFFAW 8
The union and collective bargaining 10
The NFFAW and social reform 13
The NFFAW as a social movement 18
Union members: the workforce of the fishing industry 22
The union president: Richard Cashin 28
The companies 32
Notes to Chapter 1 39

CHAPTER TWO THE SETTING: UNIONISATION AND SOCIAL CHANGE, 1900-1974 45

The economic and political context of unionism in Newfoundland before confederation 47
The Fishermen's Protective Union 53
The political regime of J.R. Smallwood, 1949-72 61
Post-confederation labour legislation 65
The decline of Smallwoodism, 1968-72 68
The rise of organised labour 75
Notes to chapter two 79

CHAPTER 3 HISTORY OF THE NFFAW 80

Introduction 80
The CFAW 80
The Northern Fishermen's Union 82
Bargaining rights for fishermen 86

The NFFAW and the fishplant workers, 1971-4..... 90
The Burgeo strike..... 93
Dissension within the union, 1972.....101
Fishermen and the union, 1971-4.....105
Richard Cashin, 1973-4.....107
The union since 1974.....109
Notes to chapter 3.....112

CHAPTER 4 THE 1974-5 STRIKE.....116

Synopsis.....116
The fisheries crisis of 1974.....117
The inshore fisherman's strike.....121
The trawlermen's strike, summer 1974.....127
The 'Moores letter'.....134
The Harris conciliation board.....137
A second strike looms, December 1974.....141
The trawlermen's strike, second phase:
winter, 1975.....147
Publication of the Moores letter, February 1975.....150
Settlement of the strike, March 1975.....154
Notes to chapter 4.....159

CHAPTER 5 THE RHETORIC OF THE STRIKE.....163

Introduction.....163
Frame of reference.....164
The media.....165
Cashin and the media.....170
The messages.....173
Phase 1: July, 1974.....175
Phase 2: August, 1974.....178
Phase 3: The Harris report.....182
Phase 4: January, 1975.....184
Phase 5: February, 1975.....189
Chronology of the strike.....194
Notes to chapter 5.....197

CHAPTER 6 ANALYSIS OF THE RHETORIC OF THE STRIKE.....199

The verbal battle.....199
The concept of rhetoric.....204
Varieties of speech.....206
The language of politics.....208
Cashin's use of language.....215
Championship.....221
Notes to chapter 6.....227

SUMMARY AND CONCLUSIONS.....230

LIST OF REFERENCES.....238

APPENDIX A: SPEECH DELIVERED BY RICHARD CASHIN AT ST. MARY'S UNIVERSITY, HALIFAX, ON MARCH 9, 1977.....254

APPENDIX B: LETTER FROM F. McGRATH TO EVENING TELEGRAM, 26 JUNE, 1970.....263

APPENDIX C: SPECIMEN TRAWLER CONTRACT BETWEEN NFFAW AND NATIONAL SEA PRODUCTS LTD., 1973-5.....267

APPENDIX D: SPECIMEN TRAWLER CONTRACT BETWEEN NFFAW AND ALL COMPANIES (EXCEPT PENNEYS, RAMEA), 1977-8.....281

LIST OF ABBREVIATIONS

AP..... Alternate Press.

CFAW..... Canadian Food and Allied Worker's Union.

CLC..... Canadian Labour Congress.

CNS..... Centre for Newfoundland Studies, Memorial University.

DN..... Daily News.

ET..... Evening Telegram.

FANL..... Fisheries Association of Newfoundland and Labrador.

FPU..... Fishermen's Protective Union.

FSI..... Federation of Saskatchewan Indians.

ISER..... Institute of Social and Economic Research, Memorial University.

IWA..... International Woodworker's Association.

LRB..... Labour Relations Board.

MUN..... Memorial University of Newfoundland.

NFFAW..... Newfoundland Fishermen, Food and Allied Worker's Union.

NFU..... Northern Fishermen's Union.

NIS..... Newfoundland Information Services.

NRDA..... Northern Regional Development Association.

SN..... Statutes of Newfoundland.

UF..... Union Forum.

UFAW..... United Fishermen and Allied Worker's Union.

INTRODUCTION

The subject of this thesis is a labour dispute that took place in 1974-5, when unionised trawler fishermen in Newfoundland struck against fish companies, initially in support of a demand for higher fish-prices. More specifically, the thesis deals with the rhetorical behaviour of the president of the union, Richard Cashin, during the course of the strike. The material upon which the study is based was drawn from contemporary press accounts of the strike, from interviews with key personnel involved in the strike and from certain other documentary sources. Material drawn from radio and television coverage of the strike - though it is in existence - was not available to me at the time of writing the thesis and could not be incorporated into the data.

The organisation of the thesis is based upon the scheme proposed by Hymes (1972) for the analysis and presentation of the ethnography of communicative behaviour, an outline of which is given in chapter 5 below. The scheme was followed for reasons of economy and concise organisation rather than for its theoretical appositeness and I have felt free to depart from it where I considered that the organisation of the study would be enhanced by so doing. Chapter one describes the parties to the dispute; chapter two describes the broad historical setting of the strike; chapter three recounts the history of the NFFAW; chapter four recounts the course of the strike; chapter five deals with the use of the media during the dispute by

both union and companies, while chapter six treats analytically the material presented in the previous chapter. The organisation of the ethnographic material presented and analysed in chapters five and six, as well as the overall structure of the thesis is based upon Hymes' scheme. For these purposes, the course of the strike, as it was presented in the media, is treated as a single, ongoing ethnographic event rather than as a series of discrete events.

Since WW2, as anthropological study has turned away from primitive states, archaic civilisations and tribal societies towards sub-groups within modern, or modernising, nation-states, the assumption of homeostasis in society has become increasingly untenable (Murphy, 1972) and the nature of relations between social institutions at national (or supra-local) level and their local-level manifestations itself become problematical. In the process, the former theoretical emphasis upon structures and functions was superseded by an interest in behaviour and process, whereby the concept of structures was "relegated ... to the realm of concepts whose referents have only as much significance as they gain through empirical demonstration" (Swartz, 1968: 2). In the field of political anthropology, this corresponded to a reconceptualisation of the nature and scope of politics. Politics was now seen as a system of action, an aspect of social action in general (Easton, 1959; Smith, 1956), while some recent work has rejected the exclusive association of the political with the actions of governments and other structures which was common to much of the literature (archetypally in Fortes and Evans-Pritchard, 1940),

and would:

> "..shift emphasis from the definition of politics as a discrete empirical type of social behaviour to a view of politics as merely a conceptual aspect or dimension of more general processes of social interaction" (Cohen, 1975: 8).

Specifically, such a view seeks to associate the political definitionally with control over the cognition of political actors (Cohen, 1975; Cohen and Comaroff, 1976; Paine, 1976).

In order to permit comparative description of the varying modes of relations between national centres and peripheries, and prompted by a concern for the potential for social change or stasis present in such relations, an extensive literature centring around the roles of patron, client and broker has evolved. Thus, links of patronage/clientage, with or without the intervention of a broker, were treated as some of the major modes through which local-level institutions articulated with those at more inclusive levels of organisation. Of especial importance to this thesis are those of such writings within a transactional framework, seminal essays in this respect being those by Barth (1966) and Paine (1971; 1974; 1976). One must also acknowledge a debt to Barth (1963) and Eidheim (1971) for their writings upon the subject of entrepreneurship in politics.

The theoretical framework used in this study is based largely upon the writings of Paine (especially Paine, 1976), most particularly in their conception of the nature of patronage and brokerage and of the place of transaction, exchange and communication in social life - that is, that transactions may be viewed as communicative

events. However, the theoretical framework used in this study differs from that proposed by Paine in two respects: First, it relies upon the writings of sociolinguists other than Basil Bernstein, especially with reference to the concept of social coding; and second, it proposes a novel concept - that of championship - analogous to, but distinct from, those of patron and broker.

My interest in the NFFAW and in Richard Cashin dates from shortly after my arrival in Newfoundland, in the winter of 1974-5, at which time the trawler strike was in progress. That my interest should have been so caught is, in some ways, remarkable, as my thoughts were then preoccupied with considerations of survival - academic, financial, psychic and even physical, in the teeth of a winter reckoned fierce even by local standards and quite surpassing anything in my previous experience. The strike, the union involved and the union's leader were the subject of much debate in St. John's. Knowledge of all three appeared to be fragmented and contradictory, even among those who counted themselves normally well-informed about provincial affairs, though all were agreed that whatever was taking place on the stormbound south coast was profoundly significant in some way for the future of the fishing industry. In particular, assessments of the leader of the union, Richard Cashin, of his achievements and motivation in his involvement with the union, varied widely. Supporters hailed him as a social reformer of a stamp not seen on the island since the heyday of the Coaker movement in the early years of the century (with the exception of his former college-mate and co-founder of the union, Father McGrath) and

as the sole visionary active in public life in Newfoundland. His critics - and they were many - accused him of partisan political motivation in his involvement with the union; some considered the intransigent stance of the union towards the companies as a menace to the viability of the already hard-pressed fishing industry, while others considered him a traitor to his (upper) class. Perhaps an anecdote from my experience will illustrate a not uncommon assessment of Cashin's activities and will, incidentally, provide a vignette of social and political life among certain strata of St. John's society. A supper guest, who was visiting St. John's after an absence of several years, asked the host what Richard Cashin was 'up to these days'. The host - a long-time City resident who knew the Cashin family - in reply exclaimed, "Cashin! Why, what would Cashin be up to?" Pressed to elaborate upon this statement, the host held one hand aloft and proceeded to check off on his fingers a list of Cashin's more immediate paternal ancestors. This being done, the host concluded with the rhetorical question, "Now, then! What would Cashin be up to?"

From such indications, it seemed to me that any study of the NFFAW should place Cashin in the forefront, and an anthropological technique, transactional analysis, was available to effect this. Further study convinced me that the customary trilogy of patron/client/broker did not adequately embrace the case in point, so a neologism - championship - was coined to remedy this deficiency. Moreover, the prominence of the use of the media in the union's (and Cashin's) career, and the extensive use of the media by both sides during the trawlermen's strike,

indicated the appropriateness of a study of the communicative aspect of the union's activities, and a framework - that of Paine, which married exchange and communication theories - was available for this purpose.

When, long after the dispute had been settled, I came to examine documents relating to the 1974-5 trawlermen's strike, and to interview people involved in the strike, I singled out two aspects of the strike as being especially problematical. First, it appeared to me that the union leadership had, starting with very few cards in its hand, contrived a substantial victory which yielded pay increases in the region of forty percent per annum; and secondly, it was clear that, during the strike, both sides had shunned direct negotiations in favour of an intensive public relations campaign conducted through the media. The remainder of this study is devoted to an attempt to elucidate the relationship between these two phenomena, and to relate them to Cashin's position within the union.

CHAPTER 1.

THE PARTICIPANTS: UNION AND COMPANIES.

The union: introduction.

The trade union involved in the 1974-5 trawlermen's strike, the Newfoundland Fishermen, Food and Allied Workers Union (hereafter called the NFFAW, or simply 'the union'[1]) was founded in 1970 and embraces independent small-boat fishermen, trawler crews and fish-plant workers[2]. By its own claim the union numbers a majority of those engaged full-time in the industry within its membership, which is scattered throughout the many coastal settlements (known locally as 'outports') of the province. Despite the traditional independence and political quiescence attributed to the Newfoundland fisherman, the union gained a reputation for militancy, even aggression, and engaged in several lengthy and bitter disputes at various fish-plants (see below, chapter 3). During its formative years, the union concentrated its efforts principally upon the fish-plant workers and won large wage increases for this group. Thereafter, the union turned its attention to the trawlermen and organisation of this group was still in progress when the strike commenced. As well as discharging conventional collective bargaining functions, the union has consistently been critical of the structure and operation of the

fishing industry and campaigned for rationalisation and greater state control (see Appendix A for a full statement of the union's orientation towards the future of the industry). From its inception, the union has been hailed by commentators as a new social and political movement within the province and compared with an earlier fishermen's movement which gained brief political prominence around the time of WW1 (see below, p.53 ff).

The structure of the NFFAW.

The NFFAW may be classed as an industrial, rather than a craft or general, union (Cyriax & Oakeshott, 1961: 44-51), in that it seeks to embrace all categories of productive worker within a single industry, without regard to the trade of the worker, and in that it limits membership to those engaged in a single industry (a small group of retail workers notwithstanding). This type of union is, in general, untypical of North American labour (Hoxie, 1960: 41). Constitutionally, the NFFAW is a division of the Canadian Food & Allied Workers Union (CFAW), based in Toronto, which is itself an affiliate of an international union, the Amalgamated Meat Cutters and Butchermen of North America, with headquarters in Chicago. The CFAW also represents groups of trawlermen and fish-plant workers in Nova Scotia and Prince Edward Island.

The NFFAW is divided into two sections, Local 1252 representing the fish-plant and industrial workers and Local 465 representing fishermen, each section being headed by a vice-president. The governing organ of the union is the provincial council, which contains representatives of both sections of the union in addition

to the president and secretary-treasurer; all these officials are elected annually. The presidency has had one incumbent, Richard Cashin, since the union was formally constituted in 1971 and the present secretary-treasurer has held that office since 1972.

At local level, the unit of organisation is the branch committee, consisting of president, vice-president and secretary, elected annually to represent each fish-plant and inshore fishing community, or group of adjacent communities; for the trawlermen, there is a system of 'boat delegates' (UF, June, 1977). Local-level committees handle the majority of problems which arise relating to grievances and to the administration of the contract. In addition to its elected officers, the union is serviced by five business agents, who are paid full-time employees, whose responsibility may be for a geographical area, a particular sector of the membership, or both. The use of the business agent, who provides 'expert' services at the behest of the union local, is a common structural feature of unions whose membership is both diverse and dispersed (Kennedy, 1964: 52).

In July, 1977, the fishermen's section of the NFFAW had a total membership of approximately 5,000, of which 4,000 were inshore fishermen and 1,000 were trawlermen (UF July, 1977). All trawlermen in the province are now unionised, while the figure for inshore fishermen represents approximately 50 per cent of the total number of bona-fide professional fishermen in the province[3]. The industrial section of the union had approximately 4,500 members, most of whom were fish-plant workers[4]. The total number of fish-plant workers in the province in 1973 was 5,971 (Environment Canada, Fisheries & Marine Service,

1974: Table 43, p.71). All major fish-plants in the province are now unionised.

The union and collective bargaining.

The NFFAW may be considered, from one perspective, as a bureaucratic organisation constituted to represent the economic interests of those professionally engaged in the fishing industry in their dealings with management, to whom they relate variously as employees or as suppliers of raw materials. In this capacity, the union is primarily concerned with collective bargaining - the negotiation of collective agreements with management specifying pay, grievance procedures and working conditions, the administration of such agreements and the continuing recruitment into the union fold of previously unorganised workers.

This emphasis on the collective agreement as the focus of union work - the concern with arrangements that directly affect the worker at the workplace, such as wages, work loads and working conditions - is typical of the North American and British union, whereas continental European unions are more concerned to influence factors which determine the general economic and social conditions of the nation, leaving workplace dealings to local organs which are often outside the union's control (Sturmthal, 1972: 43ff).

The degree to which the conduct of collective bargaining is centralised varies from country to country. An extreme case of centralisation is that of West Germany, where collective agreements are typically between a national or regional union and an employer's federation. By contrast, the North American union is decentralised in this respect; most union contracts are with a single firm, and

there are few national level or even regional level agreements. In Canada, though there are some multi-employer contracts, there is almost no industry-wide bargaining, except where one firm constitutes the industry (Ross & Hartman, 1960: 166). However, to qualify this picture, "wage leadership" often accomplishes the same results as multi-employer bargaining and there has been, in North American unions generally, a historical shift of power from the local to the regional and national levels, as the "master agreement" more commonly replaces the contract at plant level (Lester, 1959: 24).

The NFFAW is untypical of North American unions in this respect, for it is highly centralised in government and control of finances[5] as well as in bargaining, negotiations increasingly being conducted at an industry, rather than company or plant, level (see below, p.109). The structure of the fishing industry is outlined below (pp22-28, 32-38). At this juncture, suffice it to say that the structure of the industry is not, of itself, conducive to centralisation of collective bargaining processes, nor of other union functions. There are presently seventy-one fish-processing companies operating at 106 locations in the province (Newfoundland & Labrador, Department of Fisheries, 1977), although, in terms of volume of fish purchased, the trade is increasingly coming to be dominated by a small number of firms. Nor does the legislation governing collective bargaining within the fishing industry encourage centralisation (see below pp.65-6). In the industrial sector of the industry, legislative provisions for the certification of bargaining agents and for the negotiation of collective agreements are oriented towards plant-level procedures (see SN15, 1950: 57-60). In the case

of fishermen, the relevant legislation specifies the unit for collective bargaining to be "a group of fishermen appropriate for collective bargaining" (SN53, 1971: 200), which has been interpreted in practice to mean the hinterland of a single fish-processing plant.

Some writers have discerned a lessening of militancy on the part of unions in their dealings with employers since WW2. Lester (1959), while holding that a simplistic "agitators to bureaucrats" view pays too little attention to the specifics of individual unions, argues that such changes are a consequence of the evolution of the union movement. In their earlier days, Lester argues, unions had to struggle for their existence in addition to organising workers and negotiating contracts, whereas the "mature" union achieves recognition as bargaining agent through certification by the Labour Relations Board (LRB) and, as contract negotiations become more technical in nature and require more expertise, "carefully prepared presentations and disciplined representations" replace the confrontational tactics of the militant amateur (Ibid: 23-4). The character of the leadership of the mature union also differs from that of unions in their formative stages, as the skilled administrator supplants the 'missionary' figure and the union leader becomes, in pay, status and position within a promotional heirarchy, equivalent to middle management. (Ibid: 26).

Galbraith (1967) also considers that unions are losing power, becoming less militant in relations with employers and less powerful politically. While profit-maximising entrepreneurial firms have traditionally battled against unions and have "usually wished

that they did not exist", the modern business corporation, dominated by the "technostructure", which is primarily oriented towards security rather than maximum profit, has come to accept the unions and to accede to their demands in order to win freedom from industrial conflict (Ibid: 263-5).

Galbraith's hypothesis applies in some measure to the case of the NFFAW, in that most active opposition to unionisation in the fishing industry has come from operators with reason to fear that a union would pose a challenge to their social position in the communities in which they were established, whereas the firms which have been most conciliatory to the union are those most readily assimilable to the model of the "modern" impersonal business corporation. Further, in personal communications to the writer, representatives of both sides of the industry have stressed that union and companies enjoy a viable day-to-day working relationship. Lester's portrait of the changing nature of union-employer relations does not accord so well with the case of the NFFAW. In fact, the most "militant" period of the union's history followed, rather than preceded, the formative stage - that is, the stage of organisation. Further, as is observed in chapter 3 below, the direction in which Richard Cashin has evolved does not approximate to the career-path of middle management.

The NFFAW and social reform.

The dominant ideology of the modern North American union has been characterised as that of business unionism - that is, the belief that the principal business of unions is to undertake collective bargaining. Peterson describes the business union as

"an organisation with the limited objective of improving the condition of its own members in contrast to an organisation which also considers itself an agent or catalyst for broad social and economic reforms" (Ibid, 1963: 43), the administration of many of the larger unions being in all respects similar to that of a business corporation. Radicalism has not, however, always been absent from North American unionism; it was exemplified in the types of union which Hoxie, first writing in 1921, identified as "friendly, or uplift" and "revolutionary" unions (Ibid, 1966: 47-8) while, in Canada, the "One Big Union" of the Winnipeg general strike sought to substitute a co-operative worker-controlled society for the capitalist order (Bercuson, 1974). However, at present, the ideological aspects of industrial unionism "have now largely atrophied" (Barbash, 1967: 23) and, as Ross and Hartman observe, "the North American union has, in general, maintained a low level of political involvement" (Ibid, 1960: 168).

The NFFAW functions as one middle-range interest group among many in a plural society, whose economic actions may have political consequences (Cashin, 1977). Up to the present, the NFFAW has not attempted to directly enter the political arena as did an earlier fishermen's union, the Fishermen's Protective Union of Sir William Coaker (see below, p.56), and it seems unlikely that it will do so. Since its inception, the NFFAW has propagated a design for comprehensive reform of the structure and operation of the fishing industry and has asserted the need for the workforce to play a greater part in decision-making, and to enjoy a more favourable social and economic status, as a prerequisite to reform. In essence, the union maintains that the industry has been inefficient because the

workforce has not been organised and because the fish companies have been 'featherbedded' by financial support from the Federal Government, which is seen as the real paymaster of the industry. A commitment to the careful management and expansion of the industry and of the resource on which it is based on the part of the federal government is advocated; then the fishery will enjoy the secure future that it is essential to the future development of the province that it should have. In this view, the fish companies are obstructive and, in the long term, irrelevant, while Ottawa is uncaring and the provincial government is partial to the fish companies' interests and is lax to the point of irresponsibility. Cashin, almost alone among provincial intellectuals, is also critical of the social organisation of the province and of its relation to the Canadian confederation, and he accomodates his critique of the provincial fishery within the confines of a thorough-going critical view of the history, present state and advisable future direction of Newfoundland society.

In order to elucidate the nature of his philosophy, the text of a recent speech by Richard Cashin is reproduced in Appendix A, and I shall use this speech as an illustration of the union's philosophy and its status as a radical, popularly-based social movement. This implied identity between the union's philosophy and that of Cashin reflects Cashin's role as publicist of the union's cause and should not be taken to imply that other members of the union executive follow Cashin's ideological lead and make no substantive contribution of their own towards the formulation of union policy. Broadly speaking, the problem which Cashin addresses in this speech is informed by a socialist perspective, in the diffuse sense that the term "socialist" has come to bear in western social democracies.

In the opening paragraph, Cashin defines his problem as the need to "ensure that the resources of Canada's coastal areas will be managed and harvested for the benefit of the people who live in the coastal areas". Cashin later complains that previous studies of the fishing industry have been imbalanced by an undue concentration upon productive matters to the neglect of the industry's social aspects. While specifically eschewing complete nationalisation of the fish companies as a remedy for the ills of the industry - a subject upon which the union's position has fluctuated over the years - Cashin calls for "proper leadership from the public sector" in marketing and in the creation of a comprehensive fisheries policy.

The speech is also marked by nationalistic assumptions - by which I mean that, in attempting to resolve his set problem, Cashin turns to a consideration of what may be termed the "soul" of Newfoundland. Here, he approaches the use of myth, as Cohen (1975: 12) has conceived it. In this view, Newfoundland is, at heart, a fishing society, which owes its "existence to the historic pursuit of marine resources". The fishery remains, now and for the foreseeable future, "the only industry located in the region in which we have even an outside chance of becoming the major centre in the world". With the declaration of the 200-mile limit, there is a risk that the fishing resource may, as with other natural resources in the past, be the object of a "sell out". This forms part of an historic pattern, in which Newfoundland has itself, on two occasions, been given away.[6] To make optimum use of the opportunities afforded by the declaration of the 200-mile limit, it is necessary to reverse this historic pattern.

There are also elements of populist thought in Cashin's approach to securing the future of the fishing industry, and of the "fishing society". Worsley, while observing that the label of "populist" has been applied to a variety of dissimilar movements, holds that, nevertheless, at a level of abstraction above that of the specifics of individual movements, two broad principles of similarity exist among this variety. Populism, for Worsley, entails subscription to two cardinal principles: (1) "The supremacy of the will of the people over every other standard, over the standards of traditional institutions and over the will of other strata. Populism identifies the will of the people with justice and morality". (2) The second cardinal principle of populism relates to the desirability of popular participation in political action; here, "serious, effective and independent popular intervention' should be distinguished from merely rhetorical populism without widespread popular participation, which is not to deny the sociological validity of the latter (Worsley, 1969: 244-5). Through popular participation, the populist movement attempts to put into practice the concept of the supremacy of the will of the people.

Further, Worsley stresses that features of this ideal type are found in political cultures which are not populist in character; and that, as in the case of Naziism, the populist syndrome may exist as one strand within a political culture which also includes others. Worsley suggests, then, that "populism is best regarded as an emphasis, a dimension of political culture in general, not simply as a particular kind of overall ideological system or type of organisation" (Ibid: 245).

Cashin's prescription in this speech for the future development of the fishery and of the province assumes that it is, not so much the people's will, as their strength which can break the "historic pattern". The developmental efforts of Newfoundland governments have been dedicated to the pursuit of "that illusive phantom of industrialisation". While the economy of post-confederation Newfoundland displays many of the hallmarks of modernisation, such as growth of the urban sector and centralisation of population, stable industrial employment remains at a premium in the province. Emphasis upon industrial growth has, Cashin maintains, merely resulted in "bigness", the concentration of political, social and economic power in the hands of a few, many of whom are located outside the region. Only through future concentration upon those pursuits which Newfoundlanders "know how to do, and do well" and through involving the fisherman and the worker in the making of decisions can Newfoundland secure the destiny of its people.

The NFFAW as a social movement.

It is a central premise of this thesis that the NFFAW is more than 'simply a union' and it is essential for an understanding of the events of the trawlermen's strike of 1974-5 and the rhetoric which formed an element of the struggle that the union be considered in a broader perspective than that of a vehicle for collective bargaining. The perspective adopted here is that the union displays many of the characteristics of a radical, popularly-based social movement, in addition to being an institution organised to carry out conventional union activities.

While, little more than a decade ago, one analyst of the sociology of social movements could describe the field as one which had received "relatively little emphasis" (Killian, 1964: 426), presently the literature is voluminous. While a lengthy exegesis upon the subject would not be appropriate here, some clarification of the meaning to be attached to the concept is in order. Of interest here is the criticism which Banks (1972) has levelled against writings in the functionalist tradition on the subject of social movements. Banks argues that earlier formulations have lacked "conceptual clarity or relation to a theoretical framework of general sociological significance", and have regarded social movements as the creatures, rather than the creators, of social change. Further, the implied homology between social movements and collective outbursts of protest and other unconventional behaviour - these being contrasted with institutionalised behaviour - associates such movements with deviance and sees them as symptomatic of some malfunctioning of society. Social movements, thus defined, are seen to lie outside the social structure and are, perforce, episodic in nature, arising from the presence of social strains which are then "resolved" within the context of a successful movement which will then either disappear with the removal of the strains which led to its creation or become institutionalised over time, in which case the movement is said to lose its "distinctive characteristics" (Banks, 1972: 10).

Banks also criticises earlier formulations of social movements within the functionalist tradition - specifically those of Blumer (1951) - on the grounds of empirical adequacy. Blumer distinguishes between "general" and "specific" movements, the former

consisting of "groping and unco-ordinated efforts", without concerted action by the affected group but forming a general consensus among the individuals involved. A specific movement grows out of such a general movement as an "expression of the activities of interest groups and pressure groups which have fairly well-defined goals" (Ibid: 202)." A specific movement, then, is a form of social organisation. With the passage of time a specific movement developes, largely through its interaction with the rest of society, such organisational traits as a structure, philosophy, rules, leaders and a common identity. In contrast to this notion of social movements growing naturally out of, and serving to focus, vaguely perceived discontents, Banks stresses the element of creativity involved in the formation of social movements, thus differentiating them qualitatively from outbursts of protest by the criterion of being "socially constructive". Moreover, if one recognises that men may invent social techniques and exploit them in the same fashion as they may with material techniques, then one may see social movements as merely one type of innovation: "The element of creativity in the formation and perpetuation of such a social movement is in no way distinct from that which produced the steam-engine and the motor car" (Banks, 1972: 15).

Therefore, in Banks' view, a social movement is a socially creative organisation which, under an innovative leadership, attempts to implement an ideologically-based programme of measures for change. Historically, attempts to control the direction of social change appeared in relatively recent times, such changes in pre-industrial days being largely the unanticipated consequences of men's efforts to

"permanently alter some aspect of their circumstances" (Ibid: 41). Moreover, the social movement is particularly appropriate to societies which have a basically favourable orientation towards innovation in general, though, historically, innovation in attempts to exploit and control the natural world have antedated the extension of such techniques into the social realm (Ibid: 29).

Mauss (1975) also considers social movements to be creative agencies and his approach to the conceptualisation of social movements goes beyond that of Banks in criticising (or rather, in carrying to a logical conclusion) the relationship which the literature posits to exist between social movements and the social problem which gave rise to such a movement. Acknowledging a debt to Berger and Luckmann (1967), and influenced by symbolic interactionism, Mauss inverts the customarily assumed relationship between social movements and social problems by arguing for an identity of the two. Competing realities held with equal sincerity by different individuals and groups are "objectivated" in language. Accordingly, the existence of a social problem becomes a matter of perception and definition rather than inhering in the objective reality of the problematic situation. Social problems may be created which have no basis in fact - e.g., witchcraft - while severe social distress or change may appear without its occurence being perceived as a social problem (Mauss, 1975: 7).

In this view, therefore, social problems originate in public opinion rather than in objective reality. It is not the case, Mauss argues, that a social problem leads to a social movement, but that a social movement, by entrepreneurship, by winning over a segment of public opinion to its cause, creates a social problem in attempting

to solve it. The author concludes: "Since, therefore, a social problem is dependent upon a social movement for its very existence and is, practically speaking, coterminous with it, we might say that a social problem is simply a kind of social movement" (Ibid: xvi). Such an approach also raises questions concerning causation, specifically with regard to the distinction between necessary and sufficient conditions for the creation of a social movement. Broadly speaking, to adopt Mauss' views is to deny that social change leads to the formation of a social movement, although one may concede that social change may give rise to new information to which the social order must adapt, though such new information is itself subject to interpretation from a wide variety of possible sources, one of which is the entrepreneurship involved in the formation of a social movement.

Union members: the workforce of the fishing industry.

The fishery, historically the mainstay of the Newfoundland econony, has, in recent years, contributed only some 6% of the gross provincial product, although in 1973, it afforded employment for approximately 15% of the labour force (Copes, 1973: 9). The fishery is conventionally divided into inshore, nearshore and offshore operations. Most of the employment in the industry is concentrated in the small-boat inshore fishery which uses a relatively simple technology and substitutes abundant labour for scarce capital. Some analysts, notably Copes (1961, 1964, 1970, 1973) have argued for the dissolution of the inshore fishery - characterising it in terms of little capital investment, low productivity and incomes, a relatively slow rate of

technical innovation, a short fishing season and a reliance upon the exploitation of a limited number of marine species - in favour of the offshore fishery. Brox (1972: *passim*), however, attributes the retardation of the inshore fishery to the low level of landing prices paid to fishermen, which was itself a function of (*inter alia*) the low bargaining power of non-unionised fishermen *vis-a-vis* fish buyers and the political underdevelopment of the rural Newfoundland community. In recent years, many fishermen have acquired larger, more adaptable vessels (known locally as 'longliners') which pursue a more diverse, capital-intensive fishery throughout a longer season than is traditional. However, these vessels have proved to be expensive to operate and the adoption of 'longliner' fishing has not been universally successful.

The inshore fishery is prosecuted with a variety of types of gear and through a variety of contractual arrangements between the members of a crew, although, ideally, crew recruitment is based on kinship ties, especially on the male agnatic bond (Firestone, 1967; Faris, 1972; Nemec, 1972a). Members of such a crew would each contribute a share of the gear required for the summer 'voyage' and would each receive an equal share of the proceeds thereof. Any deficiency arising from this pattern of crew recruitment would be made good by hiring a 'shareman' who would contribute only his labour to the voyage and would receive less than a full share of the proceeds of the voyage (see Newfoundland & Labrador, 1972: 437-9). Relations between members of the fishing crew were egalitarian and there was little role specialisation. Although the inshore fishery has traditionally been associated with an orientation towards subsistence

production (and therefore poverty, from an urban point of view), in recent years it has provided the basis for a low but stable level of household income, if both cash and non-cash incomes are taken into account. One source cites an average annual household income of $4900 in 1974 for communities in which fishing was the major occupation (Environment Canada, 1976: 18), although this does not take into account the value of non-monetary income of various kinds, the contribution whereof to total household income has been shown (Brox, 1972: ch.2) to be considerable.

The offshore fishery is conducted by trawlers operating out of approximately a dozen ports on the island. Unlike the inshore and nearshore fisheries, where fisherman-ownership prevails, offshore boats are owned (1974) by nine companies (see below, p41). Prior to the 1974-5 trawlermen's strike, trawlermen were not recognised as employees of the companies on whose boats they sailed, but as 'co-adventurers' with the companies, their pay depending upon the success or failure of the individual voyage (Andersen, 1972: 132-3; Newfoundland & Labrador, 1972: 437; Harris, 1974: 30 and passim; Brox, 1972: 46). In consequence, earnings fluctuated considerably, and a poor catch could leave the crew members with little or no pay at the end of ten days at sea. Trawler fishermen were also denied many statutory benefits applicable to shore-based workers.

Unlike the English trawlermen described by Tunstall (1969), Newfoundland trawlermen are not drawn from an urban proletariat, but from the rural hinterlands of the centres from which the trawlers operate (Proskie & Adams, 1971: 11; Andersen & Wadel, 1972: 5). Recruitment to trawler berths is through "an informal personal

reference system" (Proskie & Adams, 1971: 49) and ties of kinship and friendship, used to crew the boats, are widespread both among and between trawler crews (Ibid: 51-2). Lacking a regular employer/employee relationship, trawlermen were hired to a ship on a trip-by-trip basis, being free to take trips on shore, to obtain other work or to sail on another vessel. Working conditions on board trawlers were hazardous, especially during winter, and accidents were not uncommon. Trawlermen were also subject to demands made upon them by wives and families which required them to spend time on land. In consequence, crew turnover was high, many trawlermen worked less than a full year (defined as twenty-four ten-day trips) and fewer sailed for a full year on the same vessel (Ibid: 36-7). However, in the case of both the Yorkshire and Newfoundland fishermen, while they enjoyed higher incomes from fishing than would be offered by available alternative shore-based employment, only a small percentage valued their occupation highly enough to encourage their sons to follow them on the trawlers. Trawler fishing was not considered attractive employment and was frequently regarded as an occupation to be followed when no other was available (Ibid: 53; Brox, 1972: 43-9).

In addition to inshore and offshore fishermen, the union membership includes workers in the fish-processing plants, a sector of the industry which has grown with the expansion of the frozen fish trade since WW2 and espcially since the 1960's. There are approximately 100 fish-plants in the province, of which only 16 operate year-round, 12 of these being supplied by trawlers. The remainder are dependent upon the inshore fishery and operate at capacity only during the summer and early fall. The trawler plants are located in communities which,

although undergoing rapid change, often remain firmly embedded in the rural, outport sector, while their workforce - both plants and trawlers - is drawn from the rural hinterlands of these towns (Brox, 1972: 43; above, p.24).

Most writers have depicted the fish-plants, together with the trawlers which supply them, as constituting a "modern" industrial sector of the fishing industry, which is engaged in the fresh-frozen fish trade, and have contrasted this with the "traditional" inshore sector, which is primarily based upon the production of salt cod (Brox, 1972: 6; Copes, 1973: 10). Such writers have emphasised the dualism inherent in the fishing industry, although their prescriptions for removing or bridging such dualism have varied drastically. Notwithstanding the structural disjunction between these two sectors, personnel flowed easily across the boundary. The traditional economic adaptation of rural Newfoundlanders, being oriented towards subsistence production, stood in need of an annual cash infusion, which could be derived from a variety of sources - inshore or offshore fishing, fish-plant or other local wage work, transfer payments or migratory wage-work (Brox, 1972: 16-19; Wadel, 1969: 45-62). Any attempt to assign rural Newfoundlanders to a single occupational category, such as 'inshore fisherman', would therefore be misleading.[7] Traditionally, fishing comprised one component of an occupationally plural adaptation to a marginal economic niche - one, moreover, in which the mixture of activities varied both seasonally and from year to year (Brox, 1972: 14ff; Wadel, 1969: 39-55; Chiaramonte, 1970: 8-9).

The distinction between modern and traditional sectors of the fishing industry, so striking to observers in the 1960's, has since been

eroded by the decline of salt-fish production in favour of selling fish fresh to plants (Faris & Antler, 1973), and by the growth of an active, mobile, capital-intensive nearshore fishery as a function of government encouragement, the availability of fresh fish-plants and the disruption of traditional adaptations. This technological innovation has proved compatible with traditional patterns of crew recruitment and with traditional contractual arrangements among crew members, although there has been some tendency towards single-person ownership of vessels and gear (Stiles, 1972; Newfoundland & Labrador, 1972: 436), with consequent social and economic differentiation between owners and sharemen. For a shareman on a longliner, an income in 1977 in the region of $8 - 10,000 appears to be average (UF, September 1977). Contra Skolnik & Wadel (1969: 31), the pursuit of the longliner fishery does not usually form part of a traditional plural economic adaptation (Dean, 1971; Wadel, 1969: 73-83).

The membership of the NFFAW consists of several discrete groups with separate and, in many ways, conflicting interests. Should either fish-plant workers or fishermen withdraw their labour, the other group would lose income without standing to gain directly from the successes of the strikers. Among fishermen, users of different types of fishing gear often compete for the exploitation of the same ecological niche (Martin, 1973), while the impredations of the trawler fleet upon the inshore fishing-grounds are a source of constant complaint by small-boat fishermen. On the west coast of Canada, in British Columbia, these sectional interests within the industry - in addition to conflicts on ethnic lines - have given rise to a diversity of

special-interest fishermen's and other worker's associations, despite the oligopolistic character of the Trade. However, to some extent, these divisions have been contained within the ranks of the United Fishermen and Allied Workers Union (UFAW) (Griffen, 1974). In the Maritime provinces of Eastern Canada, inshore fishermen have generally formed associations rather than unionising along with trawlermen and plant workers (DN Fishermen's Annual, 1978).

Critics of the NFFAW have cited this diversity within its ranks as a potential source of disunity and weakness. However, the NFFAW has functioned as a disciplined and united force without overt sectional discord (see below, chapter 3). The union's president, Richard Cashin, citing the West German case (see above, p.10), argues that it is precisely the fact of diversity contained within a single, industry-wide union which inhibits factional strife and demarcation disputes (Cashin, 1977). Faris & Antler (1973: 6) also recognise the uniting effect of the inclusion of fish-plant workers and fishermen within the same union. Moreover, Cashin argues that it is the commonality of interest with regard to securing the conditions for the optimal management and exploitation of a common resource which effectively cements the disparate interest-groups within the union into a single force in dealing with employers and with governments. That is, to use Cashin's own metaphor, while each group may be interested in it's own 'slice', it is optimising the size of the 'pie' which is the common interest of all concerned (Cashin, 1977).

The union president: Richard Cashin.

The NFFAW's president, Richard Cashin, was one of the founders of the union and has been, to date, its only president. He was born in

St. John's in 1937, the son of Laurence V. Cashin, a businessman, himself the son of Sir Micheal Cashin, a former Prime Minister of Newfoundland (Thoms, 1968: 48). Richard's uncle, Major Peter Cashin, had led the anti-confederate forces in the 1949 constitutional referendum. Superficially, Cashin was thus born into the ranks of the St. John's Roman Catholic establishment. However, his family is not totally divorced from its rural roots and the Cashins are still perceived as one of their own 'crowds' by the inhabitants of the 'southern shore' of Newfoundland (Tom Nemec, personal communication). After early education in St. John's, Richard Cashin studied at St. Francis Xavier University in Antigonish, Nova Scotia, where he was active in student politics and in the co-operative movement and was Prime Minister of the Maritime Universities Parliament. It was during his time in Antigonish that Cashin first made the acquaintance of Father Desmond McGrath, then a seminarian, subsequently to be co-founder with Cashin of the NFFAW. Following graduation, Cashin studied law at Dalhousie University in Halifax, Nova Scotia, graduated in 1960 and married that year. During their time at St. Francis Xavier, both Cashin and McGrath were heavily influenced by the Antigonish movement, which had been founded by a Catholic priest during the 1920's and which preached the value of producers' co-operatives as a middle road between capitalism and socialism.

Cashin made his political debut in 1962 as the successful Liberal candidate in the federal riding of St. John's West, winning the seat by a slim margin only to see the election declared void by the Supreme Court of Newfoundland due to irregularities in connection with the Services vote. A bye-election was called, but a further federal

general election was held in 1963, in which Cashin won the same seat by a margin of 3,000 votes over his Progressive Conservative opponent. Cashin thus became federal member for a riding which included the constituency which both his grandfather and his uncle had represented in the provincial Assembly. Cashin was re-elected in 1965 and held the St. John's West seat until 1968, when six of the seven sitting Liberal members in Newfoundland ridings were defeated. During his time in Ottawa, Cashin served as Parliamentary Assistant to the Minister of Fisheries, in which capacity he was associated with the legislation leading to the establishment of the Canadian Saltfish Corporation. In parliament, he urged the creation of a body on the lines of the Wheat Board to develope markets for Canadian fish and for the expansion of credit facilities for fishermen (ET 25.10.63). He also urged fishermen to adapt to a nearshore fishery and to involve themselves in co-operatives, community councils and fishermen's unions in order to better their lot (Memorial University, Extension Service, 1967). He also, while in Ottawa, garnered a reputation as a political maverick.

Cashin's career with the NFFAW is described in detail in chapter 3. After his electoral defeat in 1968, Cashin became president of the provincial Liberal party, opposing Premier Smallwood's own nominee to win the post of which, however, Cashin was only briefly incumbent - nine months later he resigned, claiming that the party was on a "self-destructive course" (Gwyn, 1972: 290). Cashin's flouting of Smallwood's will seemingly did little to diminish the Premier's regard for his abilities; in 1963, Smallwood had described Cashin as "a coming man" (ET 23.3.63) and in 1971 made him a proposal tantamount

to an offer of the provincial Liberal succession (Gwyn, 1972: 346-7). However, his political interlude over, Cashin renewed acquaintance with the fishermen. He represented a group of fishermen in a legal capacity in a pollution-damage suit, and won an out-of-court settlement. Subsequently, he involved himself in working with fishermen's groups in the north of the island and thereafter joined forces with Father McGrath in launching the NFFAW.

For a time, in 1969-70, it appeared that Cashin was moving in the direction of the New Democratic Party (NDP) which was, at that time, seeking to expand its operations in the province. In January, 1970, Cashin held talks in St. Johns with the national secretary of the NDP, who, when asked if Cashin would seek the party provincial leadership, replied, "There is a great deal of substance to that rumour" (DN 16.1.70). In a speech at Memorial University, Cashin, while denying any NDP affiliation , declared that he was "still vitally interested in politics" and urged people not to think any more in terms of a choice between Liberals and Conservatives (ET 19.1.70). Subsequently, it was rumoured that Cashin was being promoted for leadership of the provincial NDP by T.C. Douglas, to the chagrin of some local party members, who resented this federal intrusion into provincial affairs (DN 10.2.70). Whatever the truth of these allegations, no more was heard of the subject, though rumours linking Cashin's name with the NDP continue to circulate in St. Johns and Cashin continues to deny them.

Although his career with the NFFAW has been, at times, stormy, under Cashin's presidency the union, composed of diverse groups, has functioned as a unified and effective organisation and

has become a major force within the Newfoundland Federation of Labour, of which Cashin has been (1976-7) secretary. Examples and analysis of Cashin's rhetorical behaviour form the subject of chapters 5 and 6 below. Cashin is a powerful, articulate and - at times - emotional speaker, a flamboyant public figure with theatrical and oratorical powers which few of his contemporaries can match. He has consistently been critical of both the present organisation of the fishing industry and of the social organisation of Newfoundland, associating the evils of both with "feudalism" (Nemec, 1972b: Chapter 3) and a "colonial mentality" and with a tradition of exploitation and of subservience to authority. He is a familiar figure to consumers of the media.

The companies.

At the time of the 1974-5 trawlermen's strike, nine companies[8] were operating trawlers out of Newfoundland ports, of which seven were involved in some stage of the strike. The seven companies involved in the strike were:

1. Atlantic Fish Processors, sailing out of Marystown.
2. Bonavista Cold Storage, sailing out of Grand Bank.
3. Booth Fisheries, sailing out of Fortune.
4. B.C. Packers, sailing out of Harbour Breton.
5. Burgeo Fish Industries, sailing out of Burgeo.
6. Fishery Products, sailing out of Burin, Catalina and Trepassey.
7. National Sea Products, sailing out of St. John's.

Of the seven, only two - Fishery Products and Bonavista Cold Storage - were Newfoundland-owned concerns, the others being

subsidiaries of U.S. and mainland Canadian companies. The two companies not involved in the strike were Gaultois Fisheries and John Penney & Sons of Ramea, both of which were controlled by the Lake Group. Neither of these companies was unionised at the time of the strike, but a third Lake-controlled company - Bonavista Cold Storage - was one of those to be strike-bound. When the strike began, in June, 1974, the union was certified to represent trawlermen with five of the above companies. Certification for Booth's trawlers became effective a few weeks after the onset of the strike, which they then joined, while certification for Bonavista Cold Storage became effective in the interval between the 1974 and 1975 episodes of the strike, the Grand Bank trawlers being tied up only during the second phase of the strike.

The fresh frozen fish industry began during WW2 and subsequently expanded to largely supplant the traditional saltfish trade (Alexander, 1977). The larger fresh fish corporations ensure a year-round supply of raw materials to their plants by operating their own trawler fleets. In 1974, the nine trawler companies operated a total of 75 trawlers, of which 48 were stern-trawlers, mostly built during the late '60's and early '70's, while 27 were smaller, less productive side-trawlers. The total number of persons employed on the trawlers was 1,045, while a further 3,323 were employed in fish-plants which were dependent upon the trawler fleet. The total capital investment in the offshore fishery, in plants, equipment and trawlers, exceeded $100 million (Crosbie, 1975: 4). Vertical integration[9] in the offshore fishery stretches from

catching through processing, marketing and distribution, with rarely more than a single break in the product chain (Copes, 1973: 20). The trawler fleet accounts for more than 60 percent of the total volume of the catch landed in Newfoundland ports (Copes, 1970: table 10). Although individual trawler companies had been involved in industrial disputes with the NFFAW at various times, the companies did not present a united front against unionisation of the industry and showed themselves willing to recognise and to negotiate with the union (see below, chapter 3).

Fresh fish companies which do not operate their own trawler fleets depend upon the inshore fishery for a supply of raw materials and operate at capacity only during the summer and early fall. They enjoy a weak marketing position vis-a-vis larger companies, often allowing the latter to handle their marketing arrangements. Most of the smaller companies are Newfoundland-owned; of processors' licences issued to non-trawler-owning companies in 1976-7, 52 were issued to firms with a single location, while 31 further sites were operated by 11 companies, an emerging middle range sector in which out-of province capital is becoming increasingly important.

Besides the modern , fresh fish sector of the industry, there is the traditional sector, in which inshore fishermen supply salt fish to merchants for artificial drying and processing. This sector has few links with the fresh fish industry, each comprising "a separate channel of economic activity stretching from resource to market" (Copes, 1973: 21). However, as noted above, the dualism in the fishing industry has, over the past decade, been resolved in

favour of fresh fish production in both the inshore and offshore fisheries (see above, p. 27). The role of the outport merchant and his power within the community have likewise changed over the period since confederation (see below, pp. 73-5). Collectively, all fish processors in the province have a voice through the Fisheries Association of Newfoundland and Labrador (FANL).

Extensive European settlement of Newfoundland dates only from the late eighteenth and early nineteenth century (Mannion, 1977: 5; Nemec, 1978), although the marine life of her waters had been exploited by migratory fishermen for some four centuries previously (Matthews, 1973). Until the end of the nineteenth century, almost the sole support of the Newfoundland economy was the production of salt cod for export (Copes, 1970, 1973). The cod was supplied and processed chiefly through the inshore fishery, although Labrador and Bank fisheries flourished intermittently (Copes, 1970, 1973; Ryan, 1971). Intermediaries between fishermen and markets were the outport and St. Johns' merchants, the former functioning as both retailers and buyers of fish and the latter as wholesalers and fish-exporters (Copes, 1973: 21). The trading system was characterised by the widespread use of credit, both between fishermen and local merchants and between local merchants and St. Johns wholesalers. The result was the aggregation of power in the hands of the merchants at the expense of the fishermen (see below, pp. 50-1). Economic and political power at national level was exercised by the St. Johns' merchants, known collectively as 'Water Street', after the thoroughfare where the chief merchants had their establishments, twenty of their number

being - supposedly - millionaires (Smallwood, 1973: 281). However, whatever its collective power, the mercantile order was not marked by the dominance of one or a few firms; as late as the 1940's there were thirty-two companies engaged in fish exporting and their number was hardly less in former years, while the largest fish exporter could claim less than ten percent of total exports (Alexander, 1977: 64). Until after WW2, relations between firms were highly competitive, which hampered the effective regulation of the trade (Ibid; McDonald, 1974). Investment and entrepreneurship in the salt fish trade was drawn almost exclusively from within the colony, regardless of the eventual destination of the capital surplus generated by the industry.

The economic climate of the post-WW2 years and the new circumstances generated by confederation lent fresh emphasis to the need to develope alternatives to the salt fish trade and led, during the 1950's, to the expansion of the fledgling fresh fish industry, which turned, albeit with variable financial success, to the supply of U.S. markets (Copes, 1970: 18). Fisherman-ownership did not survive the expansion of the 1950's, most of the trawlers being operated by fish-processing companies who, in order to ensure a year-round supply of fish, located their plants chiefly on the ice-free south coast, often in communities in which fishing was the only major industry. At this stage, most of the firms engaged in fresh fish production were local firms who had previously been engaged in the salt-fish trade (Copes, 1973: 16; Alexander, 1977: 140-1). During the 1960's, a number of large British and North American

companies, mostly associated with food-processing chains, entered the industry in Newfoundland, although several of these firms subsequently withdrew. The offshore groundfish industry grew rapidly during the late and middle 1960's, and a herring fishery briefly flowered during this period. (Copes, 1970: tables 6-10).

Critics of the performance of the fresh fish industry, as it has developed since the 1950's, charge that the industry has paid insufficient attention to a rational marketing strategy (Copes, 1973: 30: Alexander, 1977: 155 and passim). Unlike the salt fish industry, in which, since 1970, output has been marketed exclusively through a single Crown agency, sellers of Newfoundland frozen fish compete with each other on U.S. markets, which serves to depress prices and leads to instability in times of oversupply and/or market recession. Moreover, the industry has concentrated on supplying frozen groundfish to the U.S.A. In 1968, unregulated supply to a single market led to a crisis in the Atlantic Canadian fishery and the federal government was obliged to intervene with a programme of inventory financing and other support (see below,p.124). It is not possible to calculate the total amount of assistance given by both levels of government to the provincial offshore fishing industry, although it is certain that the figure, if calculable, would be large. One analyst goes so far as to allege that the industry had enjoyed "a free ride" (Walinsky, 1965: 6). Some of the major categories of government assistance to the industry up to the 1974-5 strike may be adduced. A federal government subsidy on trawler construction helped bring about a great increase in the size of the provincial fleet in 1967, the value of capital invested in trawlers

rising to $37 million from $17 million in the previous year (Copes, 1970: 28 and table 8). Newfoundland fresh fish companies received $9 million in financial assistance during the 1968 crisis, of which $2.5 million was repayable. The federal Department of Rural Economic Expansion (DREE) has given the industry more than $6 million in grants under the 1970 Rural Development Incentives Act (ET 11.1.75). Ottawa also paid 75 percent of the cost of the household resettlement programme after 1965 (Copes, 1970: 29). The provincial government has built a number of fish-plants which were leased to companies at cost (Copes, 1973: 46). In addition, the provincial government has given direct financial aid to the companies, in the form of grants, guarantees and loans and has seldom pressed for repayment of loans, of which $26 million were outstanding at the end of 1974 (Crosbie, 1975: 6).

NOTES TO CHAPTER 1.

1. Following the convention established by Faris (1972) and subsequently adopted by other authors published in the ISER series, throughout this thesis the use of double quotation marks indicates quotation from published sources (and from personal communication to the writer) or emphases by the writer, whereas the use of single quotation marks indicates local usage.

2. The following are eligible for membership of the fishermen's section of the NFFAW:

   (a) The owner or part-owner of a vessel engaged in the fishery and actively pursuing the fishery.

   (b) Any person who fishes with others for a share of the catch or wages.

   (c) Any person below the rank of officer on a trawler, dragger or seiner.

   (Memorial University Extension Service, 1971: Appendix B). Category (c) has since been expanded to include officers below the rank of captain.

3. See p.26 below and note 8 to chapter 3 (below, p.113). Also ET 3.1.77. p.3. The difficulties involved in defining a bona fide Newfoundland fisherman are discussed by Storey and Alexander (1974: 19-20).

4. The NFFAW incorporated the membership of Local 101 of the defunct Canadian Merchandising Employees Union - some 200 retail clerks. By the end of 1977, the NFFAW included approximately 500

retail and office workers.

5. All membership dues and other monies are remitted to the secretary/treasurer of the provincial council, a portion of which is subsequently remitted to the union branches to defray expenses (Memorial University Extension Service, 1971: Appendix A). In August, 1977, union dues were:

Inshore fishermen	... $3 per week
Plant workers	... three times the cutter's hourly rate per month ($4.55 per hour in 1978).
Trawlermen	... $8 per trip (24 trips in a full year).

Dues were only payable while members were working.

In the same month, the disbursement of union funds was as follows:

Provincial council	... 40%, covering the salaries and expenses of union staff, travel and hotel expenses, office expenses and the cost of publication of the Union Forum.
International Office	.. 30%, covering strike fund assistance, international conventions and office administration.
Local unions	... 26%, covering lost time, travel, hotel and meals, negotiations, arbitrations and conventions.

Others ... 4%, covering payments to the CFAW, the Newfoundland Federation of Labour and district labour councils.

(Union Forum, August, 1977)

6. Suspension of responsible government in 1934 and confederation with Canada, 1949.

7. There is, however, evidence of a trend towards specialisation. Press reports indicate that fish-plants and trawlers, as a function of higher wages, no longer suffer the high labour turn-over of the past, while the longliner represents professionalisation of the inshore fisherman.

8. At the time of the strike, there were nine companies operating trawlers in Newfoundland. They were:

(a) Atlantic Fish Processors, operating out of Marystown, a division of the U.S.-owned Jannock Corporation. The company leased the Marystown plant from the provincial government, who built the plant, from 1967-76, when the company sold plant and trawlers to Fishery Products Ltd. and withdrew from Newfoundland.

(b) Bonavista Cold Storage, operating out of Grand Bank, also controlled major plants at Bonavista and Fermeuse. A Newfoundland-owned concern, owned and operated by the Russell family until majority control was acquired by the Lakes in the early '70's.

(c) Booth Fisheries, operating out of Fortune. A firm based in Nova Scotia, where they also operate trawlers, a subsidiary of Consolidated Foods of Chicago, itself a subsidiary of Unilever. Took over the Fortune plant in 1959, sold out to the Lake Group in 1978.

(d) B.C. Packers, operating out of Harbour Breton, a subsidiary of George Weston Ltd. Operated several other south coast plants under the names of various other Weston subsidiaries. Established at Harbour Breton in the early '60's, later built and closed a herring plant there. Sold out to Fishery Products in 1977.

(e) Burgeo Fish Industries, operating out of Burgeo. These operations were bought from the Lakes by the provincial government in 1972 following the strike and operated by National Sea Products, who were buying the operations from the government over a period.

(f) Fishery Products, operating out of Burin, Catalina and Trepassey, in addition to major seasonal plants at Port aux Choix, St. Anthony and Twillingate. Previously the Monroe Export Co., this company pioneered the frozen fish industry in Newfoundland during WW2 and is still controlled by the Monroe family, although the provincial government acquired a forty percent share in 1976. The largest single firm in the Newfoundland industry, it has since acquired trawler plants at Marystown and Harbour Breton and is presently responsible for one half of the provincial trawler fleet.

(g) Gaultois Fisheries, operating out of Gaultois. Owned by the Lake Group.

(h) H.B. Clyde Lake was the 'parent' company of the Lake group, founded in the 1890's by H.B.C. Lake, a salt fish merchant from the Burin Peninsula who served as Minister of Fisheries and Marine for one month in 1932. The Lake Group controlled three trawler companies in addition to a marketing outlet in the U.S. and extensive shipping and other commercial interests.

(j) John Penney & Sons, operating out of Ramea. A Lake Group company.

(k) National Sea Products, based in Halifax N.S., operating out of St. Johns. At the time, majority owned by a subsidiary of Sobey Bros., with a minority share in the hands of Nickersons, though the proportions have since been reversed. Bought out the St. Johns plant when the British Ross Group withdrew, with majority federal and provincial government funding. Also operates Burgeo Fish Industries, and trawlers in Nova Scotia.

As may be seen, since the strike there has been substantial concentration of ownership in the provincial trawler industry, so that the entire Newfoundland fleet, and a substantial proportion of the Atlantic fleet, is controlled by three companies - Fishery Products, Lakes and National Sea/ Nickersons.

9. "A combination which unites under one ownership a number of

plants that are engaged in successive processes or stages of production and marketing" (Nemmers, 1970: 449).

CHAPTER 2

THE SETTING: UNIONISATION AND SOCIAL CHANGE, 1900-1974.

Although the progress of the labour movement in Newfoundland has generally followed the common North American pattern, its development has, until recently, lagged behind that of the United States and Canada. This lag does not betoken the absence of either the causes of, or the will to, collective action. Combinations of workmen are recorded in Newfoundland as early as the 1830's, while the historian of the province's labour movement says that "Wages and working conditions in Newfoundland seem to have been far from satisfactory, and evidence of dissatisfaction with employment conditions can be found consistently throughout Newfoundland's history" (Hattenhauer, 1970: 5). However, industrialisation, with the accompanying phenomenon of large-scale work forces, arrived late in Newfoundland, and it has so far resisted the attempts of successive governments to establish a stable industrial base. This failure has resulted in a chronic excess supply of labour. At the same time, the majority of the population, either uninterested in, or incapable of, gaining industrial employment, subsisted through various combinations of fishing, horticulture, hunting and seasonal wage labour. In consequence, the conditions which elsewhere gave rise to craft or industrial unionism have not, in general, been present in Newfoundland (Hattenhauer, 1970: 4).

Unionism in Newfoundland has developed largely in isolation from the mainstream of the North American labour movement, although some internationally affiliated unions existed in the Dominion before confederation and provided the initial stimulus for the formation of the Newfoundland Federation of Labour in the 1930's (Hattenhauer, 1970: 33). Free from such outside influence, the Newfoundland labour movement took on the peculiar colouring of the milieu in which it grew. Unions in Newfoundland cannot, in general, be accused of militancy in dealings with employers. For instance, in the woods industry, between 1940 and 1955, the relevant unions participated with the employers in the Woods Labour Board, described by its chairman as "an immense convenience to the companies", never held a strike in these fifteen years and do not seem to have made any serious attempts to challenge the will of the operators. In addition, some Newfoundland unions were run according to what may be glossed as highly irregular principles (Ibid: 193-5).

Until the turn of the century, the only unions in Newfoundland were small craft unions in St. John's in the "typical" trades, such as coopers and longshoremen (Mars, 1972: 1/16-21), associated, in this case, with the sea; thereafter, industrial unionism grew among the railway trades and in the pulp and paper mills. As to the character of this unionism, Hattenhauer doubts the existence of a labour movement per se: "The reason for the formation of almost all unions has been the same, namely, dissatisfaction with working conditions and protests against management attitudes and actions", (Ibid, 1970: 23). Management attitudes toward unions were typically

compounded of "paternalism and neglect" (Ibid: 24) in face of which unions have been condemned to an ongoing battle for recognition throughout their history.

The economic and political context of unionism in Newfoundland before confederation.

Throughout the nineteenth century, the Newfoundland economy rested almost exclusively upon the fishery, supplying salt cod to markets in Southern Europe, the Caribbean and Latin America. In turn, goods were imported from the United Kingdom (later from North America). Such an economy suffered from an inherent weakness for, while necessities were imported from wealthier countries, produce was exported to nations poorer than Newfoundland. While other colonised regions of North America prospered, Newfoundland's development was arrested at the "frontier" stage (Evans, 1966: 1). Until the latter half of the nineteenth century, the fishery afforded Newfoundland a viable economy; thereafter, the fishery, perennially starved of capital and marketing a product indifferently regulated as to quality, lost ground in overseas markets to better-organised rivals. Moreover, the trade was unstable, being especially vulnerable to changes in markets elsewhere, over which Newfoundland could exercise no control (Alexander, 1977: 19-23).

Successive governments, therefore, looked to utilisation of Newfoundland's land resources as a way of diversifying its economy away from exclusive reliance on the unstable fishery. In consequence, by the early twentieth century, "rising beside the staple fishing

economy was a new industrial economy, resource-based and organised around the company town and the work-camp" (Neary, 1973: 15). Industrial development sponsored the growth of a politically influential contractor group whose interest lay in supplying services to the "modern" sector of the economy and which served to divert political attention away from the "traditional" sector based upon the fishery. This dualism in the Newfoundland economy has persisted down to recent times (Brox, 1972: 6). The search for a stable industrial base proved elusive; the country's land resources were marginal to sources of supply elsewhere, and the enterprises which were established provided only limited permanent employment. Consequently, the desired transformation of the outport Newfoundlander into an industrial worker failed to materialise and the bulk of the population remained situated in the outports and employed in the fishery. These early attempts at industrialisation revealed Newfoundland's dependence upon outside sources of capital and entrepreneurship and the willingness of domestic governments to make massive public concessions to private corporations, two traits which have characterised subsequent attempts at economic development (Neary, 1973: 15-17).

The coming of the industrial era to Newfoundland had profound effects upon the outports, the tradition-oriented rural sector of the economy, even if they were not thereby directly transformed. Those outports within reach of industrial sites functioned as reservoirs of unskilled seasonal labour for employment in commodity production. At national level, industrialisation had the effect of raising the stakes in the established game of political patronage (Noel, 1971: 26ff).

This, in the personalised, individualistic politics of the time, could only result in the neglect of the rural sector by politicians "more attuned to the opportunities presented by the developers who controlled he rising industrial sector of the economy" (Neary, 1973: 19). The consequent decline in the political importance of the outports compounded the declining economic importance of the traditional sector based upon the fishery (McDonald, 1971, 1974).

Within the coastal outports, the population eked out a living from the sea supplemented to varying degrees by kitchen gardening, animal husbandry, hunting and trapping. The outporters did not form a rural proleteriat, but were independent producers whose subsistence was drawn from both subsistence and commodity production. Households were largely self-sufficient in production, needing only a comparatively small credit surplus for those commodities which they could not themselves produce. The family was the unit of production as well as of consumption; in consequence, families were large (Evans, 1966; Dyke, 1968; Brox, 1972; Wadel, 1969). The ethos of the community was strictly egalitarian and reciprocity was the aim in all interpersonal dealings (Szwed, 1966; Chiaramonte, 1970). There were few secondary groups, except for a small number associated with the churches. In most pre-confederation outports, the nuclear family was a constituent component of extended family units known locally as 'crowds' (Faris, 1972; Firestone, 1967; Nemec, 1972a). Exceptions to this rule were found along the south-west coast, where the organisation of work differed from the pattern common to most other regions of the island.

In this region, the resources of the nuclear family could be augmented by drawing on an extended kinship network or via mechanisms allowing for the formation of dyadic contracts (Szwed, 1966; Chiaramonte, 1970). In the absence of formal agencies of social control, rural Newfoundlanders sought to contain conflict by avoiding situations in which it might arise (Martin, 1973). The high value placed upon consensus and absence of aggression extended to encompass the display - or even the accumulation - of wealth and power, and thus inhibited the development of local leadership and entrepreneurship (Evans, 1966: 6). In any case, opportunities for social mobility or the accumulation of capital were rare except for the most exceptional or fortunate outporters.

Economic relations between merchants and fishermen were conducted according to what is variously known as the credit, supply, truck or 'dealer' system so fully described and condemned by Lord Amulree (Great Britain, 1933: 79-81, 102-6). Under this system, the fisherman received fishing supplies for the summer 'voyage' on credit, the ensuing debt being held against the value of the proceeds of the voyage. Prices of supplies and of fish were determined by the merchant, who could thus make a double profit, while the fisherman was seldom able to avoid debt for any protracted period. Moreover, the credit system fostered a series of individual dyadic patron-client linkages between merchant and individual fisherman. The relative merits and evils of this system need not be discusssed here; rather, the point to be emphasised is that the credit system prevented the accumulation of capital by the fisherman, removed his bargaining ability and trans-

fered the largest portion of the economic surplus generated in the fishery into the hands of the merchants. Little of this surplus was invested in the fishery and much of it was invested outside Newfoundland, a fact which explains the retarded rate of industrial expansion in the twentieth century on the island and in Labrador (Wadel, 1969; Copes, 1970).

The pattern of social stratification was straightforward, although the relationship between religious and social class divisions was complex. Power in the Dominion lay in the hands of a small group of St. Johns' merchants, most of whom were English and Protestant, who with government officials and clergymen, formed the dominant social class. They were separated by a small stratum of petty traders and artisans from the lower class, which contained the vast majority of the population, almost all of whom were fishermen, whose material conditions did not greatly vary with denomination. Divisions of class and of religion were reflected politically in "a struggle between those who sought to preserve the existing social cleavages and those who sought to bring about social and economic changes by persuading the majority of the people of the paramountcy of their class interests" (Noel, 1971: 5).

The imbalance of economic power in favour of St. John's and the merchant class was reinforced rather than redressed by the operations of the political system. Political power was heavily centralised in St. John's; few other communities were of sufficient size to support any form of local government, the development of which, in any case, faced an insuperable handicap in the absence of cash in

in the outports. The capital was also the administrative centre; few services were supplied to the outports and no direct taxation was imposed. Such administrative tasks as were necessary were executed by the local merchant, magistrate or M.H.A., or, especially in Catholic communities, by the clergy.

A political system thus relieved from the scrutiny of a critical public did not develope representative institutions, however much the outward trappings of government resembled the Westminster model. The 'spoils' system, whereby most government posts changed hands with a change in government, was in full force; moreover, most government allocations were divided among the various religious denominations in strict proportion to their numbers in the population (Great Britain, 1933: 86-9). Electoral support was mobilised through patronage, the dispensation of governmental largesse in return for votes (Nemec, 1972b: 114ff). Patronage was channelled to the outports through the M.H.A., who was, in turn, expected by his constituents to be able to obtain such benefits for them; the M.H.A. thus functioned as both patron and broker (Ibid: 130-4). Political parties were less impersonal institutions permitting the easy transfer of power than the creatures of individual politicians, for whom support was generally something to be purchased (Noel, 1971: 17-19, 30).

Due to the absence of local government and the infrequent visits of government representatives, relations between the individual community and the wider society were mediated through local brokers, who were usually drawn from the ranks of the local elite - clergymen,

merchants and sometimes an unusually successful fisherman - while such brokers as were not initially drawn from this stratum could expect to join the elite as a result of their brokerage activities (see Nemec, 1972b: 130-3). Few outporters except elite members could command either extensive education or regular contact with external agencies, so that elite monopoly of channels of communication in and out of the community reinforced their direct control over the disposition of first-order resources within the community. In consequence, the authority of elite persons was of broad compass and deference shown to them by outporters could assume extreme dimensions (Ibid: 117-129).

The Fishermen's Protective Union.

It was noted above (p.45) that the development of unions in Newfoundland, no less than elsewhere, was contingent upon the growth of a labour force working under industrial conditions, and that the retardation of unionism in Newfoundland is consistent with its retardation in economic and in other respects. Similarly, the character of collective action in the fishing industry has been contingent upon the structure of the industry and upon the nature of the productive relations to which it gave rise (Brym & Neis, 1978). An independently-owned small-boat fishery prosecuted by kin-based groups such as 'crowds' (Faris, 1972: 65-7 Nemec, 1972a: 13), and conducted from close to 1,500 (Matthews, 1976: 1) small, isolated outports dispersed along roughly 6,000 miles of coastline did not readily lend itself to collective action. The nature of economic and social relations between merchants and fishermen and the political institutions of patronage, brokerage and paternalism also militated against the formation of solidary economic groupings among

rural producers. Moreover, until 1971 there was no legal provision for collective bargaining by fishermen. By an Act of the Newfoundland legislature of 1837, British laws and statutes applied to Newfoundland except where there was alternative local legislative provision. This laid fishermen who engaged in collective action liable to prosecution on grounds of conspiracy, as in the United Kingdom (Newfoundland & Labrador, 1972: 47).

Given these circumstances, it is understandable that instances of collective action by Newfoundland fishermen have been few, although there were occasional examples during the nineteenth and early twentieth centuries, especially in the sealing industry, and a number of friendly societies existed among fishermen (Hattenhauer, 1970: 98-100). Nevertheless, in regions of the island where the organisation of work was conducive to social solidarity, and where the opposition was weak, conditions existed which permitted the emergence of a political and economic protest movement (Brym & Neis, 1978: 10ff). The functions and fortunes of this movement, the Fishermen's Protective Union, and of its leader, Sir William Coaker , have been chronicled and analysed elsewhere (Smallwood, 1927: Feltham, 1959; McDonald, 1971, 1974; Noel, 1971; Brym & Neis, 1978). However, there are several reasons why a brief account of this body should be included here. The prominence which the FPU attained and the hold which it exercised over the economic life of the Dominion during its heyday might be justification enough. Further, until the NFFAWU some sixty years later, the FPU was the sole instance of a large-scale collective movement among rural Newfoundlanders, and the commentators are prone

to draw comparisons between the two unions and their leaders. But chiefly, above its economic functions, the FPU was the sole instance in pre-confederation Newfoundland of a populist social movement; it therefore provided the only local model for succeeding activists to follow, and the only touchstone in tradition by which outporters might gauge the desirability of collective action on their part. Therefore, the influence of the FPU has extended beyond the period in which it was an important force in the political and economic life of Newfoundland (Feltham, 1969: 153).

The FPU was founded by W.F. (later Sir William) Coaker in 1908 and quickly spread among the fishermen of the predominantly English protestant North of the island to include some fifty per cent of the forty thousand fishermen of the colony within its ranks. Initially, the FPU was intended to function as a producers co-operative which could establish an economic price for fish and advise its members to withold their catch until this price was offered by the merchants. However, Coaker rejected Rochdale-style co-operation as unworkable in Newfoundland (McDonald, 1974: 19). Although the Fishermen's Union Trading Company was established to supply members with staple goods at attractive prices, it was a shareholding company and not a true producers' co-operative. The union also established an export company, a printing company, a shipbuilding company and a newspaper on a similar principle and, in a credit-based economy, all union companies dealt in cash. A new town, Port Union, located on the north-east coast, was built to house these enterprises.

The FPU also entered politics through the Union Party, founded in 1912, which commanded a sizeable minority of the vote in the 1913 general election. Although the Union Party's failure to encompass the Irish Catholic South in its ranks prevented it from ever achieving outright electoral victory, Union Party members, including Coaker, held cabinet posts in the wartime National government and in 1919 a Union/Liberal alliance prevailed at the polls. Coaker subsequently accepted the portfolio of Marine and Fisheries and introduced the Coaker regulations, an ambitious attempt to reform the fishing industry by imposing controls on the merchant sector (McDonald, 1971: 87). However, Trade opposition and political manouverings at home combined with marketing difficulties overseas frustrated the intent of the regulations, and Coaker was forced to withdraw them, leaving him bitter and disillusioned (Ibid: 95).

Coaker's aim was to achieve wholesale reform of the social, economic and political life of the colony, and each of the institutions which he created was a step towards this end (McDonald, 1971: 75). For each of the evils which he perceived he devised a remedy, union being the thread which was to unite all such endeavours. In the economic sphere, his solution involved a transfer of power from the mercantile order to the primary producers by circumventing the established economic structure, setting up a parallel structure to compete with the merchants and exporters. The union would not fail in this aim if it was unable to monopolise the trade of the island providing it was able to capture a large enough portion thereof to enable

it to function as price-leader for the remainder. In political life, the Union Party aimed at holding the balance of power in the House of Assembly, resting content with a series of alliances and accomodations to secure desired reforms rather than seeking outright power for itself (McDonald, 1974: 23).

In the Newfoundland outports, Coaker was confronted with stony ground for the growth of populism. The co-operative movement has never flourished there (Snowden, 1965), while the fishermen were 'divided from each other by multiple loyalties of community, religion and clientage, and the identity of 'fisherman' bore a stigma. Relations between members of the FPU were therefore to be of "incorporation" (Barth, 1966; Paine, 1974), in process of which "membership is made relevant to the mobilisation of group spirit and joint political action" (Eidheim, 1971: 68), through recodifying previously stigmatised behavioural idioms as positively valued elements of a group identity (Ibid: 74-5). Coaker therefore gave the movement many of the attributes of a fraternal society, with parades, oaths and a distinctive badge in the shape of a codfish, which FPU members wore pinned to their Guernsey sweaters. The fishermen, for their part, responded with more than ordinary devotion; floral arches and volleys of gunfire greeted Coaker when he visited unionised settlements and union meetings were closed with the invocation, "God save President Coaker".

Mindful of the quasi-religious fervour with which Coaker was received by his followers, one commentator has opined that he "exemplified in his person the qualities of Weber's charismatic leader" (Noel, 1971: 88). However, an alternative conceptual framework to

accomodate Coaker's relations with his followers, based on the concept of championship, will be found in a subsequent chapter of this thesis (below, p.221 ff). As evidence of Coaker's relation to his followers, we may consult his speeches to the annual convention of the FPU (Coaker, 1920). Coaker's powerful oratory, "a thing of elemental passion and rough eloquence" (Smallwood, 1927: 30), held his audiences spellbound. He appealed to them, not as a demagogue, but as one who held their affairs in stewardship, as one who, in his own words, had come to help the fishermen to help themselves. His speeches are larded with proverbs, religious allusions and appeals to basic notions of right, duty and fair play, not with justifications of the labourer's aspirations derived from political ideology. A typical Coaker speech commenced with an account of his stewardship over the preceding year, outlined the measures needed to carry on his work for the coming twelve months, and then requested the convention to grant him the authority to enable him to carry on his work on their behalf. True to the tradition of the united face of the people of an outport towards outsiders (Szwed, 1966: 105-9; Nemec, 1971: 10), the delegates never challenged Coaker's requests, responding in terms of praise to every point which he had made. "It was rare indeed that a delegate had anything of his own to put forward, since Coaker was the fount of their ideas and the inspiration of their decisions" (Smallwood, 1927: 30).

Despite the movement's initial successes in the field of co-operative buying and selling, the FPU could not break free from constraints arising from the underlying structure of Newfoundland society at that time, nor from the internal contradictions of the

movement, whose form was a response to these structural conditions. Reflecting the commercial and political pre-eminence of the capital, the operations of the movement became centralised in St. Johns, where they were conducted almost single-handed by Coaker himself. The sectarian principle (Noel, 1971: 21) proved too powerful for the movement to overcome, and, bereft of support from the Catholic South, the FPU was "reduced to a class-based regional organisation" (McDonald, 1971: 86) and Coaker was robbed of the opportunity to construct a stable political power base capable of frustrating all opposition. The political alliances and compromises which this imposed upon Coaker conflicted with his role as the elected champion of the fishermen, a contradiction brought to a head when Coaker supported the Conscription Act of 1917 against the wishes of the outport people, which drove a sharp wedge between him and his supporters. Thereafter Coaker was never able to command the adulation and unquestioning support of his followers as he had in the earlier days of the movement (Noel, 1971: 127; McDonald, 1974: 35). The union movement also suffered from internal contradictions. The perennial need for cash was solved by the device of the share-holding company, but, as only a minority of the members held such shares, this introduced a conflict of interest into the union ranks. It also helped to make Coaker's position increasingly untenable, as his responsibility to the share-holders conflicted with that to the general membership while, with the success of the union's commercial policy, Coaker himself came to command one of the colony's most substantial mercantile concerns.

The union movement did much in its early years to raise the incomes of the rural producers, to assure them of an enhanced share of the fruits of their labour and to relieve them of the yolk of the credit system (Feltham, 1959: 149-52). Alone in the history of Newfoundland, the union movement showed the rural population that they could exercise their concerted political strength in the service of their shared interests, and afforded the outports some experience of self-government (Ibid: 139).

Unfortunately, the hopes which the movement aroused among the fishermen made still more bitter the experience of the FPU's ultimate failure. Dismayed by the elusiveness of his goal of reform and deprived by the same token of the affection of many of his followers, Coaker, after 1920, came to espouse many of the principles which his movement had been designed to oppose. Thereafter, Coaker evinced little more than the pretence of serving any interest but his own, co-operating with politicians whose conduct he had previously condemned and openly defrauding his own companies. By 1930, Coaker had become the largest credit operator in the Dominion. He accepted a knighthood in 1923 and died, wealthy, on his Jamaican estates in 1937. The FPU continued in existence as a trading company until 1977, but had ceased to be a political force since the 1920's. Meanwhile, in the outports, "trust given and violated would not be given again", and much of the blame for the repeated failure of co-operatives in Newfoundland has been laid at Coaker's door (Gwyn, 1972: 24) - although this is, perhaps, unfair, when one considers the incompatibility of co-operation and the merchant system.

The political regime of J.R. Smallwood, 1949-72

The outporters' next chance, after Coaker, to radically alter their conditions of existence came in 1949 when, by the slightest of margins, the Newfoundland electorate chose confederation with Canada over the restoration of responsible government. The colony's vulnerable economy had proved unable to weather the depression of the inter-war years (Alexander, 1973), reducing the government of the day to petitioning the Crown to relieve the colony's distress. Parliamentary democracy was suspended in 1934 and, for the next fifteen years, Newfoundland was administered by a Commission of Government composed of British civil servants and nominated local representatives. Improved trade conditions contingent upon the coming of WW2 brought recovery to the Newfoundland economy, as did the construction of Allied air-bases on the island, ushering in a period of relative material prosperity, at the same time affording many Newfoundlanders their first glimpse of North American living standards. After 1945, the question of the colony's long-term future became pressing and Whitehall was moved to allow Newfoundlanders the choice of the form of government under which they would, in future, live. The option of joining the Canadian confederation triumphed in the second ballot of the referendum and Newfoundland, which had consistently rejected such a course during the previous eighty years, became Canada's tenth province (Noel, 1971; Gwyn, 1972; Smallwood, 1973; P. Cashin, 1976).

The accredited architect of confederation was Joseph Roberts Smallwood, a farmer and one-time broadcaster and "expendable political heeler" who duly became, in 1949, the new province's first premier, an

office onto which he held tenaciously for the next twenty-three years. Confederation had been won by the support of the Protestant northern rural areas of the province, the descendents of the 'baymen' who had supported Coaker (Neary & Noel, 1973); ranged against them had been the St. John's mercantile aristocracy, the Roman Catholic establishment and the predominantly Catholic areas of St. John's and the Avalon peninsula. A prime consideration which tipped the scales in favour of the confederation option was the attraction of the generous social services' benefits afforded by the Canadian state, which held out the promise of a regular infusion of cash payments - otherwise hard to obtain in the reciprocity and credit-oriented outports.

Smallwood quickly consolidated his support and was able to engineer himself a degree of power within his domain for which there are few parallels in Canadian history. In this, he was aided by an accomodation with the ruling Liberal party in Ottawa which has been described as:

> ".. a striking example of the phenomenon of elite consensus at work in the Canadian party system. The federal leadership accepted Smallwood's lead in Newfoundland affairs and when in power channelled federal patronage to the province through him. In return, Smallwood delivered in election after election a minimum of five of Newfoundland's seven seats to his Ottawa allies" (Neary, 1971: 5).

The Act of Union of 1949, which gave effect to Newfoundland's union with Canada - an astonishingly brief document for such a weighty matter - essentially provided for the resurrection of the dormant political institutions of the erstwhile Dominion, although it provided few guidelines as to how, in practice, these institutions were to work.

Competitive politics had been absent for fifteen years, the period of Commission government had undermined the strategic importance of local elites (Perlin, 1975: 120), and the mercantile aristocracy of St. John's proved to be politically inept and was, in any case, tainted by association with the anti-confederate cause. Smallwood therefore faced few restrictions upon his freedom to design his own regime, a freedom reinforced by his ability to show immediate, dramatic, material benefits to attest to the wisdom of the electorate's 1949 choice.

Smallwood reigned as patron supreme, claiming credit in personal terms for every benefit which flowed from confederation, every item of provincial and federal spending. This was an enormous political asset in a province where even a modest gain in material standards appeared to be a substantial advance and where the electorate was innocent of the details of the division of responsibilities between the federal and provincial levels of government. The widespread use of patronage - the "use of public resources to make personal allocations or allocations which can be perceived in personal terms in return for votes" - had historically been the dominant mode of mobilising electoral support in Newfoundland (Perlin, 1975: 117). However, Smallwood departed from the pre-confederation model of patronage in that he largely eliminated the intervening brokerage roles, involving elite persons at local level in favour of establishing a direct personal identification with the outport population (Perlin, 1975: 120). Smallwood personally made all government allocations, whether a contract to build a new oil refinery or a request for repairs to a

community wharf. The distribution of jobs, the location of new enterprises and improvements in public assistance programmes also fell within the Premier's purview (Ibid: 121). As the mystique surrounding his incumbency developed, Smallwood came to embody post-confederation Newfoundland in his person and made opposition to himself appear illegitimate (Cohen, 1975: 25). As a mediating symbol, Smallwood linked Newfoundlanders to each other and collectively represented the province to the outside world (Paine, 1978b). As an experienced journalist and broadcaster of the pre-confederation era, he recognised the potential value of the media and, therefore, after assuming power, virtually monopolised the use of the mass media for political purposes (Neary, 1971: 7), and daily interpreted the world's affairs to Newfoundland radio audiences.

Under Smallwood, the provincial Liberal party had "almost no structural existence beyond Smallwood's immediate associates, the legislative caucus and the party organisation in St. John's" (Perlin, 1975: 121). Federal politics in Newfoundland became an extension of provincial politics and federal M.P.'s became provincial ambassadors to Ottawa rather than "federal men" (Noel, 1971: 282). Candidate selection being in the hands of the Premier, the provincial M.H.A.'s were entirely dependent upon Smallwood, who, in any case, maintained alternative channels of communication with the constituences through the selective use of 'key men' at local level (Perlin, 1975: 121). To control members of his cabinet, Smallwood openly encouraged situations of conflict of interest (Gwyn, 1972: 237), and his practice of making

all major announcements himself further detracted from the autonomy of other members of the cabinet (Neary, 1971: 7).

The extent and durability of Smallwood's rule can only be understood with reference to the traditional political culture of rural Newfoundlanders; indeed, in this respect, there was much continuity between pre-and post-confederation Newfoundland. Neary has written, "For a variety of reasons, Newfoundlanders had not developed a very deep understanding of, or attachment to, democratic values ... there was much in their history that had conditioned Newfoundlanders, especially those who lived in the tradition-bound outports, to expect authority to flow from above (Neary, 1971: 6). Smallwood thus exploited the customary values of traditional outport life, some of which may be summarised as conflict avoidance, deference towards authority, reluctance to accept positions of leadership and disinclination to organise collectively, repugnance of criticism of existing leadership and a tendency to see all problems in stricly parochial terms (Brox, 1972: passim; Cohen, 1975: 25, 116; Carlson, 1973: Ch.5).

Post-confederation labour legislation.

Following confederation, the provincial government enacted labour legislation which, with some amendments, furnished the legal framework for the subsequent conduct of industrial relations in Newfoundland. Attempts to legislate a basic framework for industrial relations in Newfoundland had begun in the early twentieth century. The Trade Union Act of 1910 allowed for voluntary registration of trade unions, giving registered unions a semi-corporate status, without making any provision for the enforcement of contracts or placing any onus

to bargain upon the employer (Newfoundland & Labrador, 1972: 49-50).

Cohen has described pre-confederation labour legislation thus:

> "With the possible exception of the Trade Union Act, legislation does not appear to constitute the carrying out of a conceived social policy but, in a general climate of non-intervention, rather to be responses to particular situations which had given rise to dissatisfaction and unrest; when faced with unsatisfactory conditions of employment, the working people appear to have looked to the government to enact legislation to deal with their problem rather than to have relied upon self-help through collective action" (Ibid: 52).

Not until the Labour Relations Act of 1950 was there a commitment of public policy to the process of collective bargaining as an instrument of social pblicy (Ibid: 61).

The essential provisions of the Labour Relations Act of 1950 (SN 15, 1950) protected the right of the employee to join a trade union and, unlike earlier legislation, required an employer to bargain in good faith with a duly certified bargaining agent. A trade union certified by the LRB as having the approval of a majority of the employees in a bargaining unit held exclusive rights to represent all the employees in that unit. Once a collective agreement was negotiated, the agreement was binding upon both employees and employers and, during the life of the agreement, disputes were to be settled according to a procedure laid down in the Act, without recourse to strike or lockout until the legal procedures were exhausted. Should conciliation procedures fail to resolve the impasse, the Act provided for a vote to ascertain majority support for strike action before it could commence.

While, as Cohen says, this legislation may have been designed to regulate industrial relations as an instrument of social policy, Smallwood consistently showed himself to be unsympathetic to the aspirations of organised labour. Referring to the Smallwood era, Hattenhauer records that "provincial labour policy can be summarised in the term POLITICAL PRAGMATISM" (Ibid, 1970: 58; capitals in original). Behind Smallwood's attitude lay the fear that rising wages would hinder the progress of his economic development policy (see below, pp.68-72). When bringing down the 1950 labour code, Smallwood said: "Personally, consulting my own feelings, I would like to be associated with labour legislation that would be a model to the world, but we must temper that desire with the urgent desire to attract capital to Newfoundland" (quoted in Gwyn, 1972: 130).

Smallwood also feared that organised labour might usurp his prerogative to exercise unlimited sway over the province, as his handling of the loggers strike of 1959 illustrates (Gwyn, 1972; Paine, 1978b; Hattenhauer, 1970). With regard to the subsequent progress of the provincial labour movement, the most signal aspect of the strike was the Premier's intervention to decertify a mainland union, the International Woodworkers Association (IWA) which had become embroiled in a lengthy, bitter and ultimately violent dispute with the province's two pulp and paper companies, in the course of which Smallwood launched a tirade of invective aimed at the labour movement in Newfoundland (reproduced in Paine, 1978b). With the support of large sectors of public opinion, Smallwood succeeded in breaking the strike. In so doing, he dealt the union movement in Newfoundland a blow from which it was almost a decade recovering (Gwyn, 1972: 304; Neary, 1972:10, 18).

The decline of Smallwoodism, 1968-72

During the years following the IWA strike, Smallwood's power over Newfoundland society reached its pinnacle (Gwyn, 1972; Neary, 1972). He had astutely used the IWA controversy to weaken the political opposition, an ascendency heightened by the selective use of electoral boundary changes. Organised labour, following the IWA strike, made a brief but unsuccessful attempt to challenge the Liberals at the polls, thereafter lapsing into a mute, sullen hostility towards the government, while union membership in the province actually declined and the unions were powerless to oppose Smallwood's inpredations upon their functions.

The apogee of Smallwood's power was reached in the 1966 provincial elections, in which the Liberals won sixty-five per cent of the popular vote and all but three of the forty-two seats. Simultaneously, all seven federal Newfoundland seats were held by Liberals. Thereafter the Liberal ascendency in Newfoundland steadily waned. In the 1968 federal elections, Smallwood suffered his first reverse when, against the national trend, the Newfoundland electorate returned Conservatives in six or seven seats. At home, Smallwood was faced with a Conservative resurgence and by the emergence of dissent within the ranks of his cabinet. John Crosbie, scion of a wealthy merchant family, was the first of a new generation of 'managerial' politicians to stand against Smallwood. The Liberal party was then subjected to a period of intense factionalism and internal strife as competitive party politics re-emerged after an absence of more than three decades. Although Smallwood retained his leadership against Crosbie, his power was clearly waning, both in Ottawa and at home.

His government came under increasing opposition censure, especially in connection with certain industrial ventures which it was sponsoring. Failing to obtain a majority in the "tied" election of 1971, Smallwood's government resigned in early 1972, to be replaced by the present (1978) Progressive Conservative administration under the Premiership of Frank Moores (Gwyn, 1972; Neary, 1971, 1972; Cohen, 1975).

To understand why the Smallwood Government's fortunes abated just when they appeared to be fairest, one must examine the changes which had occurred in Newfoundland society during the two decades since confederation and the effects which these changes wrought upon the values which sustained Smallwood and his personal, patronal rule. Smallwood's constituency lay in the outports, but post-confederation social and demographic changes had eroded this base of support. The ranks of the generation of 'baymen' which had supported Smallwood during and since the confederation battle had been thinned by death. Since 1949, the population of Newfoundland had grown rapidly and the rising birth rate had skewed the demographic profile in its lower reaches. The new generation took the benefits of confederation for granted, an outlook radically different from that of their elders who recalled the 'hard times' of the inter-war depression. The isolated, conservative, tradition-oriented outport itself had all but disappeared, either by resettlement or by transformation into small towns; by 1966, fifty-four per cent of Newfoundland's population lived in urban areas (Neary, 1972: 11), where modern schools, roads, motor cars and other

trappings of North American society were becoming commonplace. The social structure of the urban areas also differed from that of the traditional outports. In the larger settlements, a new stratum of businessmen had arisen, based on the supply of services to the towns' hinterlands. This new stratum began to perceive a commonality of interest, constructing organisations through which they might act accordingly, and began to demand - not to request - allocations from the government and to challenge the supremacy of traditional elites at local level (Cohen, 1975: 23-36). The traditional egalitarianism of the outports gave way under the pressure of incipient "consumerism" and social differentiation in terms of class and income became manifest (Ibid: 29). Increasingly, the class distinction came to be drawn between those who had year-round, salaried jobs and those who did not - those engaged in the traditional sector of the economy and the burgeoning 'welfare' class (Wadel, 1973: 108-13) falling into the latter category. It was the chief recipients of the benefits of material progress under Smallwood who first rebelled against his regime - the urbanised, the educated, the new business and professional classes and organised labour - who now "attributed traditionalism, financial imbecility and commercial skullduggery" to Smallwoodism (Cohen, 1975: 63).

Smallwood's rule was predicated upon economic achievement and the "bonanza" politics which it made possible and which his control of the public purse allowed, but, by the late 1960's, the limitations of Smallwood's programme of modernisation - for so long the keystone of government policy - were apparent. Industrialisation of the new province

had been the avowed aim of Smallwood, who summarised Newfoundland's alternatives in the oft-repeated phrase "develope or perish". In the light of subsequent progress in this field, it is perhaps fortunate that Newfoundlanders are so ready to forgive honest failure (Nemec, 1972b: 154). With few exceptions, the new enterprises which Smallwood sponsored were costly failures and involved Smallwood in a measure of scandal which perhaps only he could have survived (Gwyn, 1972: 14). Thereafter, Smallwood met with more success in the field of resource development, which yielded several new primary extractive industries, but these generated few backward or forward linkages and only limited gains accrued to the public revenue from these developments. For these reasons, Smallwood's quest for a stable industrial base to replace the moribund fishery was frustrated.

Nevertheless, Newfoundland did progress in material terms; in 1965, per capita income was 150 per cent above the level of 1949, though still only sixty per cent of the national average. Other indices of modernisation were even more striking - especially one may mention the more than doubling of the province's road mileage since confederation, which meant that all but the most isolated settlements were connected to a provincial road network, thus ending the historical isolation of the outports and, paradoxically, helping to heighten the feeling of social and cultural isolation in them (Noel, 1971: 265; Brox, 1972: 64-6). Yet this progress rested upon the unstable base of a construction boom and the effect of federal and provincial government spending and concealed underlying weaknesses in the economy. Compounding the failure of new industries to provide enough jobs to

satisfy the demands of the increasing population was the loss of employment in some of the older-established industries in the 'modern' sector of the economy. As the lack of dynamism in the Newfoundland economy became more salient, the economic policy of the Smallwood government itself came into question, the industrialisation programme took on an air of desperation and the massive borrowing required to finance it proved an onerous imposition upon the provincial economy, whose tax-base was already manifestly inadequate to sustain even basic services without federal aid.

The essence of Smallwood's development strategy was to substitute shore-based industrial work for that afforded in the fishing-dories: not an unreasonable policy in view of the depressed state of the saltfish industry after confederation (Alexander, 1977: 128ff.). Some governmental encouragement was given to the fresh-fish industry by a provincial development policy in 1953 and by a federal/provincial programme in 1964 (Copes, 1970: 14, 27-8). However, while the amount of governmental spending on the fishing industry was substantial, such spending was not organised within the framework of a comprehensive plan for the industry and much provincial spending was for unabashedly electoral purposes (See Gwyn, 1972: 319-20). With confederation, primary responsibility for the fisheries became a federal affair, but Ottawa had priorities other than fisheries development and feared the 'socialist' implications of comprehensive governmental regulation of the fisheries (Alexander, 1977: 145-8). Overall, the hiatus of government policy in the industry had the effect of reinforcing the

existing dualism of the fishery, leading to stagnation in the outports dependent upon the inshore fishery (Brox, 1972: 79) and to an indifferent level of economic performance in the 'modern' sector of the industry based upon the offshore, fresh-fish trade (Alexander, 1977: 148-156). Government policy at provincial level tended to adopt the goals of the fresh-fish corporations as constituting the best interests of the industry as a whole, a tendency reinforced by the absence of an effective organ for the expression of the interests of the fishermen, as the government-sponsored Federation of Fishermen worked only for goals which did not conflict with those of the corporations (Brox, 1972: 76-8).

Smallwood's personal and patronal rule was, by the late 1960's, being undermined by the loss of his traditional constituency and by the diminution of public resources with which allocations in personal terms could be made (Neary, 1972: 13) - or, no less importantly, witheld from those who dared voice opposition to Smallwood or his policies (Gwyn, 1972: 235-9). The reaction to these circumstances, more marked among certain sectors of the population than others, was not simply the emergence of opposition to Smallwood and his government, but also a tendency to renounce the modes of behaviour and the channels of political communication characteristic of Smallwoodism - that is, deference to, and supplication of, patrons and their local brokers (Cohen, 1971: 1). Smallwood himself felt compelled to lend the Liberal party the trappings of a democratic mass party, with leadership conventions and supposedly autonomous constituency organisations, chiefly staffed by his local supporters. At provincial level, this

new political creed was manifested in the rise of the managerial-style politician familiar in other regions of North America.

The new middle-class entrepreneurial politics was essentially conservative, dedicated to "the overthrow of Smallwood, the capitalist ethic and to the manipulation of quiescent consumers and constituents" (Cohen, 1971: 2). Rhetorically, the adherents of the new politics laid emphasis upon achievement, on the possession of organisational skills and on the manifest right of the 'successful" man to exercise political command; they proffessed an interest in the social and economic welfare of the community and the intrinsic moral goodness of 'community spirit' (Cohen, 1975: 52). Whereas Smallwood viewed economic development as a means to an end, his new opponents sought economic expansion per se, and wished to transform Newfoundland society in the image of that of 'mainland' society, which would be run according to sound business principles. The new entrepreneurial ethic conflicted with, and brought into question, the values with which leaders traditionally sustained themselves; competing groups vied for acceptance of their definitions of what constituted legitimate community leadership (Ibid: 1).

Neither the traditional political ethic associated with Smallwood nor its emerging entrepreneurial counterpart was oriented towards mass democratic participation. Essentially, advocates of the new politics aspired to inheriting the power-position occupied by adherents of traditionalism, without diminishing the distance between rulers and ruled (Cohen, 1975: 112-4). There was, at this time, another form of challenge to customary political values, partaking more of the nature

of self-help. This was manifest at one level in the rash of incidents of public protest, of communities which organised themselves to fight the threat of resettlement, of community improvement committees and regional development associations, and of the breath of life which at last entered the co-operative movement, a successful example thereof being on Fogo Island (DeWitt, 1969). These developments served to create an embryonic political consciousness in the outports, a development which neither Smallwoodism nor the new middle-class politics could foster.

The rise of organised labour.

A further manifestation of a growing will to self-determination among Newfoundlanders was the resurgence of activity by organised labour, emerging in the late 1960's from its post-IWA dormancy to add its challenge to others opposing established modes of behaviour. Broad indicators suggest that this heightened activity merely served to restore organised labour to its pre-IWA position. Trade union membership in the province increased from 16,856 in 1962 to 24,831 in 1970, a rise of almost 50 per cent; but, there again, in 1952 it had stood at 46,000, although part of the subsequent decrease may be attributed to changes in the basis of calculation of union membership statistics (Newfoundland & Labrador, 1972: 74). Nor, between 1966 and 1970 did the incidence of work stoppages exceed the range experienced during the 1950's (Newfoundland & Labrador, Department of Labour; various years). Furthermore, a Royal Commission on Labour Legislation, writing of the provincial labour scene in 1969, could conclude, "It is clear that, for the majority of employees in the province, the collective

bargaining system has had little direct effect upon their wages and working conditions" (Newfoundland & Labrador, 1972: 173). In the light of these statistics, it appears that certain commentators, notably Gwyn (1972: 303-4), have exaggerated the extent of the increase of union activity during the late 1960's.

Nevertheless, a certain quickening of the tempo of labour activity was discernible during the declining years of the Smallwood regime - particularly after 1970 - as was a more aggressive attitude on the part of unions towards contract negotiations. In April, 1971, the Minister of Labour revealed that the business transacted by his department had increased by seventy-five per cent in two years (Newfoundland & Labrador, 1972: 175). Union membership spread in 1970-1, especially in the construction[1] and fishing industries. In 1971, there was a total of twenty-seven work stoppages, whereas the number from 1950 to 1970 had never exceeded ten per annum many of which had been short in duration (Ibid: Table 22). In particular, it was the changing character of labour disputes in these years which indicated that the provincial labour movement had achieved a measure of maturity. Increasingly, strikes in 1970-1 were conducted to further contract demands, whereas earlier strikes had been mostly in the nature of protests arising out of specific grievances; moreover, many of the striking unions were now prepared to man the picket lines for months on end to achieve their goals.

The growth of the labour movement during the declining years of the Smallwood regime has been seen as being as much a cultural as an economic phenomenon - as a manifestation of the "new-found spirit

of confidence" which swept the province during this period (Gwyn, 1972: 304). However, several causal factors may be adduced. During the previous decade, the independent union had all but disappeared from the province, to be replaced by locals of international and mainland unions, which enjoyed easier access to funds and organisational skills and a less compromising attitude towards contract negotiations. In addition, beginning in 1967, a recession in the Canadian economy affected the province and threatened the fragile prosperity which Newfoundlanders had won earlier in the decade. In any event, it was the newly-prosperous white collar workers and the small but emerging working class - schoolteachers, laboratory technicians, electricians, steelworkers - who were in the forefront of union unrest.

It was the progress of unionisation in the fishing industry, however, which attracted most attention by commentators on Newfoundland society. The NFFAWU was hailed as the embodiment of a "third force" in politics, the harbinger of working class activism in Newfoundland, to be set against both Smallwoodism and middle-class entrepreneurial politics (e.g., Cohen, 1971), while others viewed its growing power with disquiet (Newfoundland & Labrador, 1972: 443-8).

The growth of the NFFAWU is the subject of the succeeding chapter. The union was founded in 1970, from the amalgamation of the local branch of a mainland union, which had organised a number of fish-plant workers, with a small union of inshore fishermen in the north of the island who had banded together in a self-help movement under the leadership of a parish priest, aided by a number of volunteer

helpers and given legal counsel by Richard Cashin. The membership of the union grew quickly to embrace both inshore and offshore fishermen and fish-plant workers in all areas of the province and the NFFAW could boast a majority of those engaged full-time in the fishing industry less than one year after the initial amalgamation. The union soon showed its political muscle by wringing bargaining rights for fishermen from the beleagured Smallwood and pressing him into ending the Burgeo strike (see below, pp. 93 ff). During the years 1971-4, the union concentrated its attention on its most readily-organised group of members, the fish-plant workers, and used periods of market buoyancy to win substantial pay increases for this group. Meanwhile, although as yet they languished behind the fish-plant workers in the gains accruing from union membership, the trawler crews were gradually joining the union fold and, if somewhat prematurely, they were to have their day in the strike of 1974-5. (See below, chapter 4).

Notes to chapter 2.

1. Paradoxically, unionisation in the construction industry grew out of a piece of anti-union legislation by Smallwood, which gave the Churchill Falls power project a 'special project' status, guaranteeing union recognition, high wages and joint consultative machinery in an attempt to forestall any labour difficulties which might delay completion of the project. As a union official predicted at the time of the legislation, the experience of the construction workers at the project site facilitated organisation in the construction industry on the island once the workers returned. (Newfoundland & Labrador, 1972: 145).

CHAPTER 3.

HISTORY OF THE NFFAW.

Introduction.

The NFFAW was formed in October, 1970, by the amalgamation of the Newfoundland operations of the Canadian Food and Allied Workers Union (CFAW) - a Toronto-based union which had organised the workers in a number of fish-plants - with the Northern Fishermen's Union (NFU), which represented inshore fishermen on the St. Barbe coast and in Bonavista Bay and the labour force of a single fish-plant. The combined union, christened the NFFAW, was formally constituted at a founding convention held in St. Johns in April, 1971 (Memorial University Extension Service, 1971).

The CFAW.

The CFAW first entered the province in 1967[1], having been awarded jurisdiction over unionisation in the fishing industry by the Canadian Labour Congress (CLC). Six fish-plants, with perhaps one thousand workers, had been organised previously as direct affiliates of the CLC, and this membership was duly absorbed by the CFAW (Newfoundland & Labrador, 1972: 88-93). The CFAW was readily accepted by fish-plant workers and the organising campaign was described by the CFAW's chief organiser in Newfoundland[2] as the easiest in which he had participated anywhere in Canada[3] (Locking, 1977). Initially, efforts were directed at the large, year-round fish-plants, most of which were on the south coast or in the Bonavista-Catalina area of the east

coast. Later, attention was turned to seasonal plants in other areas of the province, but no attempt was made at this stage to organise trawlermen or inshore fishermen. By late 1969, the CFAW was certified as bargaining agent for eleven of the province's approximately 100 fish-plants, though they accounted for almost one-third of the labour force of the province's fish-plants. (Newfoundland & Labrador, 1972: 94).

The CFAW's organising campaign was expedited by social change arising from the process of modernisation:

> "What was happening in Newfoundland right then was that cars were becoming more available (sic) to people, so that they were getting around a little more and were beginning to find out what was happening in other communities. Traditionally, Burin fish-plant was higher paid than the others, because they had the union, and the word spread" (Locking, 1977).

Despite the oft-reported reluctance of outport Newfoundlanders to assume positions of responsibility, the CFAW experienced no difficulty in finding people prepared to serve as union officers:

> "There was no difficulty in getting people to take [positions]. The difficulty we had was in them knowing how to do it once they got it. The willingness was there and we overcame that" (Locking, 1977).

The CFAW was coolly received by employers, though they raised little active opposition to unionisation, and only two strikes occurred in the fishing industry from 1967 to 1970 (Newfoundland & Labrador, 1972: 94-7). The union's progress was assisted by the conciliatory attitude of the province's largest single fish company, Fishery Products Ltd., and when negotiating with other companies the CFAW sought parity with the contracts with Fishery Products (Locking,

1977). This firm later played an important role as "wage-leader" in the NFFAW's attempts to extend its hegemony. The activities of the communist-led West Coast union (UFAW) in neighbouring Nova Scotia (Cameron, 1977), and the threat which this proximity raised may have induced a conciliatory attitude on the part of employers in Newfoundland towards the more "moderate" CFAW.

In contrast to the IWA, a mainland union which attempted to organise loggers during the 1950's (above, p. 67), the CFAW did not meet with active opposition from political leaders in Newfoundland:

> "I was warned before I came in about Joey's [Premier Smallwood's] record - don't cross swords with him if you can avoid it and, especially being a mainlander, if it gets to discussions on radio or T.V. in which Joey is involved, try where you can to have Newfoundlanders do it ... We didn't come in with a loud fanfare. We just went about and did our job and, before Joey knew it, really, we were pretty strong". (Locking, 1977).

During 1970, the CFAW's organising campaign continued and the addition of five further fish-plants to the total for which the union was certified (Newfoundland and Labrador, Department of Labour, 1970) meant that, by the end of 1970, approximately one-half of the labour force in the province's fish-plants was represented by the CFAW. In October, 1970, agreement was concluded between the CFAW and the Northern Fishermen's Union to join forces in organising all groups engaged in the provincial fishing industry; the NFU would concentrate on the fishermen while Locking continued to supervise the organisation of fish-plants.

The Northern Fishermen's Union (NFU).

The NFU originated at Port aux Choix, on the Great Northern Peninsula, which had become an important longliner-fishing centre since

the opening of a fresh fish plant there in 1965. Thereafter, many fishermen on the St. Barbe coast abandoned the traditional cod trap voyage in favour of a more diverse fishery, using nylon gill-nets and larger boats, an adaptation which required a considerable capital investment in boat and gear.[4] Diminishing returns from the inshore cod-fishery were compensated by diversification in number and type of species exploited.[5] However, the failure of the Labrador fishery in 1969, and again the following year, was compounded by extensive damage to inshore fishing-gear caused by draggers which, due to poor catches on the offshore grounds, diverted their operations to the traditional grounds of the local inshoremen. By August, 1969, only seven of the sixty-seven boats usually fishing out of Port aux Choix were still operating, and lack of supplies of fish had led to closure of the fish-plant. Local fishermen met at Port aux Choix to discuss their problems (ET 29.8.69).

The St. Barbe coastline, which includes Port aux Choix, is, in many ways, an untypical region of Newfoundland. Settlement of the area was sparse prior to 1904, when the "French Shore" problem was resolved and thereafter the Port aux Choix region was never dependent upon the exploitation of a single marine species. The co-operative movement met with more success on this coast than elsewhere in Newfoundland and several co-operatives were operating there in the 1960's. The region had early supported the Coaker movement (above, pp.63 ff).

The NFU was formed in October, 1969, when a group of fishermen met at Port aux Choix to discuss wages and conditions (ET 30.3.71). Subsequently, they approached the parish priest, Father Desmond McGrath, and asked for his assistance in forming a union (Gwyn, 1972:

305-6). Following a winter's gestation under the aegis of the Northern Regional Development Association (NRDA), NFU members met at Port aux Choix in April, 1970 to elect officers and to adopt a constitution. The aims of the union were declared to be:

> "To promote the economic interest of fishermen; to work with and promote other organisations and causes working for the betterment of the fishermen; to develope, in conjunction with the NRDA, a comprehensive fishery development plan for the region; to make agreements for the purchasing of fuel, gear and other goods on a collective basis (ET 29.4.70)."

Present at the meeting was Richard Cashin, who appears, at the time, to have been the NFU's main spokesman.

The NFU's first economic action, a one-day boycott by fishermen[6] of the Fishery Products plant at Port aux Choix, revealed both the potential strength of the NFU and the major handicap under which it was compelled to labour - that is, while the company was prepared to deal with an employees' union, and would meet with fishermen to discuss problems, it was not obliged by law to deal with a union among fishermen, and would not extend voluntary recognition to a union of inshore fishermen (ET 19.6.70). In law, unions of independent fishermen contravened the federal Combines Investigation Act, although Ottawa had recently waived the application of this act to fishermen in British Columbia, while the Nova Scotian government, in 1970, had seized jurisdiction from the Federal government by introducing legislation to permit unionisation among trawlermen in that province (Cameron, 1977: 177). In Newfoundland, no sanction had been given to collective action by fishermen by the 1950 Labour Relations

Act, while the LRB had, during the 1950's, declined to recognise either of the two potential representatives of the fishermen - the Fishermen's Protective Union and the Federation of Fishermen - as associations of employees within the meaning of the 1950 act.

Despite this lack of legal provision for its activities, the NFU proceeded with plans for expansion, hiring the former secretary of the NRDA, Edward Maynard[7], as the union's first full-time organiser. By August, 1970, the NFU had an estimated 1,800 members in fifteen branches in the north of the island, including the workers at the Port Aux Choix fish-plant (ET 6.8.70). In that same month, McGrath and Cashin met with the CFAW's chief organiser in the province, Fred Locking, at Cornerbrook to discuss the amalgamation of the two unions. Further talks at the CFAW's headquarters in Toronto, and at the international union's offices in Chicago, ensued. At first, the CFAW officers were sceptical of the feasibility of organising fishermen, on the grounds of the uncertain legal position, potential conflict of interest between plant workers and fishermen in the event of a strike, and the difficulties involved in organising the large, scattered membership. However, agreement was reached and the international union allocated $500,000 to finance an organising campaign (Locking, 1977; Cashin, 1977). On October 7th, at a press conference in St. Johns, it was announced that Locking, Cashin and McGrath were to form an organising committee to carry out a province-wide organising drive. The combined union was to be known as the Newfoundland Fishermen, Food & Allied Workers Union (ET 8.10.70).

The character of the NFU as a rural self-help movement was

readily recognised by commentators (e.g., Newfoundland & Labrador, 1972: 442). Cohen (1971) saw in the NFU the germ of a movement calculated to stimulate the political development of rural Newfoundland by propagating a new value - in this case, that of dignity - which "is essentially one of cultural extension and yet is the vehicle for the inculcation of contextually new values - organisation, participation, co-operation and assertiveness" (Ibid: 115). Cohen's interpretation of the intentions of the early organisers of the NFU appears to be borne out by the text of a letter which Father McGrath wrote to the Evening Telegram in 1970, a copy of which is reproduced below as Appendix B.

Bargaining rights for fishermen.

The NFFAW's organising drive continued through the winter of 1970-1. Under the terms of the recent union merger, Locking, as the representative of the international union in Newfoundland, retained control of union finances and was responsible for organising fish-plant workers while Cashin and McGrath worked with the fishermen. By April, 1971, progress was such that the need for a provincial structure for the union was evident, and in that month the NFFAW was formally constituted (Memorial University Extension Service, 1971). Father McGrath, his organising work completed, returned to his parish, while Cashin was elected as the union's first president. Estimates of the NFFAW's membership at this time average 7-8,000 total.

A major aim of the union leaders at this time was to secure legislation which would grant collective bargaining rights to fishermen. In approaching this problem, the union leaders revealed an

awareness of the union's potential political influence:

> "Joey Smallwood retracted a little later, but he was in opposition to us initially. I remember meeting with him in Roaches' Line to discuss (collective bargaining rights) and he was particularly reluctant at first, until it was pointed out to him that these were his followers, who marked the ballot for him traditionally - that is, if we went back and told them, 'The Premier says no legislation for you', that it could hurt him. At that point, he started to change his mind" (Locking, 1977).

The NFFAW, in its brief to the House Select Committee which considered the question of bargaining rights for fishermen, requested that bargaining rights be granted at provincial level between a union and a single employers' organisation which the employers would, if necessary, be compelled by law to form. Instead, in the legislation brought down in June, 1971 "the techniques of collective bargaining [were] applied mutatis mutandis to the fishing industry" (Newfoundland & Labrador, 1972: 44.). This legislation, the Fishing Industry (Collective Bargaining) Act (SN53, 1971), protected the right of all fishermen to belong to an association and to participate in its activities and the right of every operator to belong to, and to participate in the activities of, an operator's organisation (Ibid: 5(1) and (2)). The Act stipulated procedures for the conduct of collective bargaining, certification, negotiations and the regulation of industrial disputes. Two provisions of the legislation were particularly crucial to the subsequent progress of unionisation in the fishing industry; these provisions related to the definition, for the purposes of the Act, of the term "fisherman" and the stipulation of what constituted an appropriate bargaining unit.

The legislation defines the term 'fisherman' thus:

> "Fisherman" means a self-employed commercial fisherman (including a shareman or person agreeing to accept in payment for his services a share or portion of the proceeds or profits of a fishing voyage, with or without other remuneration) engaged in fishing for gain, other than for sport, in tidal waters (including fishing for anadromous fish while in such waters) and includes any other commercial fisherman not falling within the definition of employee in the Labour Relations Act. (SN 53, 2971: 2(1)).

However, in the absence of any system of licensing of fishermen or vessels, it was, in practice, no simple matter to determine who was a fisherman according to this definition.[8] Moreover, the definition took no account of the degree of a fisherman's adherence to the occupation. As noted above (p. 26), fishing is often combined on a part-time and/or seasonal basis with other occupations. Clearly, it was a more feasible task for the union to obtain the mandate of a majority of professional commercial fishermen (however defined) than would be the case if occasional or part-time fishermen were included in the bargaining unit.

The section of the Act relating to the definition of the bargaining unit may be termed a model of imprecision. Before he initiated the legislation, Premier Smallwood had indicated that the union would not get the province-wide bargaining rights that it had requested (ET 6.1.71). The sections of the Act which define the unit for collective bargaining read as follows:

> (3). For the purposes of this Act, a 'unit' means a group of fishermen and 'appropriate for collective bargaining', with reference to a unit, means a unit that is appropriate for such purposes, whether or not the fishermen therein are supplying fish to one or more operators.

(4). For the purposes of subsection (3), a unit of fishermen appropriate for collective bargaining may be, but is not required to be, determined by reference to all fishermen in a specified geographical area, notwithstanding the number of operators in such specified geographical area" (SN53, 1971: 2 (3) and (4)).

The legislation offered no further advice on how the extent of such a bargaining unit was to be determined.

Where certification for units of trawlermen was concerned, the imprecision of the legislation presented few problems of implementation, for the crews of a single company's boats sailing out of a particular port formed a natural unit for such purposes. A significant breakthrough in obtaining bargaining rights on behalf of trawlermen had already been achieved by the time the legislation was enacted; in 1970, two companies extended voluntary recognition[9] to the NFFAW as bargaining agent for their trawler crews, which comprised approximately one-third of the province's trawlermen (DN 21.9.70; ET 6.10.70).

The NFFAW's attempts to obtain voluntary recognition for units of inshore fishermen were not so successful. In its submission to the House of Assembly Select Committee which considered the granting of bargaining rights in the fishing industry, the Fisheries Association (FANL) opined that contractual agreements covering inshoremen would not be in the FANL's interest and that a House Committee to review fish prices would be preferable to collective bargaining being "imposed upon an industry that it was never designed to embrace" (ET 19.4.71). The vagueness of the subsequent legislation relating to groups of inshore fishermen meant that obduracy on the part of an operator would be sufficient to quash an application. In fact, of the 16 such applica-

tions which the NFFAW submitted to the Labour Relations Board in 1971-3,,13 were rejected on technicalities before reaching the stage of a certification vote among the fishermen involved (figures compiled from Newfoundland & Labrador, Department of Labour, 1971-2-3).

Thus, a union with a relatively centralised structure (above, p.11) was compelled by the nature of the legislation governing the scope on which it was to operate - the Labour Relations Act for plant workers and the Fishing Industry (Collective Bargaining) Act for fishermen - to bargain with a relatively decentralised Trade (above, p.32 ff) on a local basis. Much of the subsequent history of the NFFAW may be read as an attempt to relate to the Trade sector on successively more inclusive levels.

The NFFAW and the fish-plant workers, 1971-4.

Thus formally constituted, equipped with a provincial structure and collective bargaining rights, and having organised a probable majority of the workforce of the fishing industry, the fledgling union set its course. While organisation of other groups continued, the union focussed its attention upon obtaining certification and collective agreements for groups of fish-plant workers, who worked in standard industrial conditions and were the most readily organised occupational group within the NFFAW. Before it was unionised, the fish-processing industry paid low wages. In October, 1969, the average hourly rate of pay for fish cutters - the elite of the fish-plants - was $1.34, though higher in unionised plants (Newfoundland & Labrador, 1972: table 16), and wages had in former years been much lower (Ibid: 97). Plant workers often lacked benefits common

in other industries - no statutory holidays with pay, no vacations except those called for by legislation at 4% of salary, and no overtime pay.

The NFFAW sought parity of wages and working conditions between contracts covering different units of fish-plant workers "right from day one" (Cashin, 1977), but found the legislative framework frustrated this objective. Crucial to the union's success here was the response of the Trade to the new union. As noted above (p. 81), while sections of the Trade were opposed to unionisation and the Trade as a whole was opposed to the union being granted provincial-level bargaining rights, the companies were, for the most part, prepared to accommodate themselves to the existence of the union and to its contract demands without open resistance. Some reasons for this attitude have been suggested above (p 82). Notably, the companies did not unite in face of the challenge posed by the new union. In these circumstances, the readiness of one or two of the larger companies to co-operate with the union in company-level bargaining was crucial, enabling the union to use the practice of "wage leadership" as a temporary surrogate for multi-employer bargaining (Ross & Hartman, 1960: 166).

Some indication of the damage which a recalcitrant employer could inflict upon a union tied to plant-by-plant bargaining is afforded by the events at the Fermeuse and Bonavista fish-plants, both owned by Bonavista Cold Storage Ltd. along with its 'flagship" operation at Grand Bank. Rather than sign a contract with the newly-certified NFFAW, the company closed its Fermeuse plant in November,

1971, citing shortage of fish as the reason for the closure (ET 3.11 71). In June, 1972, the NFFAW struck the Bonavista plant in support of a claim for wage parity with the most profitable of the company's operations, Grand Bank. The company then re-opened Fermeuse, awarding a gratuitous pay increase without signing a union contract (ET 18.8.72). The Bonavista strike dragged on until the start of the 1973 fishing season and ended in substantial capitulation by the union (ET 9.5.73), while, at Fermeuse, disgruntled workers petitioned the Labour Relations Board to decertify the NFFAW. The union, being bound by separate contracts at the three plants, was prevented from pressuring the company into compliance by closing its three plants simultaneously.

1971-2 was a difficult time for the union, which underwent major strikes of fish-plant workers at Burgeo, Bonavista and Marystown, and was rent by internal dissension, in the course of which the leadership of Richard Cashin was brought into question (below, pp. 102-4). However, by late 1972, the effects of certain countervailing trends were apparent, which enabled the NFFAW to improve its relations with the companies and to obtain large pay awards for its members, especially the plant workers. In late 1972, and continuing throughout 1973, an upward trend in fish landings, sales and retail prices (Newfoundland & Labrador, Department of Finance, 1973: 27-32; 1974, 14-19) brought boom conditions and a shortage of labour to the south coast plants (ET 16.9.72; 27.10.72). Under these circumstances, the labour strife of 1971-2 abated, and the NFFAW was able to negotiate contracts yielding large pay increases to plant workers and to achieve substantial uniformity of pay and conditions between different plants

in addition to more generous fringe benefits. In June, 1972, the union signed the "best ever" contract for plant workers with National Sea Products at St. Johns (ET 26.6.72), while wages rose even in non-unionised plants (ET 18.8.72; 2.9.72). Prices paid to fishermen also rose sharply in this period (Newfoundland & Labrador Department of Finance, 1973, 1974). In summer, 1973, Fishery Products 'opened the contract' to give an unsolicited twenty-one percent pay rise to its plant workers, while another company likewise awarded a fifteen percent rise. By late 1973, the NFFAW was negotiating contracts yielding pay increases close to 100 percent over the two-year life of the contract, while current pay rates were about double the level of three years previously and other contractual benefits had been obtained. With the signing of these lucrative contracts, a Trade spokesman reported, fish-plants were attracting more recruits and the companies were now able to maintain a pool of skilled workers on a permanent basis (ET 10.11.73).

The Burgeo strike.

The most celebrated industrial action of the NFFAW, and in some ways a harbinger of the 1974-5 trawlermen's strike, was the confrontation which began in 1971 at Burgeo, a single-industry south coast town, with a paternalistic and intransigent fish merchant bent on denying the union recognition. The events of the strike have been related elsewhere (Gwyn, 1972: 303-8), but the notoriety which the strike achieved dictates that some account of it be given here, even if there is evidence that the significance of the strike for the subsequent course of unionisation in the fishing industry has generally

been exaggerated (below, p.97).

The plant owner, Spencer Lake, was born in Fortune, the son of a fish merchant and former Minister of Fisheries, inherited the family business of H.B. Clyde Lake & Sons, augmented his holdings through marriage and by 1971 controlled a dozen companies which were co-ordinated through the family firm, in addition to being a director of the Bank of Canada. Lake Group firms operated fish-plants and trawlers in three south coast communities - Burgeo, Ramea and Gaultois. In Burgeo, Lake employed 230 people at the Burgeo Fish Industries plant and operated most other commercial ventures in the town. Spencer Lake had been the mayor of Burgeo since 1954.

The NFFAW received a foretaste of Lake's attitude towards unions in fall, 1970, when they unionised a small herring plant at Burgeo in which Lake held an interest. Lake promptly resigned and sold his shares in the company, claiming that the certification vote was "a genuine vote of non-confidence against me" (ET 6.11.70). If Lake was prepared to withdraw from a concern in which he was only a minority shareholder, this did not apply to Burgeo Fish Industries, which was owned *in toto* by the Lake family. The NFFAW was certified for this plant in February, 1971, with a bare majority of the employees voting in favour. Failing to agree on contract terms with the company[10], the union struck in June, 1971. While no further progress in negotiations ensued, the strike became a *cause célebre* in the provincial and national media, in which union rhetoric pitted the disenfranchised lower levels of the social pyramid against paternalism and a "feudal mentality", while a newspaper article

written by a union organiser was entitled "Burgeo trouble is the trouble with Newfoundland" (ET 17.9.71). The community of Burgeo was bitterly divided over the strike (ET 20.11.71).

Although the situation in Burgeo stagnated, pressure mounted in the political arena. During the Burgeo strike, public leaders did not express support for the union's stand. Frank Moores, then leader of the opposition, declined to take sides in the dispute, which he considered "regrettable", but said that Lake should obey the law and recognise the union, while the government should attempt further conciliation (ET 15.6.71). John Crosbie, who, as Minister of Fisheries, was to play an important role in the 1974-5 strike, accused Cashin of "injecting partisan politics" into the Burgeo issue and added that "no politician should get involved in it at this stage" (DN 10.6.71).

Premier Smallwood initially declined to intervene in, or even to comment upon the Burgeo strike (ET 16.7.71), an attitude which, an NFFAW spokesman bluntly contended, would cost him votes (ET 27.7.71). Faced with a faltering economy, a burgeoning opposition and a forthcoming election, votes were something Smallwood could ill afford to lose. The Newfoundland Federation of Labour viewed the Burgeo episode as "a threat to the security of the entire labour movement" (ET 28.7.71), and launched a campaign of public support for the embattled union, while a "Committee of Concern for Burgeo" surfaced in St. John's and attracted generous public subscription for the NFFAW both at home and on the mainland. On August 6th, 1971, Smallwood broke his long silence over Burgeo to publicly appeal to Lake, who, he said, was

making "a very serious mistake", to re-open negotiations with his workers (ET 9.8.71). Lake refused and fenced in his fish-plant, while the union organised a demonstration and Cashin and McGrath held a series of public meetings. In case the point had escaped Smallwood, the union spelt it out: a union journal article, headed "Politics and the Union", concluded:

> "For instance, at this particular moment we are engaged in a battle with one of this province's most powerful industrialists, Spencer Lake, at Burgeo. Mr. Lake is a staunch Liberal.
>
> What are the political implications of the union in this situation? Obviously, the union cannot support any party that supports a man like Spencer Lake, who is violating civil liberties". (UF August 1971: 18).

The hint was taken; in early September, Smallwood went to Burgeo to plead with Lake personally, albeit to no avail. Marking time with an enquiry conducted by Judge Green of Nova Scotia, who had shown himself to be luke-warm to the UFAW during the Canso fishermen's strike (Cameron, 1977: 139-142), Smallwood found his hand forced by the results of the October, 1971 provincial general election, which left him temporarily in power with neither party able to command a majority in the House. On November 1, Lake threw down the gauntlet by closing his plant and moving away from Burgeo; but Smallwood also faced the possibility of a bye-election in St. Barbe South, an NFFAW stronghold which included Father McGrath's parish, and, as Gwyn (1972: 342) observes, "the union was in the market for favours". Smallwood tried unsuccessfully to induce Cashin to stand as Liberal candidate in St. Barbe South should a bye-election be called there. On December 17th, Smallwood announced that the provincial government would expro-

priate the Lake holdings in Burgeo. A change of government prevented this expropriation from being effected and it was left to the incoming Progressive Conservative administration of Frank Moores to take over and re-open the Burgeo plant in March, 1972.

The most readily demonstrated benefit that the strike brought the union lay in the symbolic value of its victory, the definition of the Burgeo strike as the first blow in a social revolution. Various journalists and other commentators have claimed this achievement for the strike as, indeed, has Cashin (ET 6.4.72). References to "another Burgeo" have become part of the NFFAW's stock-in-trade for use in subsequent labour disputes, along with a variety of other rhetorical and strategic devices pioneered at Burgeo (below, pp. 98,100). The union was exposed to almost continuous publicity during the ten month strike. The ability of the NFFAW to sustain a major strike validated the decision to affiliate with an international union, which alone could fund a ten-month battle. Victory at Burgeo also was testimony to the ability of a province-wide union to resist the tactics of divide and conquer which had helped to defeat the Nova Scotia fishermen's strike (Cameron, 1977). The Burgeo strike also provided a test of the union's internal solidarity, and inshoremen and trawlermen, in Burgeo and elsewhere, supported the strikers both morally and financially.

With regard to the union's subsequent ability to organise elsewhere, and its standing with Trade and Government, there is little evidence that the Burgeo strike had much impact. An allowable, if conservative, evaluation of the strike's effects would be that, while

the unionisation of the Burgeo plant was not essential to the NFFAW, once battle was joined the union would have suffered if the strike had been lost. Regarding the subsequent tenor of union-company relations, the Burgeo strike neither dissuaded the conciliatory nor discouraged the recalcitrant. Unionisation of other plants proceeded steadily after Burgeo[11], while, in 1972, the NFFAW was involved in major strikes at two other fish-plants.

A brief outline of the rhetorical stances of union and company at Burgeo is in order and demonstrates that many public relations devices used by the NFFAW in the 1974-5 strike had been pioneered at Burgeo. Press coverage of the strike was extensive and continuous, while both sides kept up a steady stream of press releases. Editorially, the Evening Telegram refrained from comment, though it gave extensive coverage to the strike and to statements by both parties to the dispute, published an account of the union's case written by a union organiser (ET 17.9.71) and published a lengthy article by a staff writer stressing the 'tragedy of Burgeo' aspect - the strains arising within a small community from the strike. The Daily News gave less coverage to the dispute, with no 'special' articles. Editorially, it criticised the union's stand on the grounds of the vulnerability of the Newfoundland economy and called for a second certification vote to be held (DN 27.8.71).

Union and companies used various strategies in presenting their cases to the public. Union supporters made extensive attempts to attract public attention while Lake, whose rhetorical stance imputed legitimacy to his own intransigence, issued rather legalistic public

statements without directly exhorting or soliciting support. The union did not use paid advertising and did not appeal for support from the general public. However, a body called the Committee for Concern for Burgeo, whose organisers included Father McGrath and Reverend Burke, held public meetings, solicited financial support, and planned demonstrations in support of the strikers. Union interpretations of the significance of the events at Burgeo emanated from Richard Cashin, though other union spokesmen issued informational statements. Spencer Lake was company spokesman at first, but most later statements came from other members of the Lake family. The company also used paid press and radio advertising and raised petitions against the union in Burgeo and Ramea.

In essence, Lake's rhetorical stance was that his workers were "reasonable" people misled by outsiders, who sought their own ends even by illegal means. He would, he said, approach his striking employees " .. in a commonsense, practical manner, to ask them to lay down their silly placards and go back to work" (ET 7.6.71). He would have had no difficulty in negotiating with his workers but for "outside influences that came in and incited the people. The people of Burgeo don't need Locking and priests and lawyers to tell them how to run their affairs" (Ibid). The confrontation was "incited by Richard Cashin, abetted by Father McGrath and aided by the Reverend Burke. It is a conspiracy by the United Church, the Roman Catholic Church, political opportunists like Cashin and union gangsters from Chicago - I've nothing to bargain about with that trash" (ET 16.7.71). In these circumstances, there could be no compromise: "My family owns it (the

firm) lock, stock and barrel and I just won't give in. If they go on strike, I'll close the plant down, until they get better sense and come back to work. If the workers think I'm being dictated to by priests, lawyers or gangsters from Chicago, they've got another think coming. I have nothing against priests, but they should mind their own business instead of going around stirring up trouble in communities in which there is full employment" (ET 24.5.71). Lake went on to describe Cashin as "a political cast-off, looking for another base of power" while Locking was "a bit of a dictator, whose sole interest lay in signing up unsuspecting fishermen and plant workers, taking their money and building up the coffers of gangsters in Chicago." (Ibid).

Company statements made much of the issue of lawlessness on the part of the strikers. Lake attempted to justify closing his plant in November, 1971 by alleging that intimidation had prevented the plant from functioning. Lake added, "We are not against unions, just as they are here. The union has done a lousy job and certainly has proved its irresponsibility here" (ET 2.11.71). The government, Lake said, had failed in its responsibility to guarantee the rule of law.

For the union, Cashin asserted in his initial statement, and subsequently reiterated, that the Burgeo strike was more than an ordinary labour dispute: "The issue at stake is one of human rights and one that affects all Newfoundlanders, especially those that work in the fishing industry. It is the right of Newfoundland fish plant workers and fishermen to have a union and to deal with employers and buyers of fish on an equal basis (ET 7.6.71). The union was tired of Lake's attitude: "We are against paternalism of any kind, even if it

is the so-called benevolent paternalism we have been subjected to in Newfoundland. In Burgeo, it isn't even that" (Ibid).

Cashin also contended that Spencer Lake "obviously thinks of Newfoundlanders as white niggers" (DN 9.6.71) and was using "nazi-like tactics and stalinist purges" (ET 9.6.71). Union spokesmen did not speak to Lake's predictions that violence was likely to occur, instead accusing the Lakes of provocation. Said Cashin, "This is a nineteenth-century style labour fight and it might mean violence" (ET 24.8.71). While Cashin refered to the government's moral responsibility for the events at Burgeo, in that it funded the industry in response to the interests of businessmen rather than employees, he preferred to dwell more on the need for the government, and all public men, to take a stand on the issue involved in the Burgeo strike.

Dissension within the union, 1972.

The resolution of the Burgeo strike freed Cashin's attention for the consideration of broader issues than individual plants and contracts. By virtue of an accommodation reached earlier between Cashin and Locking, the International union's representative, much of the work of negotiating and servicing contracts fell to the latter, as did control over finances (AP June, 1972). Locking handled the Marystown fish-plant strike, which began in January, 1972, quite routinely, the principal bone of contention being wage parity with plants elsewhere, with no philosophical issues being raised. Cashin, in the meantime, was carving a role as ambassador and publicist, the union's representative in dealings with government, social critic and exponent of union policy and philosophy. He visited Ottawa, met with visiting

politicians and delivered fiery speeches on various aspects of fisheries policy. In all this, he caught the attention of the media.

Cashin delivered a more prophetic and sober speech at the Fisheries College in St. John's, in which, for the first time, he expounded a comprehensive blueprint for the future course of the Newfoundland fishery and proposed changes in the industry which would be needed before the fishery could fulfil the potential of "providing more jobs and money than any other industry in the province". This would involve the active participation of fishermen, government and companies. The formation of the NFFAW was an essential step in the right direction, would compel the companies to operate more efficiently and had already demonstrated that it could make input into government decision-making (ET 18.1.72). All this seems commonplace today, but that is testimony to Cashin's part in making it so; six years ago, no other public man was talking in terms of the fishery being the future hope of the province.

Cashin's attention was, however, soon drawn to more mundane matters. In early 1972, the NFFAW was beset by dissatisfaction within its ranks, much of which was directed at Cashin. The Fermeuse plant local (see above, p. 91), accusing Cashin of indifference, threatened to leave the union (ET 4.3.72, 11.5.72, 18.8.72) and did later apply to the LRB for decertification (Newfoundland & Labrador, Department of Labour, 1972). At Pleasantville, striking food-processing workers voted unanimously to remove Cashin as chief negotiator, saying they were "fed up" with him (ET 9.5.72). They subsequently left the NFFAW and joined another union (ET 21.6.72). Inshore fisher-

men at Torbay (ET 14.6.72) and trawlermen at Trepassey (AP June 1972), also expressed dissatisfaction with the services provided by the union.

Criticisms of the union's services and of Cashin's performance as president were not unconnected. The NFFAW came into being in what has been described as "the fastest organising drive in history" and since its founding convention in April, 1971, had gained an appreciable foothold in the fishing industry. Already, a Trade source had alleged that the NFFAW had "bitten off more than it can chew" and was unable to service adequately the existing contracts (DN 23.11.71). Discontent within the union was focused and polarised early in 1972 by the development of a power struggle within the union leadership between Cashin and Locking.

The structure of the union's leadership provided fertile ground for such disputes. Locking, who had been in charge of the CFAW's operations within the province before it merged with the NFU, had retained ultimate control over finances and, by agreement with Cashin, assumed responsibility for the administration of existing branches, while Cashin was in charge of organising new ones. However, both Cashin and Locking later charged that lines of responsibility were not clear and that, as a result, many misunderstandings arose (AP June 1972).

In April 1972, it was announced that the International union had, without his request, transferred Locking to New Brunswick. Locking declined the transfer and accepted a position with another Newfoundland union, claiming as he left that Cashin had engineered his

departure. Locking alleged that he and Cashin had "disagreed entirely on philosphy", accused Cashin of favouring "boss unionism" and charged that his involvement in the union was politically motivated. Cashin replied to Locking's charges and explained Locking's departure in terms of normal beaurocratic procedure - that is, Locking's position within the NFFAW had been in order during the formative stages of the union, but, now that the union was regularly constituted, his presence was no longer required (AP June 1972).

However, many union members apparently disbelieved Cashin's denial of responsibility for Locking's departure, and a petition calling for the resignation of Cashin and his replacement by Locking was circulated on the south coast (ET 11.5.72; DN 12.5.72). The dispute even divided those involved full-time in the union. An Executive member announced that he would oppose Cashin at the annual convention, saying that "no president should walk into the convention and pick it up by acclamation. It makes it look like fishermen still can't handle their own affairs" (Bill Short, quoted in DN 17.5.72). Cashin responded to the challenge to his leadership by postponing the annual convention - due to be held in April - to October. In August it was reported that Cashin was touring the Burin peninsula to drum up support for his candidacy for re-election as president (ET 30.8.72). The annual convention, held at Gander in November, was described as "a housekeeping affair" at which no major policy issues were discussed and to which the press was not admitted. Cashin was not opposed for the presidency (ET 17.11.72).

Certain structural alterations within the union also resulted from the power-struggle between Cashin and Locking. A committee of the

union's Provincial Executive, comprising the four chief officers of the union, was established to act as an inner cabinet, and regular Executive Council meetings were held (AP June, 1972). The secretary-treasurer was made responsible for control over union finances, which he described as being "in a state" - there had been overspending on salaries and expenses and the union was in debt. Financial control was decentralised by giving each branch its own account, for which it was responsible, a measure which has since been rescinded. (ET 18.11.72).

Fishermen and the union, 1971-4.

During its formative years, the NFFAW concentrated first upon the fish-plant workers, although groups of fishermen belonged to the union during this time. Up to the end of 1969, there was no trade union activity among inshore or offshore fishermen (Newfoundland & Labrador, 1972:92). In August 1970, Fishery Products Limited announced that it had extended voluntary recognition to the CFAW to represent trawlermen sailing out of Burin, Catalina and Trepassey (ET 5.8.70). The following month, Atlantic Fish Processors, operating at Marystown, followed suit (DN 21.9.70). When the provincial government took over the Burgeo plant in March 1972 (above, p. 97), it extended recognition to the NFFAW to represent both trawlermen and inshore fishermen in the community. In 1973, the NFFAW was certified for National Sea Products' trawlermen out of St. Johns and, in 1974, for Booth Fisheries' at Fortune. The NFFAW thus represented the trawlermen of four companies when the 1974-5 strike broke out, Booth's joining the strike a few weeks later, while the Bonavista Cold Storage crews out of Grand Bank were certified late in 1974, and this company was thus involved in

the 1975 portion of the strike.

Union contracts covering trawlermen recognised the 'co-adventurer' status (below p. 139), by which the trawlermen were not recognised as company employees and earned only a share of the catch, without any minimal guarantee. Trawlermen did not enjoy the spectacular pay-rises of the plant workers during 1971-4. Harris (1974:32) gives average earnings of $7,413 in 1970 and $8,509 in 1974, an increase of a meagre 15%, though union sources cite a figure of $5700[12] in 1970 (ET 21.4.77) and Copes gives averages in the range $4,100-5,000 in the late 1960's (Copes, 1973: 43). It is also possible that poor catches may have deflated the 1974 figure. In December, 1972, the NFFAW announced "a major breakthrough in the fishing industry in Newfoundland" - a collective agreement with Fishery Products covering all their trawlermen, which yielded "a price of fish and a working agreement that is, on the whole, superior to the existing contracts in Nova Scotia and P.E.I." (ET 16.12.72). Several firms whose trawlermen were not unionised carefully matched the union rates of pay.

For both inshore and offshore fishermen, the most prominent benefit which the union had wrung for them was the enactment of legislation allowing collective bargaining. However, as noted above (p.89), the NFFAW experienced difficulty in practice in securing certification for groups of inshore fishermen. In 1971, a union spokesman claimed that "a minimum of 3,000" inshore fishermen had signed union cards (ET 6.1.71). In 1972, the union was certified for groups of inshore fishermen at Burgeo, Valleyfield and Port aux Choix, totalling 800 fishermen, who were joined in 1974 by a further 1,000

fishermen at Harbour Grace and Petty Harbour (Newfoundland & Labrador, Department of Labour, 1972, 1974). Contracts for inshore fishermen specified minimum fish-prices and nothing in addition. During the early 1970's, prices paid to fishermen rose steadily, regardless of union activity (Newfoundland & Labrador, Department of Finance, various years), although the union always attempted to ensure that contract prices exceeded the general level (Cashin, 1977). In 1973, the NFFAW signed an agreement with Fishery Products which specified prices to be paid to inshore fishermen at all their plants during the coming season (ET 18.4.73). Noteworthy were two strikes by non-certified inshore fishermen in August 1973, in respect of unsatisfactory fish-prices, both of which were successful.

Richard Cashin, 1973-4.

This period was marked by unprecedented industrial peace within the fishing industry, marred only by a one-week strike of trawlermen at one port, while the fishery experienced boom conditions. The internal difficulties of the union likewise being resolved, and co-operative relations with the Trade prevailing, Cashin was left free to turn his attention to a variety of topics in 1973-4. He denounced the mayor of St. John's, whose recent actions were "a clear illustration of the continuing crisis of leadership in the province" (ET 9.2.73). Ottawa was "taking an attitude of colonialism" towards Newfoundland, being "the government of Montreal and Toronto and not the government that understands or is sympathetic to Newfoundland's problems" (ET 24.5.73). To correct this, Cashin suggested that fishermen "should start exercising a little more political power"

(ET 16.10.73). Cashin was no more pleased with the performance of the provincial government: "The [Progressive Conservative] Moores administration is about as far away from a fisheries policy as I am from going to the moon. We are governed by people who don't understand rural Newfoundland - they haven't got a clue" (DN 4.4.73), charges which he often repeated. Proposed provincial public service legislation was "semi-fascist" (ET 29.10.73). The provincial government should become involved with the social problems of the fishery (ET 16.10.73). Cashin also made viperish comments about various federal and provincial politicians. At a conference in Montreal, he spoke of the poor and of endangered ethnic groups (ET 1.2.74).

During this period, Cashin was active in advocating reform in the fishing industry and was critical of the federal and provincial governments for their failure to formulate coherent policies relating to the fishery. In particular, Cashin called upon the government to enhance the viability of the inshore fishery, advocated an expanded role for the Canadian Saltfish Corporation in Newfoundland (ET 15.5.74; DN 14.3.73), called for inshore fishermen to be placed in charge of the corporation (DN 22.5.73) and wanted Ottawa to build longliners and lease them to fishermen (ET 30.1.74).

Cashin also advocated - and was able to secure - the enactment of legislation beneficial to inshore fishermen. During 1973, Cashin repeated charges that existing UIC (Unemployment Insurance Commission) regulations were unhelpful to fishermen and threatened that, if a federal general election ensued, he would do his best to ensure that this was made a major political issue (ET 31.1.74).

Changes in the UIC regulations for fishermen were subsequently promised by the federal Minister of Fisheries, who, at Cashin's request, visited Newfoundland to address fishermen on this topic (ET 1.4.74). Cashin also called for, and obtained, the introduction of a system of fisherman and vessel licensing under federal auspices, despite political opposition to the measure in Newfoundland. He also lobbied for the institution of a Fisheries Advisory Board, writing letters to "every politician" (ET 28.7.73). The board was subsequently constituted by the provincial government, although it has functioned only sporadically.

The union since 1974.

Since the trawlermen's strike of 1974-5, the existing trend in union-company relations towards standarisation and stabilisation of the contractual relationship and the extension of negotiations to a province-wide basis has been amplified, in which process the settlement ending the trawlermen's strike was the turning point. Beginning in 1976, fish-prices and wages for all categories of union members were determined by negotiations between union and the major companies affected. All trawlers and all major fish-plants were now unionised, while the union was certified for an estimated 4,500 of the province's 7,000 professional inshore fishermen. The spectactular pay gains which plant workers made in contracts signed in late '73/ early '74 have not been repeated, but the hourly rate of fish-cutters is now (1978) three times the level of 1971. Trawlermen enjoyed substantial wage gains as a result of the settlement of the 1974-5 strike - average incomes of trawlermen in 1978 are expected to be $16,600

(c/f $8,509 in 1974).- in addition to improved fringe benefits, grievance procedures and safety conditions. Contracts for inshore fishermen have yielded sharp increases in fish-prices, as well as provisions giving profession fishermen priority of sale during the summer fish-glut. All provisions of the contract apply to fishermen in all areas of the province where the union is active, regardless of certification (UF June, 1977).

Cashin reveals less of his fiery streak in recent years, though he is no less prominent in the media and continues to advocate fisheries reform. The wisdom of the union's design for fisheries reform is more widely persuasive nowadays than formerly. He has evolved into one of the national media's favourite spokesmen on Newfoundland affairs and, especially since his appointment to Trudeau's National Unity Commission, for Atlantic Canada generally. With the union's successes in recent years, his position in the domestic arena appears assured. The work of organising the workforce of the fishing industry is almost complete, though union sources acknowledge that much domestic 'housekeeping' business remains to be accomplished. Cashin's energies have, of late, been devoted to attempting to ensure that, in the light of the opportunities presented to Atlantic Canada by the declaration of a 200 mile limit, it will be the union's design for the development of the fishery which shall prevail over the preferences of other interest groups. In this endeavour he has had some success, gaining widespread public credibility for his proposals and catching the ear of the federal minister, Romeo LeBlanc. However, the balance of influence is tenuous, and might shift dramatically;

powerful interests, commercial and political, within Newfoundland prefer a fisheries development policy oriented towards a year-round fishery which would make fishplants more viable, and which would require more trawlers and longliners rather than the upgrading of the inshore sector. The picture is further complicated by disputes between federal and provincial levels of government concerning jurisdiction over the fishery, in which the union is necessarily involved. Much of the outcome will depend on shifting political and mercantile alliances and changes of personnel both at home and in Ottawa. It is interesting to speculate on the course which Cashin might feel compelled to adopt should he find the implementation of his fisheries policy blocked by political opposition at home.

NOTES TO CHAPTER 3.

1. Both the United Packinghouse, Food and Allied Workers Union of North America and the Amalgamated Meat Cutters and Butcher Workmen of North America had organised plant workers in the province during 1967. The two international unions merged in the following year, and the Canadian branch of the consolidated union became known as the Canadian Food and Allied Workers Union (CFAW).

2. Fred Locking was born in Yorkshire and served his apprenticeship in the U.K. before emigrating to Saskatchewan, where he became a provincial representative for the United Packinghouse Union before coming to Newfoundland. Since leaving the NFFAW, he has held the post of chief negotiator with the Newfoundland Association of Public Employees.

3. "It cost us approximately $7.50 per person to organise on the mainland. Here in Newfoundland, it cost 50¢ to organise that same person - and that, because of the bad roads we had, consisted mainly of car expenses" (Locking, 1977).

4. Material on the St. Barbe fishery is drawn from papers in the Maritime History Archives, Memorial University (papers by St. Croix, 1972; Mitchelmore, 1973; George, 1973) and from ET 6.9.69. The traditional fishing adaptation is described by Black (1966). An anthropological study of a community in the area, including an account of the traditional inshore fishery, is contained in Firestone (1967).

5. One should, however, be wary of ascribing the beginnings of

unionism in this area to technological change. A diversified longliner fishery was first pursued on the south-west coast, precisely the area of the province which has been most resistant to the NFFAW (see Stiles, 1972; Gaffney, 1977).

6. Actually, not the first fishermen's strike on record. In 1965, inshore fishermen at St.Shotts successfully struck against Fishery Products Ltd. in support of a demand for higher fish prices (Nemec, 1972b: 163). In 1967, ten longliner crews at Bonavista struck against the local fish-plant and requested the conciliation services of the Department of Labour (Newfoundland & Labrador, Department of Labour, 1967).

7. Subsequently a Progressive Conservative MHA and cabinet minister, who played a conciliatory role in settling the 1974-5 strike (below, p.154).

8. A system of licensing of fishermen, gear and vessels under federal auspices has been progressively introduced since. The union favoured the introduction of such a system, while the board of enquiry set up to consider the matter did not (Story & Alexander, 1974). However, licensing per se did not resolve the difficulties involved in defining the constitution of a bargaining unit, as experience in certification votes indicates that only about half of those holding fishing licenses could, even by a broad definition, be considered as professional fishermen. The difficulties were eventually resolved by consensual and ad hoc procedures (Cashin, 1977).

9. "Voluntary recognition" refers to a situation in which a union purports to have signed up a majority of the employees in a unit and the company agrees to accept the union's claim, without recourse to a certification vote held under the auspices of the LRB. It also means that neither union nor companies need consult the feelings of the workers involved. The importance of voluntary recognition to the NFFAW was, of course, that they could not apply to the LRB because, under existing legislation, they could not represent fishermen as a trade union.

10. Although the question of wages was in dispute - the union considering the 5% increase proposed by the conciliation board to be insufficient - the real bone of contention was the question of compulsory checkoff of union dues, which the union glossed as "union recognition". Without this safeguard, it was argued, the employer could decide to hire only non-union labour, eventually enabling him to have the union decertified for want of a majority. The company was equally adamant that it would not accede to such a proposal.

Judge Greene, who conducted an enquiry into the Burgeo stalemate in October, 1971, recommended a 10% wage increase with a compromise on the checkoff clause, whereby employees who had completed a probationary period would be required to pay union dues but not to join the union. The strikers voted to accept the judge's recommendations, but Lake refused.

11. At the end of 1971 the NFFAW was certified for 16 plants and 2 companies' trawler fleets. At the end of 1972, this had increased to 24 plants, 3 trawler fleets, inshore fishermen in 3 areas and 9 other establishments, chiefly retail stores. Certified union membership rose from 2,775 to 4,540 in this period (figures compiled from LRB reports and press articles and are approximate only).

12. These figures are not necessarily incompatible. If the lower figure was for income net of deductions for food and protective clothing, and the higher figure was gross, this could readily account for the difference between Harris and the union, though I do not know if such was the case. Again, Marystown, upon whose figures Harris based his average, had one of the more modern fleets, which might have yielded above average earnings. The union figure of $5,700 is compatible with the figures given by Copes (1973: 43).

CHAPTER 4.

THE 1974-5 STRIKE.

Synopsis.

The 1974-5 fishing industry strike took place in three episodes, of which the latter two, which involved the offshore trawler fleet, had the more profound effects upon the industry. The strike began in July, 1974, when inshore fishermen at Port aux Choix struck, initially in support of a claim for higher fish prices. The strike spread to the trawler crews, and, over the following month, trawlermen out of eight ports joined the strike. Mediation by the premier resulted in the strike being suspended in early September, pending the report of a special conciliation board.

The conciliation board, reporting in November, 1974, proposed that large wage increases be awarded to trawlermen. However, it was less the magnitude of the proposed increases than the manner in which the income was to be calculated that subsequently formed the bone of contention between union and companies. In brief, the board recommended that trawlermen's incomes should be based upon time spent at sea rather than upon the volume of fish caught, so that union and companies would, in future, negotiate desirable income levels rather than fish-prices as under the existing system. Moreover, trawlermen were to be recognised as employees of the companies on whose vessels they sailed, and be entitled to benefits applicable to shore-based employees, thus effectively ending the archaic co-adventurer system.

Union and companies subsequently failed to reach agreement upon

the basis of the conciliation board's report. Consequently, in January, 1975, the trawlers were once again tied up, the crews refusing to sail until the companies accepted the system of payment advocated in the conciliation board's report. Negotiations between the disputing parties were largely conducted through an extensive public relations campaign involving the media, a veritable "battle of words" in which union and companies vied for acceptance of their own side's definition of what the issue at stake in the dispute were - that is, what the strike was about. The battle was heated and often verged on the slanderous. The provincial government initially declined to intervene in the strike on the grounds that it was a normal labour dispute, but became more intimately involved when Cashin revealed that the Premier had earlier made certain written commitments to the union whereby, the union alleged, the government had promised to ensure the implementation of any recommendations which the conciliation board might make.

With the assistance of the CLC and the federal government, the provincial government now mediated in the dispute. A settlement was reached in March, 1975, which effectively abolished the co-adventurer status for 'draggermen', although its financial provisions were less generous than those envisaged by the conciliation board. The boats returned to sea in late March and early April, nine months after the dispute had begun.

The fisheries crisis of 1974.

The growth of the Atlantic Canadian frozen groundfish industry, including that of Newfoundland, was predicated upon a steady increase in consumption in the U.S. market throughout the 1960's (Copes, 1973:

29). During the early 1970's, market conditions for the sale of Canadian fish were especially favourable and prices realised in U.S. markets rose rapidly. The peak was reached during late 1973, when the wholesale price of cod blocks, which only three years previously had been 18¢, now reached 80¢ per lb., an increase of 186% (Harris, 1974: table 6). From 1970 to 1973, prices paid by Newfoundland companies to fishermen rose by 111 per cent in the case of cod and 98 per cent in the prices for all species (Newfoundland & Labrador, Treasury Board, 1972; Department of Finance, 1974).

Early in 1974, this favourable market situation changed quickly and dramatically. The recent buoyancy of U.S. markets for Canadian fish had coincided with sharply rising meat and poultry prices, but decreasing meat prices and mounting inventories of unsold fish forced fish prices downwards; in five months, the price of cod-blocks on Boston wholesale markets declined from a record high of 80¢ per lb. to less than 60¢ per lb. (Harris, 1974; table 6). Since 1969, the volume of fish landed in Newfoundland had been in steady decline, but this trend had been offset by increases in the prices received by fishermen, so that total landed value had risen during this period. Now - during the first half of 1974 - the total value of the catch to the fishermen declined, for the first time, below that of the corresponding period of the previous year (Newfoundland & Labrador, Department of Finance, 1974: 12).

U.S. markets for Canadian fish had always been subject to a degree of instability, but, in 1974, there was reason to fear that

adverse market conditions were due to factors more profound than ordinary cyclical fluctuations. One such factor was competition from other, chiefly Asian, nations, who could offer lower-priced alternatives to some of the staple Canadian export species, notably of cod-substitutes (Harris, 1974: 26-7). Between 1969 and 1974, Canada's share of U.S. groundfish block sales fell from thirty-three per cent to twelve per cent of the total, as competitors with better co-ordinated marketing efforts won prominence (Environment Canada, 1976: 42). In addition to difficulties in marketing the catch, severe problems were being experienced in the catching sector. Progressively increasing foreign fishing effort over the continental margin since the late 1950's had exerted such pressure upon available fish stocks that, since 1965, the total offshore catch had diminished without any slackening of fishing effort (Environment Canada, 1976: 29).

Much of the blame for the parlous state of the Atlantic groundfish industry in 1974 has been laid at the door of Ottawa, under whose jurisdiction regulation of the fishing resource falls.[1] However, foreign fishing and uncontrollable market conditions cannot be held entirely responsible for the 1974 crisis, which is equally rooted in the development of the domestic industry since WW2. Price-collapses have been endemic to the industry, recurring at six or seven year intervals, and the industry "has never enjoyed prosperity for long" (Ibid: 39). Domestically, the fishing industry suffered from excess capacity, born of buoyant market demand and competitive relations within the Trade (Ibid: 41). The industry was dangerously reliant upon a

single market, lacked the co-ordinated marketing effort which had allowed rival nations to increase their share of U.S. markets at the expense of Canada, and offered a product of inconsistent quality (Ibid: 41-3).

While Canadian trawler catches had been falling for some years prior to 1974, it was the content rather than the magnitude of the catch which now gave rise to more immediate alarm. As higher-valued species became more difficult to obtain, the Canadian fishing effort had turned to the exploitation of less valuable species, and was already pressing against the quota set for flounder, perch and other lower-valued species (Harris, 1974: 7). Paradoxically, in early 1974, there was a possibility of too much, as well as too little, fish being caught during the remainder of the year, and the spectre was being raised of short-time working and unemployment on trawlers and in fish-plants should the quotas quickly become exhausted (ET 6.7.74).

While, in view of these considerations, a gloomy future was being predicted for the fishery at this time, the results of the crisis in the Atlantic fishing industry were already being felt by fishermen and plant workers in Newfoundland in Spring, 1974. The trawler companies, squeezed between declining sales and sharply rising costs of operation, were suffering losses of up to 30¢ per lb. of fish sold (Harris, 1974: 81). Fish-plant workers were not, as yet, cushioned from the worst effects of the situation by safeguards, such as minimum wage-rates, secured by their union contracts, although the failure of the inshore fishery in some areas of the province meant that some seasonal plants remained closed during early summer. The fishermen

were in a far more exposed position. Inshore fishermen, for example, were faced with increased prices of supplies over the previous year while their investment in gear was progressively increasing as catches per unit effort declined.

By virtue of the nature of their relationship to the companies - the 'co-adventurer' system - and the method by which their earnings were calculated, trawlermen were particularly exposed to movements of supply and demand besetting the fishing industry at this time. During the 1960's, earnings of trawlermen had compared favourably with those of alternative shore-based occupations (Copes, 1973: 43), but, since 1970, increases in their pay had lagged behind gains enjoyed by other groups (Harris, 1974: 32). Now, in 1974, as the total value of the catch declined and the 'species mix' shifted unfavourably, trawlermen faced the prospect of stagnant, possibly declining, incomes during the coming year.

The inshore fishermen's strike.

In May, 1974, the NFFAW and Fishery Products Limited opened negotiations for inshore fish prices in the Port aux Choix area during the coming fishing season. In view of the prominence of this company in the provincial fishing industry and the limited success which the union had enjoyed in obtaining certification for groups of inshore fishermen (see above, p.89), these negotiations assumed an importance out of proportion to the number of fishermen directly involved. In 1973, the FANL announced that prices consistent with those agreed at Port aux Choix would be paid to uncertified fishermen that season.

Cashin recognised the importance of these negotiations in 1973 when he said that "all buyers in the province have been served notice to pay the same" (ET 18.4.78).

In 1974, the inshore fishermen's negotiations were only one of several important matters claiming the attention of union officials, others being such as several forthcoming inshoremen's certification votes and union displeasure at certain aspects of the Canadian Saltfish Corporation. Unusual ice conditions on the north-east coast had wiped out the inshore fishery and Cashin's attempts to obtain assistance for the affected fishermen were - to judge by the balance of published press statements - absorbing more of his energies than the inshore negotiations.

At the 1974 Port aux Choix negotiations, the company offered a schedule of prices identical, for the most part, to that of 1973, although in the case of one of the staple items of the inshoreman's catch - small cod - a reduction in price was proposed. Meanwhile, in June, 1974, the FANL requested financial assistance from the federal government in order to maintain current prices to the fishermen; without such aid, the FANL said, 1974 prices could not be maintained at the 1973 level.

The union considered the prices offered to be unacceptable, arguing that the fishermen would need an increase over 1973 prices just to compensate for increased operating costs. In view of the weakness of the union's position among inshore fishermen, the union executive also considered it a matter of prime importance that they be seen to obtain concessions from the company involved[2] in the Port

aux Choix negotiations as visible proof of the efficacy of unionisation among this group:

> "We would have settled for anything at Port aux Choix. We would have settled for a quarter of a cent. Because, the point was the recognition, the fact that we, as a union, would be able to say, 'Look, we negotiated in Port aux Choix, it was an improvement. We didn't get what we wanted, but we do have something better than the rest of the island where they are not certified'" (Cashin, 1977).

Historically, there had been a close relationship between fish prices paid to inshore fishermen and to trawlermen. Union contracts covering trawlermen were due to expire at various times during the remainder of the year.[3] Although the union was in a stronger position to bargain for trawlermen than for inshore fishermen, to have conceded the Trade's position on inshore prices would have put the union in the position of having to break a historical relationship before higher prices to trawlermen could be justified.

These three factors - the unionist's instinctive repugnance of pay cuts, the need to demonstrate the efficacy of union membership to unorganised inshore fishermen and the close relationship between inshore and offshore prices-impelled the union executive to an intransigent negotiating stand in spring, 1974. Notwithstanding such pragmatic considerations, there were deeper reasons for a militant union position on the question of fish-prices, even though depressed market conditions weakened the union's bargaining position. These reasons pertained to the matter of recognition of the union, both by the companies and by the federal government, and the union's claim to be consulted on crucial

decisions affecting its members.

In 1968, when the fishing industry had suffered a crisis, the federal government intervened with measures to stabilise retail prices, reached an understanding upon supply management with other exporting countries, and instituted measures which stabilised wholesale frozen fish prices (Copes, 1973: 16-17). In the case of the salt fish trade, the federal government took measures which led to a restructuring of the industry and the formation of a Crown corporation to be sole agent for the buying and selling of all salt fish. Whatever the success of these measures in 1968, the union alleged that these measures were more beneficial to the companies than to the fishermen:

> "When the dust settled, it was quite apparent that the fishermen had not been assisted in the way that the federal government said they meant for them to be assisted. [the companies] were supposed to maintain prices at the 1967 level; we believe they did not." (NFFAW, 1975a: 14).

On July 17, 1974, the federal cabinet authorised the Minister of Fisheries to implement a programme of aid to the Atlantic fishing industry at a total cost of $10 million (Environment Canada, 1976: 47). The measures which affected the Newfoundland industry were:

(1) A programme of inventory financing intended to assist in paying the cost of cold storage on the basis of a subsidy rate per pound of fish per month.

(2) A programme of loans to the companies involved to enable them to continue production.

These programmes were to remain in force until December 31, 1974, at

which time the question of assistance to the industry was to be reviewed (Crosbie, 1975a). The value of these programmes to the Newfoundland fishing industry was $4 million (ET 11.1.75).

The union was displeased with the federal government's proposed manner of assistance, in that aid was to be given to the companies without any guarantee of price-support being given to the fishermen. Moreover, the union was distrustful of the manner in which the companies responded to the marketing crisis. Into the companies' approach to the union at the bargaining table, and to their recourse to the federal government for assistance, the union read an implicit claim by the companies to abrogate the right to make crucial decisions concerning the level of fish prices and the disposition of federal subsidies. In the union's estimation, Fishery Products Limited, the company with whom the inshore negotiations were being conducted, was in the position of "holding the line" for the entire industry:

> "They [Fishery Products] ... took, at the bargaining table with us, the exact same bargaining position as the entire industry had taken, which was that there would be a drop in certain prices because of the bad market conditions. In other words, the reality of it was, they were ignoring us. Fishery Products were saying, 'It's a rough year, well, we've all met and we're going to do as we always did', and we said that isn't acceptable.
>
> So, you had (a) the fishermen trying to bargain and (b) the companies going to the federal government for a subsidy, and there being a subsidy. We made a choice, a group of us in the union. We made a decision that we were either going to have a fishermen's union in 1974 or we were going to go to the wall with it. And we decided therefore, as we said, we'll 'pull the plug'" (Cashin, 1977).

The services of a conciliation officer failed to bring agreement between union and company, although the difference between the

positions of the two parties was, in the last resort, reduced to a fraction of a cent per pound of fish.[4] The provincial Minister of Manpower and Industrial Relations declined to appoint a conciliation board, putting the Port aux Choix fishermen in a legal position to commence strike action late in June, 1974. Cashin had already brought the impending strike to the notice of the public. At a press conference in St. Johns, he warned that, unless fish prices were raised, fishermen would soon tie up their boats. The companies had, he claimed, colluded on a price and wanted the fishermen to go to the government to look for assistance, but the provincial government showed "a complete inability to understand the fishing industry" and was "in bed with the fish companies" (ET 21.6.74).

The following week, Cashin went to Port aux Choix, where a strike vote was being held. The vote proving affirmative, the inshore fishermen at Port aux Choix ceased to sell fish to the plant there on July 1, 1974, initiating the first legal strike of fishermen in the province's centuries of association with the industry.[5]

The provincial government hurriedly assembled a programme of compensation for ice-damage suffered by inshore fishermen and brought forward the customary 'winter works' programme to provide employment to fishermen shore-bound by ice conditions. The provincial Minister of Fisheries, Harold Collins, further revealed that he had contacted federal officials in Ottawa, requesting them to consider ways of ameliorating the effects of oversupply of groundfish to U.S. markets. The Minister expressed optimism that the problem would soon

improve, now that so many people were devoting their minds and efforts to its solution, and he planned to hold talks with union, Trade and federal government officials in the near future (ET 18.7.74). Federal officials met separately with union and Trade representatives in St. John's on July 23 and 24 to discuss the current market situation and possible price support measures (ET 25.7.74).

The trawlermen's strike, summer, 1974.

On July 23, as federal officials held talks in St. John's, the crews of several of Fishery Products' trawlers at Burin, on the south coast, refused to sail. Their grievances, a spokesman explained, were a desire for better fish prices and for "assurances that the fishery has a future in the light of gloomy predictions" (ET 25.7.74). On July 27, it was reported that all Fishery Products' trawlers, at Burin, Catalina and Trepassey, were tied up. By July 30, National Sea Products at St. John's, and Atlantic Fish Processors at Marystown, by August 5, B.C. Packers at Harbour Breton, by August 7, Burgeo Fish Industries, were also struck. A union application for certification for Bonavista Cold Storage's trawlermen out of Grand Bank was still in process and these boats continued to sail. The non-unionised Lake Group boats out of Gaultois and Ramea also continued to sail. Booth Fisheries' crews out of Fortune, for which the union had recently been certified, and where contract talks were in progress, continued to sail except for a short period in August. Therefore, during late July and early August, fishing at eight out of eleven trawler ports in Newfoundland was halted at some stage by the strike.

In the speed with which the strike spread among the trawler crews, it appeared that events were running ahead of Cashin's ability to control them. The extension of the strike to the trawlers was originally a matter of deliberate union policy. A group of striking inshore fishermen from Port aux Choix, led by union business agent Bill Short, went to the Burin peninsula fishing ports to solicit support for their cause among trawler crews. The union executive had, however, envisaged a limited action designed to pressure Fishery Products back to the bargaining table:

> "When we tied up with Fishery Products, it was illegal, because we had a contract which didn't expire until September, and here we were tied up in July. But we didn't encourage [trawlermen with other companies] to tie up, because we only wanted Fishery Products to tie up, it made life more difficult for us.
>
> Today, we would have more control over the union, but in those days the communications were not as good with the trawlermen. They were not happy with the union, were not happy with their success, because the contract wasn't all that good and they hadn't jelled that much as a union. So, when they saw the fight coming, they said, 'We must all tie up.' I tried to get them to isolate it with one company (Cashin, 1977).

On August 2, Cashin addressed a rally of striking trawlermen at a south coast fishing port. While the meeting was held in camera, Cashin subsequently held a press conference, at which he articulated the striker's grievances - the price of fish and the status of the trawlerman, who was "really looking for recognition" (ET 3.8.74). At this time, the strike was still spreading among trawlermen. No negotiations were planned. Public relations between union and companies were thereafter conducted largely via a welter of litigation, real and

threatened, and accusations of defiance of the law on the part of the other party.[6]

At levels other than the rhetorical, the dispute remained in an impasse; the union had tabled no demands and the companies had made no offers. Indeed, as, with one exception, the trawlermen's contracts legally remained in force, there was nothing about which the parties could bargain. However, negotiations for a new contract had been under way between the union and Booth Fisheries, relating to their trawlermen sailing out of Fortune. Negotiations had broken down on July 30, and subsequently Booth's trawlers had joined the on-going strike. Negotiations then recommenced and a temporary settlement was reached which allowed the Fortune boats to return to sea on August 15 for a trial sixty-day period. The agreement related only to increased fish prices and "something nominal on guarantee" and amounted to an average $500-700 per annum increase (Cashin, 1977).

On August 15, as the 'draggers' at Fortune returned to sea, Premier Moores announced that the provincial government would, though reluctantly, intervene in the strike, which was "not an ordinary one, but has social and economic overtones and the seeds of bitterness and upheaval that the province cannot afford" (DN 16.8.74). The premier had earlier declined to intervene in the strike while it was "still a labour dispute" (ET 6.8.74), and had not met with either of the parties to the dispute. However, the Joint Town Councils of the Towns of the Burin Peninsula had met with union and company representatives, and had asked the government to mediate in the dispute (DN 16.8.74). The premier had earlier evinced concern about the seriousness of the dispute,

had advocated federal action to bolster wholsesale fish prices (DN 2.8.74) and wired Prime Minister Trudeau to impress upon him the federal government's responsibility for settling the strike, with the specific suggestion that Ottawa purchase inventory and set prices "with the aim that fishermen receive a return in line with 1973 prices adjusted for inflation" (NIS 9.8.74).

The provincial Minister of Manpower and Industrial Relations, Joe Rousseau, spoke separately with union and FANL representatives on August 16, but talks "failed to find common ground" (ET 19.8.74). On August 21, Rousseau submitted a proposal to both sides, and, for the first time, union and FANL negotiators met the following day. Rousseau's proposal was that the provincial government set up a conciliation board to investigate the dispute in return for the union's promise to return to sea and the FANL's agreement to an impartial judgement on whether fish prices should be raised (DN 21.8.74). Rousseau announced that agreement in principle had been reached on the basis of his proposal, except that a short-term arrangement was needed to allow the boats to return to sea. However, union and companies could not agree on such measures, and talks were discontinued (ET 27.8.74).

On August 30 provincial government, union and FANL met again, the stumbling block to a settlement being the need for a pro tempora agreement upon fish prices. The union demanded some guarantee upon a minimum level of fish prices, in advance of the proposed conciliation board's report, as a face-saving device to placate its striking members. A union publication explained the situation thus:

> "One of the things that the Honourable Joseph Rousseau was attempting to put together, in addition to the special terms of reference for the conciliation board, plus the commitment of the government, was an understanding that fish prices would immediately be offered by the operators. It was our understanding that the operators had agreed to do this. There was, however, one exception; National Sea Products refused to do so. Therefore, the strike was not settled on the weekend of August 30, 1974" (NFFAW 1975a: 31).

Meanwhile, pressure was mounting on the union executive to accept a settlement and upon Premier Moores to effect one. Press reports published during early September indicate disquiet and confusion among the striking trawlermen, many of whom were short of information about the course of negotiations and unsure about their social assistance rights. It was revealed that only single men were receiving strike pay, and that only $20 per week (ET 7.9.74). Some union members had earlier been critical of the timing of the strike, arguing that it was inopportune to strike when the companies held reserves of unsold fish (DN 12.8.74). Many trawlermen were, though agreed in principle with the strike, willing to compromise in order to return to sea, given suitable assurances. One source claimed that, should a vote be held among the trawlermen on whether the strike should continue, then "it would be close" (DN 5.9.74.)

The union executive maintained its position that an agreement upon immediate fish prices was need to conclude the strike, and support for their position was expressed by sections of the Newfoundland labour movement. The FANL, willing to concede this principle, requested a provincial government subsidy in order to finance its implementation.

The Joint Town Councils of the Burin again urged the Premier to end the strike (DN 5.9.74). Declaring that the strike had gone on long enough and that a position had to be taken, Premier Moores, on September 5, met[7] separately with company and union representatives (DN 6.9.74). The next day, Moores met with Don Jamieson, Newfoundland's representative in the federal cabinet, and discussed the strike (DN 6.9.74).

Crucial to the subsequent course of the dispute and to its eventual resolution were the events which took place during, and immediately subsequent to, the September 5 meeting, held in Premier Moores' office, at which the following were present: Premier Moores; Minister of Manpower and Industrial Relations Joe Rousseau and his deputy, Ted Blanchard; the (then) Minister of Fisheries, Harold Collins; Richard Cashin and Dave McKinnon, NFFAW; Ed Johnston, Regional Director, Atlantic Canada, CLC. Once again, the agenda centred around the need to agree on immediate changes in fish prices before the boats could return to sea. A union document explains that:

> "Premier Moores had expressed an understanding of the problem, namely that the industry was in need of assistance but that the assistance had in the past always been given arbitrarily to the industry without any yardstick to determine the needs of the fishermen" (NFFAW, 1975a: 31).

On the previous weekend, Premier Moores had proposed that the terms of reference of the conciliation board be broadened to take account of both the ability of the companies to pay increased fish prices and the "social needs" of the trawlermen - their requirements for an adequate level of earnings. At the September 5 meeting, Moores

expressed concern that the inclusion of the subject of the social needs of trawlermen within the terms of reference of the conciliation board might, should the board recommend large pay increases, commit the provincial government to heavy expenditures, should it be required to underwrite the financing of any such increases (NFFAW, 197a: 32).

The CLC representative present, Ed Johnston, therefore suggested that, in order to set finite limits to any such expenditure by the provincial government, the terms of reference of the conciliation board be amended to include the use of bench marks, these being the minimum position of the board. By establishing such bench marks, the provincial government would only be committed, should such a situation arise, to funding the difference between the bench marks and the level of earnings recommended by the conciliation board, should this exceed the level of the bench marks. Mr. Johnston further suggested that such bench marks be based upon the schedule of fish prices recently negotiated between the CFAW and Booth Fisheries at Petit De Gras, Nova Scotia, on which the provisional agreement between the NFFAW and Booth Fisheries, which had allowed the Fortune boats to sail on August 15, had also been based (Ibid: 32).

Premier Moores concurred with this suggestion and agreed that the concept of the bench mark, to be based upon Petit de Gras prices, be included in the terms of reference of the conciliation board. This arrangement safeguarded the provincial government by limiting its possible financial commitment in implementing the board's findings. The arrangement also gave the union the guarantee which it had sought concerning immediate increases in fish prices, thus removing the last

obstacle in the way of settlement. Premier Moores duly announced the settlement on September 9, 1974. (NIS, 9.9.74).

The premier's proposed settlement was accepted in toto by the companies and accepted provisionally by the union negotiating committee, pending a vote by the striking trawlermen, to whom the executive would recommend acceptance. The strikers voted seventy-four per cent in favour of returning to work, although the turnout to vote was only fifty per cent, many former crewmen having found other work in the interim. (ET 12.9.74). Cashin (1977) recalls that the trawlermen were "not very pleased" with the settlement which had been achieved. Some confusion then ensued; trawlermen at one port declined to return to sea and further talks and government mediation were necessary before they would comply. Eventually, all trawlers were back in operation by the end of September. The Port aux Choix inshore fishermen accepted an increase in certain fish prices and returned to sea in September.

The 'Moores letter'.

Agreement had now been reached upon the terms of reference of the proposed conciliation board; what was later to be disputed by union and government concerned the implementation of the board's recommendations, Cashin claiming that Premier Moores had committed the provincial government to ensuring implementation, including financing the settlement in the event that Ottawa could not be persuaded to provide the necessary funds (below, chapter 5).

The subsequent dispute about the extent of the government's alleged commitment centred around a letter from the premier to Richard Cashin, confirming certain oral agreements reached during their talks.

A copy of the letter is reproduced below (pp.136-7). Although the letter is dated September 6, it was apparently drafted some days earlier by Messrs. Cashin and Rousseau. The letter was not made public at the time:

> "Premier Moores also asked that the letter be kept secret and that only as many people as was necessary should know about it. The union informed the Premier that the letter would be shown to the negotiating committee but to no other people. Mr. Moores was particularly concerned that Ottawa would learn about the existence of the letter and it might prejudice their position with the federal government as far as future assistance for the industry was concerned. After some discussion about the commitment, the letter, which had been drafted earlier, was produced. The union was asked to read the letter and asked whether they were satisfied that the letter did in fact confirm the understanding which existed at that time. The union expressed satisfaction and Premier Moores then signed the letter" (NFFAW, 1975a: 32).

This passage relates to the events of the September 5 meeting at which agreement on a settlement was reached.

How many people learned of the existence of the letter is unknown, though the fact that certain persons were ignorant of its contents influenced the later course of events. One such unenlightened body was John C. Crosbie, provincial Minister of Finance, whose influence within the cabinet was said to rival that of the premier. In October, 1974, the premier appointed Crosbie to the fisheries portfolio, which is generally considered to be less prestigious than that of finance. The companies were not informed of the letter nor of its contents, though some entertained private suspicions that a financial understanding had been reached between union and provincial government at the time of the settlement (Etchegary, 1977). Nor, seemingly, were

the trawlermen apprised of the contents of the letter.

The text of Mr. Moores' letter is given below, reproduced from the union pamphlet, "Message from the Trawlermen" (NFFAW, 1975a). Subsequent dispute about the extent of commitment embodied in this letter centred around the construction to be placed on the phrase "agreed difference" which occurs twice in the letter.

> Dear Mr. Cashin, September 6, 1974.
>
> Further to the discussions between government, the NFFAW and the Fishing Industry over the past week or so, this is to confirm certain undertakings by the provincial government in respect to the existing dispute between certain members of the Fisheries Association and the NFFAW.
>
> As Government understands the situation, it is that there appears to be, or is alleged to be, certain incongruities between the operators' ability to pay for their fish and the ability of fishermen to live on the basis of current fish prices. I can assure you that Government understands the situation and, in an effort to rectify it, will undertake the following:
>
> To have included in the terms of reference of the proposed Conciliation Board a study into the economic aspects (the ability of the companies to pay) and social aspects (the ability of fishermen to live on the basis of these prices). Where there exists an agreed difference between the Companies ability to pay and the fishermen's ability to earn a fair wage, the Provincial Government will undertake to lead a delegation to Ottawa, such delegation to be a united effort headed by the Provincial Government and including representatives of the Industry and the NFFAW, which would attempt to convince Ottawa to provide the necessary funding to cover this difference or, failing that, any part thereof. Where the Federal Government does not agree to complete funding of the agreed difference, then the Provincial Government will undertake to fund the remainder of the total difference as agreed to following the Report of the Conciliation Board. It is further agreed that the new fish prices which are arrived at as a result of the above process will be effective on the date of sailing.

It is the Provincial Government's understanding that, on this basis the trawlers will return to normal operations and Government's offer as outlined above is contingent on this point.

Sincerely yours,
FRANK D. MOORES,
Premier.

The Harris Conciliation Board.

Dr. Leslie Harris was named as chairman of the conciliation board. Born at St. Josephs, Placentia Bay (since 'resettled'), the son of a coastal-boat skipper, he held a senior administrative position at Memorial University in St. John's, where he was formerly the head of the department of history. Other members of the board were Ed Johnston, the CLC official who had participated in the talks leading to the settlement, representing the union and Paul Russell, whose trawler company, Bonavista Cold Storage, had not been affected by the summer strike, who represented the companies. The report of the conciliation board (hereafter called the Harris report) was submitted to the provincial government on November 14 and was made public on November 19. The union negotiating committee officially recommended acceptance of the report in toto, and the companies assented to the report with the exception of its financial provisions - the 'clause eight' which was to become rhetorically prominent when the strike recommenced. Provincial Minister of Fisheries John Crosbie considered the report "open to argument and debate"; while he agreed with all its major findings, it was up to the two parties to negotiate on the basis of the report (ET 30.11.74).

The most controversial sections of the Harris report were those relating to the proposed level and method of computation of

trawlermen's pay. The mandate of the board had been twofold: to examine not only the ability of the companies to maintain (or increase) fish prices, but also the "social aspects" of the terms of employment and the ability of the trawlermen to live on the basis of their earnings. After reviewing the long and short-term antecedents of the fisheries crisis that had led to the strike, Harris confirmed that the companies were currently sustaining heavy financial losses and that, until such time as "appropriate control of the resource and a rationalised harvesting policy" could be developed for the fishing industry, the industry stood in need of continuous subsidisation (Harris, 1974: 80).

In framing his recommendations regarding the social needs of the trawlermen, Harris used as a touchstone the requirements for the maintenance of a competent work-force in the industry:

> "The prime requisite is the creation of a corps of professional trawler fishermen, who are skilled in their trade, who enjoy high status among Provincial workers and whose earnings will bear comparison with those of other groups in the industrial labour force" (Ibid: 33).

Harris' proposed scheme for assessing the earnings of trawlermen (Ibid: 66-76) was complex, but the following simplified account suffice to clarify the rhetorical confusion that subsequently surrounded his proposals:

1. Levels of earnings.

   a. It was proposed that trawlermen should be able to earn $540 per voyage - very close to $13,000 per

annum (cf. 1974 earnings close to $8500). This amount was not absolutely guaranteed, but, because of the proposed method of calculating this income, only in unusual circumstances would the actual income of crew members differ radically from this amount.

b. A certain amount of this $13,000 was to be unconditionally guaranteed; regardless of the actual volume of fish landed, no crew member would be paid less than $360 per voyage, or $8,640 for a 'full' working year of 24 voyages.

2. Method of calculating incomes.

a. Under the existing system, a trawlerman's earnings were calculated as follows: for each species of fish there was a price, so that the total landed value of the catch of a voyage was simply given by the volume of each species caught multiplied by the price for that species, the value of each species being aggregated to arrive at the total value of the catch. The crew's share of this total value was fixed by custom at thirty-seven per cent. Therefore, at fourteen hands per vessel, each crewman's remuneration for the voyage was one-fourteenth of thirty-seven per cent of the total landed value.

There was no guaranteed minimum amount built into this system. Also, the above applied to fish landed in an acceptable condition; fish which had spoiled by the time of landing was not credited for the purposes of calculating income.

b. Under the system proposed by Harris, the crewman's income from a voyage was calculated on the volume of fish caught, but not on a system of prices for each species. Rather - this should be emphasised - there was to be a single price per pound of fish caught, regardless of species. This single price for fish was to be calculated as follows: union and companies would negotiate an acceptable annual income figure, yielding a certain amount per voyage. Knowing the average trawler catch per voyage, and having negotiated a desired income per voyage, it was a simple matter to arrive at a price per pound of fish landed, by dividing the desired income by the expected average landing figure. In the case of an actual voyage, the volume of fish landed would be multiplied by the single price of fish, to yield each crewman's share - there being suitable differentials for positions of skill, responsibility, etc. Notwithstanding the above formula, no crewman would earn less than $360 for any single voyage, regardless of the poundage of fish landed in that voyage.

> Furthermore, this formula was to be applied to the volume of fish caught, without reference to its condition on landing.[8]

It is noteworthy that, although Harris acknowledged the validity of the companies' claim that they were unable to increase the fishermen's incomes, the perspective he adopted towards the dispute resembled that advanced by the union; that is, the principles he used to adjudge the two competing cases were those advanced by Cashin at an earlier stage of the dispute. Thus, in considering the future labour requirements of the fishing industry in conjunction with the social requirements of the trawlermen, Harris, in essence, legitimated an important element of Cashin's rhetoric during the first stage of the strike. Remarkably, the companies did not submit a formal brief to the conciliation board, although they freely opened their books to its inspection. The union's submission took the form of a model contract, the internal divisions and subject-headings of which were followed by Harris in writing the relevant parts of his report. In this model contract submitted by the union, the monetary section called for an annual income of $13,000, half of which was to be guaranteed and half to be based upon volume of fish caught (Cashin , 1977). Thus, financially, the union got all it asked for and, qualitatively, a degree more.

A second strike looms, December, 1974.

At the NFFAW annual conference in early December, Cashin wrung a mandate for an uncompromising line in negotiating with the

companies on the basis of the Harris report. Cashin retained the presidency of the union with a swinging victory over his sole opponent and prophesied that, for the coming year, he foresaw "either a just reward for the trawlermen or no fishery in Newfoundland". The entire union pledged its support for the trawlermen and passed a series of militant resolutions. As for the provincial government, Cashin declared, it would either have to take over the fishing industry, or impose change upon it (DN 2.12.74).

John Crosbie, speaking at the union convention, urged caution. He would not, he assured them, tamper with collective bargaining, but it should be remembered that the companies were in poor financial shape. It was important, Crosbie continued, that the trawlers continue to operate while Ottawa assessed the question of aid to the industry, as it was unlikely that Ottawa would consent to pay out any money to the fishery if it was not being pursued (DN 1.12.74; ET 7.12.74). Apparently Crosbie failed to convince the union, as Cashin repeated several times during December that, without a signed collective agreement embodying the terms of the Harris report, there would be no fishery in Newfoundland in 1975.

In November, 1974, the federal government extended its existing programmes of assistance to the Atlantic ground-fishery until March 31, 1975, although on a reduced scale, intended to cost an additional $4½ million (Crosbie, 1975a; Environment Canada, 1976: 47). In December, 1974, the federal cabinet authorised three additional measures of assistance designed to keep the groundfish fleets in operation over the winter while longer-term solutions were being formulated.

Two of these measures affected the Newfoundland fishery:

(1) $14 million for short-term deficiency payments (repayable cash grants) on frozen groundfish production for the period January 1 to April 30, 1975. This programme applied not only to offshore plants but also to such inshore plants as might be working during the winter. Crosbie (1975a) records that, should the industry be in normal operation during the period in question, the total cost of this programme would be $7½ million, of which $4 million would accrue to the Newfoundland industry (op. cit.: 2)

(2) $3 million for working capital loans to proprietors of plants affected in early 1974 by ice conditions in northern Newfoundland and in parts of Quebec. (Environment Canada, 1976: 48).

In addition to these measures, Ottawa was to undertake a number of studies respecting the resource-base, the operations of the industry and the marketing structure. (Crosbie, 1975a: 3).

Cashin expressed dissatisfaction with these proposed aid schemes, seemingly considering Ottawa aid merely as a payment to the companies to enable them to afford the recommendations of the Harris report (DN 23.12.74, 24.12.74). On December 16, he had flown to Ottawa to argue the union's case, maintaining that the only way Ottawa could help the fishermen was via a signed collective agreement

embodying the terms of the Harris report. Now, he complained, the money was to be paid to the companies without any guarantee to the fishermen. On December 23, a strongly-worded union memorandum to the trawlermen urged them not to settle for less than was recommended by the Harris report, as "the trawlermen have been screwed left, right and centre for years" (DN 24.12.74). That day, Premier Moores - having already spoken with the Trade - telephoned Cashin to ask him if the union was inflexible in its demand for the $13,000 recommended by Harris. Cashin replied that, providing the system of payment advocated by Harris was respected, then the union would be flexible about the amount of salary involved. Cashin also urged the Premier to force acceptance of the Harris report upon the companies. The provincial government could, he said, fulfil its obligation in this respect by informing the companies that the provincial government accepted the changes recommended by the report, while Ottawa could be expected to finance the implementation thereof (NFFAW, 1975a: 34).

Union and company representatives met three times during the month of December, on the 4th, 17th and 24th. At the first meeting, the companies indicated through their chief negotiator, St. John's lawyer William Wells, that it was their intention to negotiate a single written collective agreement on behalf of the five companies (then) party to the dispute (NFFAW, 1975a: 7). On December 17, Wells presented the union with a written document outlining the companies' position on the non-monetary recommendations of the Harris report (Ibid: 7). On December 24, the FANL made a monetary offer to the union, amounting to

an increase of 3.6¢ per lb. on the price of fish with a guarantee that, at the end of twelve consecutive trips, the trawlermen's incomes would be averaged and, if the average income proved to be less than $33 per sea-day, then the income of eligible trawlermen would be brought up to that level. It has been estimated that this formula, assuming average catches and the conventional species-mix, would yield an average income in the region of $11,700 per annum (ET 5.4.75). This was some thirty-eight per cent higher than the trawlermen's 1974 income, but ten per cent lower than the figure recommended by Harris.

The union rejected the FANL offer for the following reasons:

(1) It was based upon fish-prices as in the existing system, and did not incorporate the system of calculating income recommended by Harris - i.e., that of derivation of a single price for fish from a negotiated annual income.

(2) The guarantee element was not calculated upon a *per diem* basis, as per Harris, and gave no protection to trawlermen who did not sail on twelve consecutive voyages.

(3) There was no provision for compensating fishermen for lost trips due to breakdown and other accidental failures.

(4) There was no provision for compensating fishermen if the fish spoiled or was in other wise unfit condition before it was landed at the plant.

In summary, the union considered that this company offer did not honour the basic principle of clause eight of the Harris report - that fishermen's incomes should be based upon time spent at sea rather than upon the existing 'lay' or 'co-adventurer' system. The union therefore rejected this offer (NFFAW, 1975a: 8).

While the company offer of December 24 offered far more in the way of income and guarantee than the union had been prepared to accept in August, the publication of the Harris report had profoundly altered the referents of the dispute; so, one may surmise, had the availability of monetary aid from Ottawa. Cashin said that the union executive "had often talked among ourselves of there being, at some time, a day of reckoning" with regard to the trawlermen's contract, though it seemed improbable that, in summer 1974, such a day had arrived. Now, in December, the union felt that it could not settle for less than the Harris report recommended:

> "It was the ultimate confrontation, the trawlermen's one chance to change the system. To compromise would have set them back years .. And, you must remember, I had a certain cockiness to me added by virtue of the fact that I did have Moores' letter" (Cashin, 1977).

The union, then, was concerned with the system of calculation of trawlermen's incomes, rather than the absolute amount thereof, which Cashin regarded as being negotiable - once agreement had been reached upon a system of payment. The union favoured a literal interpretation of Harris' recommendations, while the companies argued that, by offering large pay increases plus an element of guaranteed pay, they had, in their December 24 offer, respected the basic principles of the Harris

report (DN 30.12.74). This difference of interpretation - or, rather, of evaluation - of the Harris report was later to hinder settlement of the dispute, which was once again now leading towards strike action.

On December 27 and 28, during the traditional tie-up for the 'twelve days of Christmas', the union held trawlermen's meetings at Burin, Harbour Breton, Trepassey, Catalina and Burgeo, at which an estimated 750-800 trawlermen were present. The union had already urged the trawlermen not to settle except on the basis of the Harris report, and Cashin, at the Burin meeting, urged the trawlermen not to accept the companies' offer. A vote was held at these meetings to "give authority to the negotiating committee to sign a memorandum of agreement containing implementation of the recommendations of the Harris conciliation board". The resolution also required that "no trawlerman shall sail until an agreement on the above basis is concluded between the union and the various companies" (DN 30.12.74). The result of the voting was announced by the union as 450 in favour and 5 against, of 7-800 eligible trawlermen (ET 31.12.74). Despite last-minute attempts at conciliation by the Burin Joint Town Councils, it appeared that the trawlermen's strike, postponed in September, was about to recommence in the winter, the time of year which 'draggermen' who wanted to spend some time on land chose for this purpose. No meetings between the parties were planned.

The trawlermen's strike, second phase: winter, 1975.

The trawlermen's strike officially recommenced on January 2, 1975, the day on which the boats were due to return to sea after the christmas tie-up. Affected were the five companies involved in the

earlier dispute, plus the newly-certified Bonavista Cold Storage Ltd. From Ramea and Gaultois, the non-unionised Lake Group boats continued to sail, but the trawler fleets at nine other ports were immobilised.

Lines being drawn, the opening sally came from an unexpected source. On January 6, Premier Moores announced that, contrary to established practice, welfare benefits would be denied to "persons who voluntarily and in concert withdraw their services from the labour market although jobs are available"; a few days later, a similar decision on temporary social assistance was announced (ET 6.1.75; DN 9.1.75; NIS 9.1.75, 14.1.75). In vain did Moores insist that the decision to deny benefits was already some months old and had not been taken with the present dispute in mind. "That may be true", rejoined Cashin, "but he made the decision and he must live with it" (ET 9.1.75). At fishing ports, disorderly scenes occured outside welfare offices, and several strikers were arrested. Moores did his best: "We won't let anyone starve", he said in a television interview, but the damage was already done. Amid talk of "centuries-old oppression" and accusations that the government had "declared itself openly on the side of the employers", the Newfoundland labour movement closed ranks and generous financial support for the striking trawlermen was pledged (ET 9.1.75).

On the first day of the renewed strike, John Crosbie ruled out government intervention in the strike in the foreseeable future (ET 2.1.75). Crosbie maintained contact with both parties and, on January 8, met with the union and gave them details of a new company

offer (NFFAW, 1975: 20). The next day, FANL and union met, the company offer was tabled, and the union rejected the offer, which, the companies claimed, would yield an annual income close to $12,000 and included an absolute guarantee of $15 per sea-day. The union alleged that the new offer was made solely for the purposes of propaganda and included no worthwhile new proposals. Talks were discontinued immediately (NFFAW, 1975: 20).

Union and companies now launched into an intensive public relations effort. Having failed to obtain satisfaction from Cashin, the companies now elected to circumvent him and appeal directly to the trawlermen with their new offer, while publicly accusing Cashin of misleading his followers about the contents of the offer. Cashin, infuriated, unleashed his full powers of invective upon the companies, whom he associated with most conceivable social ills, past, present and projected, which beset the province.

The companies used paid radio and press commercials, open letters, circular letters to trawlermen, open-line radio shows and their own "telephone information service" to impress their message upon the public. For the union, Cashin addressed public meetings and kept up a day-by-day barrage of press statements denouncing the companies and patiently advancing the union's message - that it wanted the method of payment recommended by Harris and would settle for nothing less. One cold January day, a demonstration of striking trawlermen in St. John's provided a splendid theatrical setting for Cashin's performative oratory and attracted widespread attention by the media

(see below, p. 187). Seemingly, public comprehension was buried under the weight of publicity; an Evening Telegram straw poll indicated a slight majority support for the trawlermen's case, but a widespread confusion over what the issues at stake in the dispute were (ET 15.2.75).

Publication of the Moores' letter, February, 1975.

At the end of January, 1975, company and union were deadlocked, lacking even consensus upon the issues in dispute and with no further negotiations in prospect. The FANL called for further negotiations, but Cashin replied that none were necessary (ET 25.1.75). John Crosbie maintained contact with both sides, but no move which was likely to end the strike transpired. The Burin Joint Town Councils were again attempting to mediate in the dispute, while striking trawlermen demonstrated at Grand Bank to protest the lack of support which the Councils had given to their position (ET 7.2.75). However, within the government the tide was subtly beginning to turn against the union. Alex Hickman (PC., Grand Bank) claimed that the strikers were being denied the opportunity to vote on the latest company proposals, and revealed that he had urged the trawlermen to press Cashin to conduct such a vote (DN 31.1.75). Another MHA, Leo Barry (PC., Placentia West), considered the strikers to be unreasonable in not returning to work (DN 22.1.75). A third MHA, Val Earle (PC., Fortune) described the strike as "ridiculous" (ET 15.2.75). All three MHA's were also cabinet ministers.

The companies' public relations effort also took a new turn. The FANL claimed also that the strikers wanted to return to work but were being denied the opportunity by the union, which was financially

mistreating its members and was "not above intimidation" (DN 5.2.75; ET 10.2.75). Significantly, in early February, the secretary of the FANL attacked the Harris report, calling it "rushed" and "inconsistent" (DN 5.2.75; ET 4.2.75) - the first time during the dispute that anyone had questioned the Harris report, which both sides had hitherto claimed to respect.

Cashin now toured the Burin peninsula brandishing the Moores letter, the first hint of the existence of which appeared in the press on February 5. Cashin was stormbound for several days on the south coast, but, upon returning to town, Cashin called a press conference to publicise the letter. The government was, he claimed, "welshing" on a commitment in the letter to ensure the implementation of the recommendations of the Harris report and its avowed policy of non-intervention in the dispute simply cloaked a refusal to "help change the system"; the rhetoric touched darkly on war, incarceration and blood (DN 10.2.75). On February 12, the full text of the Moores letter, contained in a union pamphlet concerning the history, nature and significance of the dispute, which was distributed to all Newfoundland politicians, was made public (NFFAW, 1975a).

No response was immediately forthcoming from Premier Moores, but John Crosbie, arguing for the government, said that it had honoured the commitment enshrined in the letter by making representations to Ottawa to furnish financial assistance to the fishing industry which would enable the trawlermen to earn a living wage. Crosbie's statement continued:

> "The government's commitment in the letter of September 6, 1974, was a commitment in connection with the fishermen's ability to earn a fair wage. The government did not commit itself, as is now being suggested, to force the implementation of any recommendations that were made by the conciliation board which was then to be appointed. The government made no commitment with respect to what kind of system should be in effect between the trawler companies and the trawler fishermen governing the earning of income by the trawler fishermen" (Crosbie, 1975b).

The government's financial commitment to the union was, Crosbie argued, limited to the provision by the provincial government, or by solicitation from Ottawa, of the financial means to bridge any difference between the companies' ability to pay and the need by the trawlermen for a fair wage. The phrase "agreed difference" in the Moores letter related to agreement reached through collective bargaining between union and companies upon a fair wage. Until such agreement had been reached, Crosbie maintained, the provincial government could not act towards financing such a difference. Moreover, the co-adventurer status was not an issue, as both government and companies agreed that it should change.

Besides Cashin, others disputed Crosbie's construction of the meaning of the Moores letter. Dr. Leslie Harris confirmed that he knew of the letter at the time he was appointed chairman of the conciliation board and that he had agreed to undertake the report on the understanding that the province would provide any funding necessary to make up the difference between the companies' ability to pay and the fishermen's recommended income level. Harris disagreed with Crosbie's interpretation of the letter. "If the report was accepted

by the government", he said, "then that would become the basis for the difference to be made up". His board was not an arbitration board able to make binding recommendations, but the context of the letter "inferred" that the government would have to accept the report before it could act on its commitment (ET 13.2.75; DN 14.2.75).

Cashin now launched a furious verbal attack upon Crosbie, whom he held to be responsible for the strike. Labelling the fisheries minister "one of the most creditable spokesmen on the right wing of Canadian politics", Cashin alleged that Crosbie had "sabotaged" the government's commitment upon succeeding to the fisheries portfolio. Crosbie's transfer to fisheries represented an attempt by Moores to cut a rival down to size and by the fear that, in the powerful finance portfolio, Crosbie would prove difficult to convince upon the subject of the resolution of the trawlermen's strike. However, Cashin alleged, Crosbie had swayed the cabinet to his side (DN 18.2.75). At the time these allegations were made, however, Crosbie was on vacation outside the province.

A major attack was launched on Premier Moores by Father McGrath, co-founder of the union, who continued to fulfil something of a role as spiritual godfather of the union, and whose infrequent public utterances attracted widespread publicity.[9] Declaring himself "thoroughly appalled at the reprehensible action of your government in denying your personal commitment to the trawlermen which had thrown into question the whole moral authority of the government", Father McGrath went on to bluntly accuse Moores of "lying" (DN 17.2.75).

Father McGrath's attack prompted the Premier to break silence and to defend his actions. The Premier explained that when he had written the letter on September 6, he had been referring only to fish prices, not to salaries. If union and companies could agree on a system of payment, then the government could give aid. Father McGrath had deliberately misrepresented the facts, the Premier alleged (ET 21.2.75).

Settlement of the strike, March, 1975.

Following the publication of Premier Moores' letter, the provincial government intervened in an attempt to settle the strike. On February 15, union, companies and provincial government representatives met in St. John's to discuss principles of payment (DN 18.2.75). On February 18, it was reported, Moores and Cashin were both in Ottawa on business. On February 20, after returning to St. John's, Moores met with FANL representatives, who agreed to take part in talks to resolve the dispute (ET 21.2.75). Talks began in Ottawa on February 21. Cashin represented the union, William Wells and A.A. ('Gus') Etchegary, vice-president of Fishery Products and secretary of the FANL, represented the companies, while Ed Maynard (PC; St. Barbe), provincial Minister of Manpower and Industrial Relations and CLC officials acted as mediators (ET 22.2.75). The talks continued for a week in Ottawa, resumed in St. John's on March 10 and in Ottawa on March 17. During the period in which negotiations were in progress, all parties observed a news blackout.

On March 19, agreement was reached, subject to confirmation by the striking trawlermen, upon the terms of a new contract which

would effectively end the co-adventurer status (ET 20.3.75). Cashin subsequently held meetings in the trawler ports, at which he recommended acceptance of the companies' offer. On March 29 it was announced that the trawlermen had voted ninety-two per cent in favour of acceptance and, by the end of March, the first trawlers had put to sea. However, one company, Bonavista Cold Storage, did not accept the settlement, but objected to a clause compelling officers below the rank of captain to join the union. Trawlermen elsewhere voted to donate five per cent of their wages to aid this company's trawlermen while their strike continued (ET 25.3.75). This dispute was ended by the voluntary compliance of the officers concerned with the 'union security' clause. Thus, the second phase of the trawlermen's strike ended on April 2, 1975, precisely three months after it had begun.

Although it may be said that the agreement did end the co-adventurer status, its terms were essentially a compromise between the Harris report's proposals and the companies' subsequent offer. In monetary terms, the trawlermen were well served by the agreement, which was expected to yield an average income of approximately $12,400 per annum (ET 5.4.75) - roughly half-way between the $13,000 recommended by Harris and the $11,700 offered by the companies on January 9. The average income of trawlermen in 1974 being $8,509 (Harris, 1974: 32), the settlement yielded a wage-increase of the magnitude of forty-five per cent. In addition, the agreement afforded four per cent vacation pay and established a life insurance plan to cover the trawlermen. The level of guarantee provided for by the settlement was far lower than

that envisaged by Harris, being only $20 per sea-day, or $4,800 per annum, rather than the $8,640 recommended by the conciliation board.

The system of calculation of trawlermen's incomes embodied in the settlement was not that recommended by Harris. The conciliation board had proposed that union and companies should negotiate income levels, from which a price of fish would be derived. However, the settlement provided for a straightforward wage-plus-poundage arrangement similar to the formula which the union had proposed to the conciliation board in Fall, 1974. Moreover, whereas the Harris report had envisaged the establishment of a single price per pound for fish of all species, the settlement provided for fish prices which varied according to species, as in the traditional system of payment.

Funding of the agreement was underwritten by a programme of federal assistance to the fishing industry, at an estimated total cost of $51 million for the period April 1975 - March 31, 1976. The principal provisions of this programme, which applied to the entire Atlantic groundfishery, were:

(1) Deficiency payments made directly to groundfish fishermen of 2.5¢ per lb. of fish landed. This provision applied to all fishermen, inshore and offshore, in the Atlantic region (authorised funding $27 million).

(2) Grants to processors of frozen and fresh groundfish fillets of 8¢ per lb. of fillets conditional upon the maintenance of at least the basic prices to fishermen paid on July 1, 1974.

In March, 1976, the Minister of State for Fisheries announced that temporary assistance to the industry would continue throughout the fiscal year 1976-7 under a programme with authorised funding of $44 million (Environment Canada, 1976: 48-9). In September, 1974, the provincial government had committed itself to an amount of approximately $325,000 to enable the companies to provide retroactive payments to trawlermen covering the period September 15 to December 31, 1974 (Crosbie, 1975a: 3).

As an outcome of the research into the present state and future needs of Canada's commercial fisheries which began in late 1974, the federal government initiated a new direction in fisheries management policy (Environment Canada, 1976). This report acknowledged that traditional fisheries policy in Canada "tended to be simplistic in the approach to resource management and relatively non-interventionist and uncoordinated in regard to industrial and trade development", and that a regulatory regime based on the concept of maximum sustainable yield paid insufficient attention to the equilibrium of the aquatic ecosystem (Ibid: 50-1). In future, governmental intervention in pursuit of resource management goals would be informed by two basic principles:

1. "The guiding principle in fishery management no longer would be maximisation of the crop sustainable over time, but the best use of society's resources. 'Best use' is defined by the sum of net social benefits (personal income, occupational opportunity, consumer satisfaction and so on) derived from the fisheries and the industries linked to them."

2. "While private enterprise, individual, co-operative, and corporate, would continue to predominate in the commercial fisheries, fundamental decisions about resource management and about industry and trade development would be reached jointly by industry and government" (Ibid: 53-4).

NOTES TO CHAPTER 4.

1. Interestingly, Ottawa blames the industry for its own plight:

> "The central problem of the ground fisheries, as of other commercial fisheries, is rooted in a conflict between individual interests and the collective interests. Although wise use of fishery resources obviously concerns the entire fishing industry, fishing enterprises separately must pursue their own interest: that of maximising their catch. In an open-access, free-for-all fishery, competing fishermen try to catch all the fish available to them, regardless of the consequences. Unless they are checked, the usual consequence is a collapse of the fishery: that is, resource extinction in the commercial sense, repeating in a fishing context the 'tragedy of the commons'" (Environment Canada, 1976: 39).

2. In fairness to the company involved, it should be recorded that the involvement of Fishery Products Limited, in both the inshore fishermen's strike and in the trawler strike, is more a function of the company's prominence in the provincial fishing industry rather than of poor labour relations. Indeed, in some ways, it was this company's readiness to deal with the NFFAW which made it more vulnerable to strike action than other companies, as the union dealt with Fishery Products in more contexts and for a longer period of time than with any other company.

Paradoxically, as Cashin (1977) admits, the union has enjoyed - the trawler strike notwithstanding - a better working relation with this company than with any other. Fishery Products was the first company to voluntarily recognise the union to represent its trawlermen, the first company to sign a collective agreement with the NFFAW, the first to sign a 'master

agreement' covering workers at all its plants, and so forth. Thus, the importance to the union of this company's attitude in setting a precedent for the rest of the industry, especially in the union's earlier days, should not be underestimated (see above, p. 81).

3. Trawler contracts were due to expire as follows:

Fishery Products	8.10.74
Atlantic Fish Processors	24.10.74
National Sea Products	1. 1.75
Burgeo Fish Industries	31. 3.75
B.C. Packers	31. 7.75

The NFFAW did not, at this time, hold contracts for trawlermen with either Booth Fisheries or Bonavista Cold Storage.

4. Confirmed by Cashin (1977) and by A.A. Etchegary, vice-president, Fishery Products Ltd. (1977).

5. The Northern Fishermen's Union staged a boycott at Port aux Choix in 1970 (above p. 84). as did fishermen at St. Shotts in 1965, in Bonavista in 1967 (above, p.113) and several groups of inshore fishermen in 1973 (above, p.107). However, in none of these cases was a legally certified union involved.

6. The summer trawler strike was, as Cashin admitted (above, p.128) illegal, except in the case of Booth Fisheries. The winter strike, commencing 2.1.75, was legal except in the case of two companies (see note 3 above). National Sea Products later prosecuted Cashin and the NFFAW for authorising an illegal strike, based upon Cashin's remarks to striking trawlermen in December,

1974, when this company still held a legal contract with the union. Cashin and the union were found guilty and a nominal fine was imposed upon both (ET 28.5.76).

7. Some confusion exists about the exact date of this meeting. Cashin recalls that the meeting took place on September 7, a saturday; the Evening Telegram of September 6 reported that the parties had met on the previous day; while the Moores letter is dated September 6. On the other hand, the settlement was not announced until September 9, a monday.

8. A hypothetical example might make this clearer. Union and companies agree on a desirable annual income of $12,000, giving a figure of $12,000/24, or $500 per voyage. In addition, there is to be an absolute guarantee of $360 (minimum) per voyage. Based on average catches, that are expected to be 125,000 lbs. over the contract period, they can then arrive at a single price of fish: 400/125,000, or 0.004¢/lb.

Should a vessel return from a voyage with 143,000 lbs. of fish on board, the earnings of each crew member for that voyage would be 143,000 x 0.004¢, or $572. However, if another vessel arrived with only 75,000 lbs. of fish, each crewman's earnings would be 75,000 x 004¢, or $300 - were it not for the minimum guarantee of $360. The higher figure, $360, would be paid to each crewman for this voyage.

9. Father McGrath had spoken publicly once before in the dispute, in early January, when he attacked the FANL's negotiating

position and the provincial government's decision to deny welfare benefits to the strikers (DN 8.1.75).

CHAPTER 5

THE RHETORIC OF THE STRIKE

Introduction:

This chapter comprises an account of the communications issued by companies and union during the course of the strike which is drawn from press reporting only. Such an account must, for reasons of brevity, be selective, and only substantial or novel communications are included here, those which briefly restate previously elaborated themes being disregarded for these purposes except where otherwise indicated. For the union, Cashin was the major spokesman, and such statements as were issued by other union personnel are likewise disregarded[1]. The companies issued statements collectively through the FANL and - in the winter strike - through a lawyer representing the six companies who were parties to the strike. Occasionally, certain companies issued statements on an individual basis.

In addition to communications issued by union and companies during the dispute, other published material relating to the strike was also important. In particular, as is examined in greater depth below (p.201), Cashin's communications may not be considered in isolation from the total reported events of which his communications are, in a sense, components.

Throughout the following ethnographic account of the

communications issued during the strike, the focus is upon Cashin's role as spokesman for the union, although both union and company statements are fully credited. The reasons for what may be seen as a bias towards Cashin's role are first and foremost a function of the topic selected for the thesis (see above, introduction, p.5). However, it will be concluded that, regardless of this initial bias, Cashin was empirically very much in control of the definition of the events of the strike portrayed in the media (below, p.234 ff).

Frame of reference.

A frame of reference for the presentation and analysis of the ethnography of communicative behaviour is adumbrated by Hymes (1972), who considers the various components co-present in communicative events. An adequate ethnographic account would require identification of : (1, 2) the various kinds of participants in communicative events, (3) the various available channels and their mode of use, (4) the various codes shared by various participants, (5) the settings in which the event occurs, (6) the forms of messages and their genres, (7) the topics and comments that a message may be about, (8) the events themselves, their kinds and characters as wholes (Ibid, 1972: 22-3). For present purposes, we may consider each of these factors briefly and sequentially in relation to the following ethnography:

(1,2) If "event" be construed to mean the sending and receiving of messages through the media, then the participants will be the union and the companies involved and the consuming public. However, it is

the construction of the strike as event through the media by union and companies which is central to this account. Considered thus, the event is ongoing and the term "participant" is therefore construed to include those to whose actions the messages refer, as well as the sender and receiver of the messages.

(3) As previously indicated, only messages issued through the press are included in the ethnography below. This is solely because press accounts are currently retrievable, while radio and television material is not. The implications which the nature of the channel may have for the form of the messages which were issued are also considered below (p.165ff).

(4) Only linguistic messages are included.

(5) The setting is given by the ongoing events of the strike, including previous messages by the participants.

(6) The forms of speech in which the messages are couched will be analysed below (p.216).

(7) The topics of the messages are the subject of the succeeding ethnography.

(8) The forms of the event itself are also analysed in chapter 6 below.

The media.

Before analysing the communications which Cashin issued during

the period of the strike, it is relevant to note the channel through which they were issued - that is, the mass media - and to suggest some implications that it would have for the form of the published communications and for the strategy that Cashin needed to employ. Although Cashin issued statements on radio and television, as well as in the press, the radio and television material was not retrievable and thus could not be used in this study. Examples of Cashin's communications have been drawn exclusively from press reporting.

If messages sent through the media are to be published in the form which the sender desires, he must design his communications according to the known (or supposed) values that the media employ in the construction and interpretation of news. At the same time, the values necessary to decode the message must be conveyed through the metacommunicative (Bateson, 1972) aspects of the message so as to ensure that the message, when subsequently re-encoded, that is, edited and summarised, will convey to the wider audience the message that the original communicator - in this case, Richard Cashin - intended. Such cues need not be verbal; for instance, it was not lost on the press that the strike began in Port-aux-Choix, the birthplace of the union.

Halloran's concept of "inferential structure" is of interest here (Halloran et al., 1970: 215-6). Halloran argues that the primary aim of the media in constructing news is to provide the public with a framework within which events can be readily interpreted. Moreover, Halloran and his associates were more interested in the media's inter-

pretation of events than with the selection of new items, in contrast to earlier research concerned with the 'gatekeeper' function of the press. Events are selected by the media according to the criterion of consonance with pre-existing images, which themselves emerge from previous news-structuring activity on the part of the media.

Walter Lippman (1961), in a work originally written more than fifty years ago, held that every editorial office had a set of rules according to which events were classified as news; principally, news must appeal to the emotions of the reader as well as giving him the opportunity to identify with the subject-matter which he reads. A more detailed analysis of the factors making up the structure of news reporting is delineated by Galtung (1965). Of the factors which he lists, the values of consonance with previously published material, of "negativism"[2] and of personification are of particular relevance to this case study. Negativism allows the presentation of an unambiguous image, personification permits identification by the reader with the reported news-events. Within the framework into which the media cast events, novel features or "news angles" will be covered with emphasis upon the negative and personality aspects.

Within the news-creating process, the role of the reporter is portrayed in the literature as being low in power, autonomy and status. Lacking a specialised "professional" body of knowledge, the reporter makes little or no input into the decision-making processes of his own organisation. The organisation of the newsroom is patriarchal,

with "each reporter individually responsible to the editor in a direct, familistic type of relationship" (Kline & Tichenor, 1972: 47). The disparity between editors and reporters, on the basis of decision-making *versus* assigned tasks, means that whereas editors enjoy a social status on a par with that of doctors and lawyers, the reporter is classed along with "other non-managerial service-type employees" (Carter, 1958: 136). The reporter's status fluctuates during the performance of his work: from a high, "false-status consciousness" while interviewing high-status persons, he reverts to the mundane level when assigned a typically commonplace task (Edelstein, 1966). This status inconsistency within the reporter's role and between reporter and source affects the news-gathering process; a reporter seeking status within a source community may, as a result, submit himself to a considerable measure of control by that community (Carter, 1958; Tichenor *et al.*, 1970).

Although no systematic survey of the functioning and personnel of the Newfoundland media accompanied this study, the results (however impressionistic) of interviews with St. John's media personnel suggest that reporters, both press and television[3], currently enjoy higher status and autonomy than is depicted above. It should be noted that most of the studies cited above were conducted in the 1950's and early '60's, a period that, in Newfoundland, preceded the entry of university-trained personnel into the media in any great numbers. Presently, most reporters are graduates; in the case of one newspaper, the figure is 80 percent. Many are under thirty years of age, and, in some cases, editors are little older. Many of those active in

Memorial University campus journalism and radio and in "alternative" journalism during the late '60's and early '70's, when the union and other manifestations of what Gwyn (1972: 304) called a "New-found confidence" were sweeping the province, have subsequently found careers within the local media or agencies for change (e.g. Memorial University's Extension Service). Reporters interviewed discerned a definite difference in values between younger, educated personnel and the older generation of reporters, who may have graduated to their present position from the mailroom or from another clerical position.

Tasks are determined at a morning assignment meeting in consultation between editors and reporters. There is little in the way of permanent assignment of a reporter to the coverage of a certain topic; rather, assignments are made on the basis of the particular interests of the individual reporter. Stories and articles are also initiated at the discretion of individual reporters. The reporters interviewed remarked upon the lack of supervisory restriction upon their work and indicated that they expected consultation upon any editing of the material which they produced. One television reporter commented: "Yes, I feel I can do just about any type of story I want. I don't feel any restriction. If I felt we weren't doing enough women's stories . . I could say that at the meeting and the editor would tell me, 'O.K., go do something about it.'" However, the order of the finished broadcast, newspaper or telecast is entirely in the hands of an editor.

Cashin and the media.

The most immediate problem encountered in any attempt to transmit through the media - that of attracting the media's attention - is, perhaps, less than formidable in the case under consideration. In the phrase of one St. John's journalist, Richard Cashin is "good copy". Yet it should be noted that the media in Newfoundland appear to be permeable with relative ease: "The media is - promiscuous, is that the word? Its not very difficult to get on the media, much easier here than any other parts I know of" (Cashin, 1977). Cashin's involvement with the union has, from the start, occasioned popular speculation - much of it uncharitable - concerning his motives and future intentions. His social and political criticism, his references to the need for the union to involve itself with matters political, the association of his name with the NDP, all have fed speculation that he may one day seek to re-enter the political sphere. Such speculation is heightened by the recollection of the ultimate demise of a previous working-class movement, the Fishermen's Protective Union and of its leader; Sir William Coaker, and by a political culture that bestows legitimacy upon established leadership offices and their incumbents and imputes self-seeking to the parvenu (Cohen, 1975: 44).

Besides the public interest which he generates, Cashin is also an attractive figure to the media in terms of their presentation of news. In addition to his oratorical gifts, he is outspoken to the point of vulgarity and is prepared, it seems, to "gossip" in public. Few, if any, other public figures in Newfoundland can generate as much public interest. Commented one St. John's journalist, "He's a delight to interview . . . Quotability is the name of the game and he

knows all about it . . . His communications are structured to gain attention."

Although media personnel discounted the possibility of direct interference by sources in the news-creating process, the feasibility of information-control by dint of such expedients as careful timing of releases, and by the quality of messages, was freely countenanced. Regarding Richard Cashin, it is evident that at least some reporters would be favourably disposed towards any suggestion that Cashin might make concerning the production of news items relating to himself or to the union. Asked how she would react to a (hypothetical) suggestion by Cashin as to where an interview should be filmed, a television reporter replied, "If he suggested, 'why don't we shoot this in front of the picket line?' [I would say] Okay, its [an event which is] happening, and it's better in the background than a boring old office wall." A newspaper reporter, commenting favourably upon the quality of Cashin's communications to the press, declared himself content to allow his messages to reach the printed page in Cashin's own words, edited only for reasons of redundancy and of column space. He said of Cashin, "He's thought things out more than any of the politicians have. You know, what he says makes sense. And he's very articulate." In another instance, of an emotionally-charged press conference, during which Cashin villified various Provincial Government ministers and resorted to the use of vulgar language, it was decided not to edit these passages out of the telecast, although the decision was expected (correctly) to provoke protest from some sectors of the populace.

Media personnel did not consider that Cashin sought to manipulate, or overtly to cultivate intimate relations with, the media, although some individual newsmen claimed to have a good working relationship with the union. Comparing relations with the union and with the companies, a reporter said, "One thing about Cashin, he's easier to get along with than the companies. Because, basically, they're all middle-aged business types. They don't particularly respect me or what I'm doing, I just go along and do the interview."

The literature includes studies of factors influencing the degree of accuracy with which newsmen report the messages of sources, and of factors promoting agreement or friction between newsmen and sources. Carter (1958) found this friction to be least when the parties were most congruent with regard to age and education and in their conception of the news and audiences when giving out stories. Another factor was source favourability to the press and vice-versa. Tichenor et al. (1970: 674) found that accuracy of reporting, defined in terms of the extent to which messages produced agreement between sources and receivers, varied positively with the degree of autonomy of the reporter in covering the story; the presence of positive newsman attitudes towards source and subject was greatest when the sources placed a high value on reporting to the public, approved of the media's role in this respect and "possessed a more differentiated view of the social action process in which the mass media might play a part".

The inference here is that Cashin's ability to influence the degree to which his communications would be censored by the media prior

to publication - that is, his ability to assume a 'gatekeeper' function (White, 1950) - is predicated upon a certain congruence of social values between Cashin and the reporters and upon trust on the part of the reporter in Cashin's own understanding of the values employed by the media in the construction of news.

The media are useful to Cashin in ways other than simply disseminating news; they also play an interpretative role in channelling and modifying popular culture. The media, especially the daily press, have been responsible for the generation of an extensive body of lore concerning the origins, intentions and political and social importance of the union, thus creating a framework within which new items of union-related information could be accomodated. It should be noted that Cashin himself is not the direct source of such values, though it is reasonable to assume that he may, sometimes, find it convenient to associate himself and his union, by inference, therewith.

The importance to Cashin of his function as the union's publicist may be understood by reference to what we call championship (see below, p.221) and to the design for an overall reform of the structure and operation of the fishing industry which the union has, since its inception, propagated (see above, p.14).

The messages.

Published statements by the parties to the dispute were not, in chronological terms, randomly distributed through the period covered by the strike. Most statements were concentrated in five periods, varying in duration from one to two weeks, throughout the nine months

spanned by the dispute. These periods, in relation to the key events in the dispute, were as follows (see also outline chronology of the events of the strike, below, pp. 194-6):

	Phase 1:	A period during July, 1974, following the initial strike by the Port aux Choix inshore fishermen.
Summer Strike 1974	Phase 2:	During late July and early August, while the trawlermen were joining the strike but before the provincial government intervened in the dispute.
	Phase 3:	In late December, 1974, preceding the resumption of the winter strike, and following the publication of the Harris conciliation board report.
Winter strike 1975	Phase 4:	During mid-January, 1975, when the strike had recommenced. Renewed negotiations between companies and union failed in early January.
	Phase 5:	In February, 1975, terminating with government intervention following the publication of the 'Moores letter'.

These phases are not completely separate with regard to published statements, as some statements occurred in between the phases indicated above. Also certain statements by provincial government ministers influenced the rhetorical choices of the parties to the dispute, but they are not analysed here.

Phase 1: July, 1974.

The inshore fishermen's strike, which acted as a prelude to the strike of trawler fishermen, did not come unannounced. Cashin had predicted earlier that a strike was "very much on the cards" unless fish prices for the coming season were increased (DN 21.6.74). On June 28, 1974, it was reported that Cashin was in Port aux Choix, where a strike vote was being conducted among inshore fishermen. On July 2, it was reported that a strike had commenced the previous day. A company spokesman described the strike as "regrettable" and inexplicable in view of the poor conditions prevailing in fresh fish markets at the time: "It's almost unbelievable for them to go out on strike given these conditions. The market situation is the worst in twenty-five years and there's nothing more that can be done. We still have production left over from last year" (ET 2.7.74).

On returning to St. John's from Port aux Choix, Cashin held a press conference at which he set out the union's case. Eschewing invective, he contented himself with an assessment of the significance of the market situation, one which differed markedly from that of the company spokesman. According to Cashin, the issues at stake transcended the considerations of profit-and-loss implicit in the company's view, and involved the structure of the entire provincial fishing industry and the relations between those involved in the industry-governments, companies and fishermen. However, the text of the speech was not predicated upon adversary relations between union and company, nor was a set of union demands, nor even an unequivocal focus of the dispute,

set forth. Though Cashin did say that the dispute was "about the price of fish", this theme was not developed further at this stage and the speech dwelt upon the strike's relation to the crisis in the fishery, together with the need for structural reform in the fishing industry. The Evening Telegram (5.7.74) reported:

> "Fishermen's union leader Richard Cashin said yesterday problems with the frozen fish market are temporary and not as severe as some Industry spokesmen have indicated. Mr. Cashin says he sees no reason why fishermen should bear the loss associated with any temporary marketing problems. Earlier this week, Fishery Products Vice-President Gus Etchegary had said that the frozen fish market situation is the worst in twenty-five years. But Mr. Cashin said that if the situation is that serious, which he doubted, a new system is needed in the marketing of frozen products. 'What is needed,' he said, 'is the establishment of a single marketing agency, similar to the Canadian Salt Fish Corporation.' Mr. Cashin charged that no action had been taken toward a frozen fish marketing agency because, 'unfortunately, as a province, we have not developed a fisheries policy.' He also felt the fish companies should be able to absorb temporary losses during periods of marketing troubles. 'If the fishing industry is to have a long-term future,' he said, 'the primary producer cannot be the one to bear the brunt of temporary and cyclical difficulties in the market place.' He predicted the strike could ultimately force government action 'because it has so much money tied up in the fishery.' 'The strike is not directed solely against Fishery Products at Port aux Choix,' he said, 'but is comparable with the fish-plant strike at Burgeo in 1971. The higher wages recently negotiated in Newfoundland fish-plants are a direct result of that strike,' he said, 'and the union is optimistic of similar results from the Fishery Products boycott. The present fish-price situation which led to the boycott exists because the companies felt the fishermen wouldn't take the type of action they have taken', Mr. Cashin said."

The second major union statement during this first phase appeared in the press on July 13, eight days after Cashin's initial

statement of position was published. It was considerably more provocative and less analytical in tone. Cashin warned that the strike "can and will" spread to other areas of the province, throwing thousands out of work, unless the fishermen received "a better deal." No other group of workers, he claimed, was expected to take a pay cut in times of market difficulties; the fish companies were acting as a cartel to fix prices illegally, and then dictate them to the fishermen. Referring to Port aux Choix, he claimed "The treatment of fishermen on the wharf at that community would make Spencer Lake[4] seem like a benevolent socialist" (ET 13:7.74). The provincial government was also at fault, Cashin continued, in lacking a comprehensive fisheries policy and in its past support of the companies, which had, in this instance, led the companies to believe that they would be successful in reducing fish prices.

On July 23, as union, companies and government officials met in conference, the crews of a number of trawlers owned by Fishery Products Ltd., the company against whom the inshore fishermen had struck, refused to sail; subsequently, crews of trawlers owned by other companies joined them. On July 27, Cashin gave a third version of the origins of the strike. Repeating that fishermen should not bear the brunt of market difficulties, Cashin went on to explain that the strike had occurred because of the companies' refusal to negotiate with the union, in which circumstances the fishermen had "no alternative" but to tie up:

"The fishermen went on strike because the company refused

> to negotiate except on a take-it-or-leave-it basis, hence putting itself in a position as arch defenders of the traditional position of fish merchants in Newfoundland.
>
> If they can get away with that, we might as well fold up the union. We're not negotiating for today - we're demonstrating to the companies that they have to take the fishermen seriously" (ET 27.7.74)"

The strike was not just a demonstration against Fishery Products Ltd., but went to "the roots of the whole fisheries charade in this province." The Port aux Choix action, Cashin said, "might prove to be the action which triggers fishermen right across the island."

Cashin's tendency, exemplified in a comparison of these three statements, to vary the definition placed upon the dispute, is considered below (p. 219).

Phase 2: August, 1974.

By late July, it had become apparent to Cashin and the union executive that the inshore fishermen's strike at Port aux Choix had failed to achieve the desired result of pressuring Fishery Products Ltd. into a settlement. Some fishermen were openly critical of the timing of the strike, arguing that, at a time when the company already held large stocks of unsold fish, the withdrawal of further supplies was not an effective sanction (ET 27.7.74). However, the union leadership was determined to win a settlement - any settlement - in order to protect what it saw as an important principle and therefore decided to escalate the strike against Fishery Products Ltd., by bringing the company's trawlermen out on strike, even though the trawlermen's contract of employment still had several months to run (see above, p.128).

When taking the decision to call out the Fishery Products' trawlermen, the union envisaged a limited action designed to exert pressure on the one company involved, to bring it back to the bargaining table. The union's decision, however, tapped a rich vein of discontent among all trawlermen, many of whom chose this moment to vent their frustrations by tying up their boats along with their Fishery products' comrades. Their action was shortly to force the hand of the companies and of the provincial government, but it also called for immediate action on the part of Cashin and for a time it was likely that events would run ahead of Cashin's ability to control them. On August 2, 1974, at a South-Coast fishing port, Cashin addressed a mass rally of striking trawlermen, to which the press was not admitted. Speaking to the press after the rally, Cashin explained that "the price of fish is the essence of the present troubles." Trawlermen were dissatisfied with the low prices they were receiving for their fish and believed that they were being deprived of their just share. Also, the status of the Newfoundland trawlerman had to be changed and "he is really looking for recognition." The fish companies had never taken the matter of pricing seriously, he said, and now the trawlermen wanted to be involved in setting these prices. "The whole matter is a real challenge to our fishermen," Cashin declared, claiming that the companies were discriminating against Newfoundland fishermen by paying them lower prices than fishermen elsewhere. Denouncing the Federal Government's newly-announced fisheries price support programme as further evidence of "Ottawa paternalism," Cashin claimed that the province's

fish companies would "make a killing out of the so-called poor markets through government financial aid. No fish merchant of any consequence will go out of business in Newfoundland, yet the Newfoundland fishermen are expected to bear the brunt of these so-called poor markets" (ET 3.8.74). The union would seek a meeting with the companies, he said, and would also be "advising" government. The next move would then be up to government and companies. The President of the Fisheries Association could not be reached for comment at this time.

So, new foci for the dispute had been found: the price of fish, which affected both inshoremen and trawlermen, and the status of trawlermen, loosely connected with notions of participation and "recognition". In this speech, unlike that which heralded the onset of the inshoremen's tie-up, Cashin is articulating the grievances of his members rather than merely shedding light on the sources of their discontent. According to him, there were no real obstacles to the achievement of a settlement - the companies were not really too poor to pay up and, in other regions, had done so; Ottawa, for its part, had proved its willingness to become financially involved in the dispute, even if on a basis unsatisfactory to the union. The companies, in refusing to settle in these circumstances, are acting as grasping "fish merchants" -- traditional figures in the Newfoundland pantheon of anti-heroes, as ever prepared to tighten the fisherman's belt for him once hard times strike. At this point in the dispute, we should note the introduction of the motif of Newfoundland fishermen being exploited as Newfoundlanders, not deemed worthy of the same pay as their colleagues in other regions.

Some days later, the companies, through the Fisheries Association, broke their silence. A full-page newspaper advertisement expressed "deep concern over the chaotic situation which has developed in the Newfoundland fishery," and accused the union executive of acting illegally and irresponsibly with "total lack of concern for the fishermen and plant workers." The statement added, "This type of union leadership cannot be tolerated if the fishing industry is to survive" (ET 9.8.74). The companies, then, took the stance that hard times were upon the industry and all must work together, but instead the union leadership was intent upon wreaking chaos.

Cashin (ET 9.8.74) replied with composure, charging that the FANL statement betrayed "a tragic misunderstanding of the situation." There was a general crisis in the fishery and "no-one in government or industry has looked at it from the fisherman's point of view"; both government and industry had to accept that fishermen must be involved in setting fish prices. Cashin's reply neatly blended the synoptic view of his first (July 5th) statement with the commitment-to-the-fishermen's-cause of subsequent statements and the "participation" theme of the post-trawlermen's strike oration. This, considered in sequence with the union's previous efforts in this field, compounded the definition of the situation, making it appear that there was, indeed, some misunderstanding of the realities of the situation on the companies' part.

Although the strike continued to make headlines for the next month, neither side issued further statements about the dispute. A

week or so after the release of this last statement, the provincial government intervened to mediate in the dispute. When, in September 1974, a temporary settlement resulted in the boats returning to sea, Cashin contented himself with the enigmatic comment that the relationship between the trawlermen and the rest of society had been recognised (ET 9.9.74).

Phase 3: The Harris report.

The conciliation board, whose establishment was one of the conditions upon which the trawlermen had agreed to return to sea, reported to government in November, 1974. The major provisions of this report have already been discussed (above, pp.137-41). Briefly, Harris recommended that trawlermen should be awarded large pay increases and that the traditional system of calculating trawlermen's earnings (a straight poundage system without guaranteed minimum) be replaced by a complex system of deriving fish prices from a negotiated annual income, which could then be used to calculate earnings for any specific voyage. As to the amount of such earnings, Harris recommended a figure close to $13,000 per annum, of which $8,640 was to be guaranteed. By advancing these recommendations, Harris vindicated much of the union's position during the summer strike at the expense of that of the companies. Union and companies subsequently failed to reach agreement on the basis of the conciliation board's report.

As stated, appointment of the conciliation board was the condition upon which, following mediation by the Premier, the boats had

returned to sea in September. At the time the board was being set up, Premier Moores made certain commitments to the Union, both verbal and written, which, the Union alleged, constituted a promise that the provincial government would, in the last resort, provide the funding necessary to implement any financial recommendations that Harris should make. This commitment was made, it was said, in a letter from Premier Moores to Richard Cashin, of which the companies were not advised (see p. 136 above for text of letter). Announcing that the union negotiating committee had recommended acceptance of the Harris report, Cashin warned that "Unless there is a signed collective agreement embodying the recommendations of this report, there will be no fishery in 1975" (DN 10.12.74). In mid-December, as the trawler fleet prepared for the annual tie-up over the Christmas season, Cashin repeated his warning, adding: "There has to be a day of reckoning. If government is going to get involved in the fishing industry, it has to be a balanced industry, one in which the viewpoint of the fisherman is taken into account" (DN 16.12.74).

At a subsequent meeting, union and companies failed to reach agreement on the basis of the Harris report. The main bone of contention was the monetary section of the Harris report. Although the company offer contained large pay increases, it did not incorporate the Harris method of calculating the single price of fish, that is, the derivation from a negotiated average annual income, nor did it match Harris' recommended level of guarantee. The trawlermen subsequently voted to

reject the companies' offer, the memorandum calling for an agreement based upon Harris' recommendations. On December 28, the Fisheries Association held a press conference, at which details of the companies' pay offer were promulgated. At this meeting, a company spokesman claimed that, by virtue of the inclusion of a system of guarantees into their offer, the companies had complied with the basic principle of the Harris report. The spokesman said, "We've made a reasonable offer. The union knows our financial position. What is going to be achieved by a tie-up?" (ET 30.12.74). Cashin, in turn, accused the companies of trying to mislead the public: "We're much farther apart than in just monetary items. The companies are not willing to negotiate a new contractual relationship, and that's at the heart of the matter" (ET 30.12.74).

Phase 4: January, 1975

On January 2, 1975, the trawlers failed to return to sea after the Christmas tie-up. Neither party to the dispute made further major statements at this time. The union stood on its assertion that clause eight of the Harris recommendations, that dealing with the system of payment of trawlermen, had to be recognised in principle before meaningful negotiations could be opened. The companies claimed that their pay offer incorporated the basic principles of the Harris report; therefore, only differences about pay-levels separated themselves and the union from agreement.

During the first week of the renewed strike, the premier

announced that, contrary to established practice, social security benefits would be denied to strikers and their dependents. Angry scenes took place as striking trawlermen demonstrated outside welfare offices, and several arrests were made (ET 7.1.75). Cashin declared that the decision had undermined the government's credibility in dealing with trade unionists: "To change the rules in the middle of a strike is going to be interpreted as an anti-union measure. I would say it will make it much more difficult for the provincial government to try and act in the role of mediator" (ET 9.1.75). Premier Moores had claimed that the decision not to allow welfare benefits was several months old and was not taken with the present dispute in mind, to which Cashin replied, "He may be right, but he made the decision and he must live with it. It is clearly being viewed by the fishermen as a pro-company decision" (Ibid).

On January 10, a new company offer, incorporating a larger guaranteed pay element than that proposed in their December 28 offer, was rejected by the union. The Fisheries Association issued a statement blaming the strike upon the "totally irresponsible actions of the union." Seemingly modifying their earlier claim to have accepted the principles of the Harris report, the companies now defended the existing co-adventurer relationship between trawlermen and companies[5] which they identified with the need for "incentive." While 'Harris' pay levels were attainable under an incentive system, the statement said, the adoption of a guaranteed wage would mean the "destruction" of the fishery (DN 13.1.75).

At the same time, one of the strike-bound companies, National Sea Products Ltd., a Nova Scotia-based firm, independently issued a statement which charged that the strike was illegal[6] and which accused the union leadership of "deliberately misleading" the trawlermen concerning the latest company pay offer (DN 13.1.75). A form-letter was sent to all National Sea Products Limited's trawlermen (and was published in a press advertisement) outlining the financial implications of the latest pay offer. The letter concluded, "Has Mr. Cashin told you this? I doubt it. Has he told you that the guaranteed annual wage is not common practice in Canada? Has he told you that the $13,000.00 figure, while attainable under an incentive system, is not the least bit practical on a straight guarantee system and will NEVER be agreed to by the fishing industry?" (DN 15.1.75). An open-letter from the president of National Sea Products Limited attacked the union leadership for engaging in this "philosophical [sic] struggle" (Ibid).

In August 1974, Cashin had responded calmly to an analogous FANL statement and he now dismissed this latest one in a few sentences, the bulk of his wrath being reserved for National Sea Products Ltd., whom he dubbed "public enemy No. 1." This company, Cashin claimed, "...Are [sic] the main obstacles between companies and union. The traditional merchant is no longer the villain, but a multi-national company"[7] (ET 13.1.75). Having established the company's pedigree as inheritor of the tradition of mercantile exploitation, Cashin assailed its image as a good corporate citizen. "The other companies", he said, "look like small potatoes next to National Sea in its ability to get public funds out of the government" (Ibid). In return for such largesse, National Sea had "looked contemptuously at Newfoundland for years."

It was, Cashin claimed, the mainland companies who had obstructed a settlement all along, being afraid that any new system pioneered in Newfoundland would spread to their operations elsewhere[8] (ET 14.1.75). Cashin further charged that recent company statements were evidence that they were unwilling to settle on any terms (DN 15.1.75).

At this point, Cashin took the offensive, addressing a series of public meetings. In a speech delivered at the Fisheries College in St. John's, Cashin once again expounded the union's perspective and refuted that of the companies (ET 16.1.75). For the first time during the dispute, he dwelt upon the broader socio-political significance of the strike, which was "the most important thing since Confederation." The Harris report was "... a historic document. It may be called the 'Bill of Rights' for fishermen. It gives a new sense of dignity to fishermen." Of the eventual outcome of the strike, Cashin said, "Whatever the outcome of the dispute, the fishery will never be the same. If we lose, it will mean the deterioration of the fishery. If we get a victory, it will guarantee Newfoundland the continuation of having the best trawler fishermen in the world." At one point in the speech, Cashin, becoming excited, resorted to more earthy social criticism. "That's the trouble in Newfoundland," he shouted, "People get to where they are by kissing the right arses."

The next day, Cashin addressed a trawlermen's demonstration outside the House of Assembly in St. John's. In a move pregnant with unwitting symbolism, the authorities decided on the advice of security

personnel to lock the doors of the building against a petition-bearing trawlermen's deputation. The newsreel cameras rolled as Cashin stood beneath a statue of John Cabot, the accredited discoverer of the island, with the locked doors in the background and the 'baymen' gathered before him, and shouted, "The leadership of this union is being villified by the companies. These fish barons will do anything to destroy the union, and to destroy the fishermen, in order to keep the same old system." Newfoundlanders should tell the companies, "We are no longer the 'Coolies of the North'"[9] (ET 17.1.75).

The companies, for their part, took the dispute to the airwaves. In a series of radio advertisements, a company spokesman reiterated the companies' definition of the issues at stake in the strike, gave details of the latest company pay-offer and charged that Cashin had witheld the details of the offer from the trawlermen. Cashin retorted that this move indicated the seriousness of the dispute, observing that "the pig squeals loudest before death." Union and companies were, he said, locked together in the "biggest battle since Confederation" and the companies were using "lies and distortion" to "preserve the kind of power they have held all their lives" (ET 20.1.75). In a novel explanation of the companies' alleged intransigence, consistent with a portrait of the companies as defenders of the traditional position of the fish merchant in Newfoundland outports, Cashin now suggested that the companies were unwilling to settle for fear that, by so doing, they would also benefit the inshore fishermen - who correspond, in this

metaphor, to the downtrodden rural underclass (ET 21.1.75). Furthermore, if the companies' spokesman was trying to attack Cashin's personal integrity, "he joins a long line of bigger and better people" (Ibid).

As January drew to a close, the pace of the verbal battle began to slacken. The companies called on the union to recommence negotiations; Cashin declined the invitation. He gave a resume of most of the union's rhetorical weaponry to date -- that the strike was legal, that the companies had not accepted the Harris report, that this failure on their part was the core of the dispute, that the companies were mounting "a massive campaign of personal vilification aimed at discrediting the leadership of the NFFAWU. It is not surprising that they should resort to distortion of the facts, half-truths and untruths. The companies have had their own way with the fishermen throughout their entire history. They are not going to give up easily and the public should be ready to expect even more outrageous and outlandish behaviour on the part of these companies" (ET 30.1.75).

Phase 5: February, 1975

The intense public relations campaign waged by the companies and by the union had not moved the parties any closer to resolving their differences. The union had, throughout, held to the position that only acceptance of the Harris report by the companies would end the strike. The companies, though with some wavering of their collective line, insisted that they had accepted the Harris report and that only financial differences separated their position from that of the union; therefore, negotiations could recommence immediately.

Publicly expressed support to date was overwhelmingly on the side of the trawlermen in the dispute. The labour movement, in Newfoundland and eslewhere, gave generous moral and financial support to the union. The opposition Liberal and New Democratic parties, the St. John's Daily News and sundry bodies and individuals spoke in favour of the trawlermen's case. A straw poll conducted by a St. John's newspaper indicated a majority of public support for the trawlermen's case, though confusion over the issues in the strike was, understandably, widespread[10] (ET 15.2.75). The Joint Town Councils of the Burin Peninsula, the main trawler-fishing area of the province, were attempting to mediate between the disputing parties and added their voice to those calling upon the provincial government to intervene in settling the dispute.

The provincial government, however, was still declining to intervene in the dispute. Fisheries Minister John Crosbie, an influential figure within the governing party, had agreed with the companies that their latest pay offer respected the principles in the Harris report (DN 15.1.75), and had issued a 'fact sheet' seemingly sympathetic to the companies' cause (Crosbie, 1975a). Against the background of rumours of a split within the cabinet over the way to handle the trawlermen's strike, other ministers uttered public statements that appeared to denote want of sympathy with the trawlermen's position. Particularly galling to Cashin was the claim by a senior minister that the majority of trawlermen wanted to be given the opportunity to vote on the companies' latest pay offer (DN 31.1.75).

A new line of attack which the companies now adopted differed in two major respects from their previous rhetorical stance. Where they had previously claimed to accept the Harris report, a company spokesman now attacked the report, which he claimed was "inconsistent" and "rushed" (ET 4.2.75; DN 5.2.75). The other prong of the companies' new assault was their claim that the trawlermen, in fact, wanted to settle the dispute, but were being prevented from so doing by the union executive, which was "not above intimidation" (ET 10.2.75). The companies set up a "telephone information centre," ostensibly to remove public confusion over the strike, including confusion among the strikers. On the basis of telephone calls received by their centre, the companies alleged that the majority of trawlermen wanted to return to work (ET 6.2.75).

The union distributed a pamphlet (NFFAW, 1975a), concerning the history and significance of the strike as seen from the union's perspective, to all federal and provincial politicians. Much of this pamphlet was taken up with union arguments already expounded during the dispute. Also included, however, was the text of the letter written by Premier Moores to Richard Cashin in September 1974, which contained a commitment, the union alleged, by the provincial government that it would ensure the implementation of the recommendations of the Harris report.

Cashin now attacked the provincial government with venom. The government was "welshing on its promises", he charged, "in an attempt to preserve the tyranny of the fish companies which has

existed for so long in this province. Therefore, in terms of having an enlightened political structure, Newfoundland is no better off than it was one hundred years ago. The politicians of this country, by and large, listen to the fish companies, not to the fishermen" (ET 15.2.75).

A day or two later, in an astonishing outburst of invective, which was transmitted over CBC television, Cashin assailed the integrity, competence and personal worth of the more senior members of the provincial cabinet. He also alleged that the government had been asking him to add his name to "the long list of Newfoundlanders who sold out their own people" (DN 17.2.75). The government was trying to bust the union, as Smallwood had done with the IWA (see above, p.), but Cashin would not acquiesce in these endeavours: "If the government turns against us" he thundered, "if the south coast turns against us -- indeed, if the whole province turns against us, the only way they will stop us fighting is to clap us in irons and deport us from the province. And, by God, we won't go without blood on our hands!" (DN 10.2.75). Similar sentiments and expressions of defiance were repeated on several other occasions.

Following the publication of the Moores letter, Fisheries Minister John Crosbie disagreed with the union's interpretation of the letter. The conciliation board had not, Crosbie said, been empowered to deliver binding judgements and whereas the government stood by its commitment to enable the trawlermen to earn a fair wage, the burden this entailed could not be discharged until union and companies reached agreement, through negotiation, on the basis of the board's report

(DN 10.2.75). Embarrassingly, Harris did not agree with Crosbie's interpretation of the letter and revealed that he had agreed to conduct the report on the understanding that the province would provide any funds necessary for its implementation. Although the conciliation board could not make binding recommendations, Harris said, the context of the letter "inferred" that the government would have to accept the report before it could act on the commitment contained in the letter. Accordingly, Harris let it be known, it seemed to him that the government did not accept his report (ET 13.2.75: DN 14.2.75).

Premier Moores, who had been silent until now, refused to comment upon Harris' statement, but was stung to his own defence by an attack on the part of Father McGrath, one of the founders of the union, who called him "untruthful" and accused him of deceiving the workers (ET 17.2.75). However, the premier appears to have quietly reassumed control over the situation, while Crosbie headed South for a vacation. In mid-February, the premier intervened to mediate in the dispute. Negotiations were held in Ottawa, ostensibly because by this time passions were inflamed in St. John's. Neither union nor companies issued further statements until the strike ended in late March.

In the final settlement, neither side achieved all its aims, though both felt able to claim victory in principle; in particular, union, companies and government were at pains to stress that the 'co-adventurer status' - an entity not always clearly defined - had definitely been abolished. In straightforward monetary terms, the

union got a compromise between what Harris had recommended and what the companies had most recently offered (ET 5.4.75). Whereas Harris had suggested $13,000 and the companies had offered approximately $11,700, the settlement formula would yield average wages of about $12,400 per annum, roughly halfway between the two poles. The method of calculation was to be a wage-plus-poundage arrangement and not the complex system of deriving a single fish price that Harris recommended. It was, nevertheless, an improvement over the company offer of an increase in fish prices under the old system (the union had asked Harris for a wage-plus-poundage system). Whereas Harris had recommended a minimum guarantee of $8,640 and the companies had offered $3,600, the settlement allowed for a guarantee of $4,800. The agreement was to apply for only six months, at the end of which period new contracts were to be signed. The settlement was financed by a federal subsidy which gave aid both to the companies and directly to the fishermen. Although both sides professed to be happy with the settlement, neither was demonstrative about claiming victory; conceivably, both were tired.

Chronology of the strike.

1974	The summer strike
July 1	Inshore fishermen at Port aux Choix tie up.
July 12	Cashin warns that strike may spread if fish prices not increased.
July 17	Ottawa authorises programme of financial aid to fishing industry.
July 23-24	Union and companies meet.

1974	The summer strike (continued)
July 23	Meeting at Burin, trawlermen refuse to sail ...
July 24 - early August	... joined by trawlermen at seven other ports.
August 1	Mass meeting of striking trawlermen at Marystown, addressed by Richard Cashin.
August 15	(a) One company (Booth Fisheries) reaches agreement with union, trawlers set out from Fortune. (b) Premier Moores agrees to intervene in the dispute.
August 15-30	Talks between union and companies break down on the question of short-term measures.
September 7	Settlement announced, trawlers to return to sea pending report of conciliation board.
September 12	Trawlermen vote to accept temporary settlement.
1974	Interregnum
November 14	Harris Board report recommends abolition of co-adventurer status and negotiation of income-levels.
December	Ottawa increases aid to fishing industry.
December 24	Trawlermen vote not to sail until Harris Report implemented.
December 28	Company spokesman claims companies have accepted principles of Harris report, that union and companies merely differ on money.
1975	The winter strike
January 2	Strike officially starts. Government declines to intervene.

1975	The winter strike (continued).
January 6	Government decision not to allow UIC or welfare benefits to strikers described by union as "provocation."
January 13	New company offer incorporating guaranteed minimum wage rejected by union.
January 14	Companies send details of their offer to trawlermen, published in press; full-page advertisement attacks Cashin.
January 14	Provincial Minister of Fisheries agrees with companies that they have accepted principles of Harris Report.
January 15-Feb.	Companies broadcast radio advertisement, set up telephone information service, print open letters to trawlermen assailing union position and leadership. Trawlermen demonstrate in St. John's and on Burin.
February 5	(a) Company spokesman attacks Harris Report. (b) Cashin publishes letter from Premier dated September 6, 1974, which union claims promises to implement recommendations of Harris Report.
February 15-20	Premier Moores meets union and companies, agrees to mediate.
February 21-27	Union and companies meet in Ottawa, with provincial and federal government and CLC mediation.
March 10	Talks resume in St. John's.
March 17	Talks resume in Ottawa.
March 20	Settlement announced.
March 28	Trawlermen vote to accept settlement.

NOTES TO CHAPTER 5

1. Statements issued by other union spokesmen were relatively few in number and were largely confined to routine subject matter. In any case, it was Cashin who, throughout the strike, promulgated the "union line".

2. Galtung defines negativism as "what most people refer to when they say that 'there is so little to be happy about in the news.'" (1965:69).

3. All of the studies cited above, with the exception of that of Halloran et al., were concerned with the press. My interviews with St. John's journalists yielded no reason to disagree with Halloran's contention that "The broadcasting institutions have a different history, but many of the pressures (e.g. high audience figures) as well as the professional journalistic norms are the same for both press and television" (Halloran et al., 1970:28).

4. Spencer Lake was the "villain" of the union's 1971 fish-plant strike at Burgeo (above, pp. 93-101).

5. In view of the subsequent confusion which arose about the companies' acceptance of the principles of the Harris report, one must bear in mind the distinction between (1) the amount of money in Harris - $13,000 (2) the method of calculating fish prices which Harris proposed - derivation from a negotiated income (3) minimum guaranteed element in Harris - $8,640.

'Co-adventurer' refers to a relationship between trawlermen and fish companies in which the trawlermen were not recognised as employees of the companies, with whom they shared in the success or failure of the individual voyage (Andersen, 1972; Brox, 1972). The legal distinction between co-adventurer and employee status had been reduced by the Fishing Industry (Collective Bargaining) Act (SN 53, 1971) which granted fishermen the right to organise.

6. Correctly, it seems. Cashin and the union were later found guilty of authorising an illegal strike against National Sea Products and a nominal fine was imposed upon both.

7. National Sea Products Limited denied being a multi-national company. Perhaps the charge makes more sense if one considers Newfoundland to be a nation.

8. As in the case of Fishery Products, the union's working relationship with National Sea Products has been better than with almost any other company. Both companies had acted as trendsetters and "wage leaders" for the rest of the industry in contractual negotiations.

9. One of the many colourful insults which Cashin is wont to use.

10. The doubts which, at first inspection, this piece of information may arouse concerning the success of Cashin's publicity efforts are considered below (p. 202). Basically, I argue that the attraction of public support was not the sole, or even the major, object of Cashin's use of rhetoric during the dispute.

CHAPTER 6.

ANALYSIS OF THE RHETORIC OF THE STRIKE

The verbal battle.

A major aspect of the confrontation that accompanied the strike was the attempt by union, companies and, less overtly, by the provincial government, to define the nature of the issues in the dispute. This, perhaps, was the main task of the rhetoric. Union spokesmen, indeed, generally avoided the use of the term 'strike', preferring to speak of a 'boycott' or 'tie-up'. It should be noted that the union has made a practice of defining its labour disputes as "non-strikes", involving matters of principle or questions of human dignity rather than of wages and working conditions. In the 1974-5 strike, such a definition was rendered more credible by the fact that neither inshore fishermen nor trawlermen were recognised as employees, while, after the publication of the Harris report, the union legitimated its position on the basis of the report of a conciliation board chaired by a neutral party. Nevertheless, at no stage during the nine months spanned by the dispute did the union publicly issue a wage demand.

Both the companies' and the union's definition of the issues concerned the legality and responsibility of the respective parties - which neither party was reticent to spell out - in addition to a set of recommendations about the way to resolve the dispute. The union went further: in issuing recommendations for nationalisation of the industry, it held in question the legitimacy of the existence of the

companies, at least in their present mode of operation.

Although Cashin initially defined the dispute as being "about the price of fish", the emphasis was soon changed to "the status of trawlermen". The companies, at the beginning of the tie-up, defined the situation in terms of the rationality of their own response to depressed market conditions and the corresponding irrationality of the actions of the fishermen in striking. Their reasoning was derived from the imperatives of sound business management in face of fluctuating supply and demand conditions, so that the companies were responsive to the realities of the situation while the fishermen were not. Cashin, however, sketched a picture of the market situation that transcended and, so to speak, subsumed that offered by the companies, couched in terms of the imperatives of the "managed" economy. Such a picture is both analytical and critical and has the merit of explaining both the reaction of the companies to the market crisis and that of the striking fishermen in purely systemic terms without, at this stage, requiring Cashin to explore the motivations of either. Simultaneously, Cashin is questioning the relevance of the companies' problems to the situation at hand.

During the winter strike, the union's definition of the issues rested upon the report of the conciliation board, which had gone some way to vindicating the union's definition of the summer strike, particularly with regard to Harris' acceptance of the necessary role of the government in managing the fishing industry and of the need to ensure an adequate income level for the trawlermen without

regard to the profitability of the companies. Accordingly, during the winter strike, Cashin restricted his definitional rhetoric to the statement that more than mere money separated companies and union. The companies, on the other hand, had a clear interest in maintaining that it was, in fact, a matter of dollars and cents which separated them from the union. Such a definition would undermine the union's "non-strike" stance and would also make the union appear unreasonable in refusing to negotiate on the basis of a company offer. Furthermore, such an emphasis served to shift attention from Harris' deliberations upon the pre-requisites of a 'managed' fishing industry and on to the familiar grounds of the companies' ability - or inability - to pay.

Besides defining the nature of the issues at stake, Cashin attempts to interpret the actions of others. His communications should not be viewed in isolation from the events to which he refers, but as adjuncts to the actions of others in constituting the total reported event. It is pertinent here to consider Cashin's relation to the messages he purveys. His messages are not overtly geared to provoking action on anybody's part, nor are they seemingly addressed to any specific recipient. He speaks, not as the ostensible source of decisions and of events, but as their chronicler and interpreter. He does not justify, nor does he usually threaten, but speaks and warns of inevitabilities. For instance, when the Premier announced his decision to disallow social security benefits to the strikers, Cashin observed that the trawlermen were viewing his decisions as an anti-union measure, and that the government's task in mediating in the

dispute would thereby be made that much harder. Cashin's use of this tactic is comprehensible in the light of certain aspects of his relation to his followers (see below, p. 221 ff).

For whom were Cashin's messages intended? His audiences are many and varied. They include his followers, both strikers and others, some of whom were suffering from the strike; the companies; federal and provincial governments; the media; the general public and various institutions and interest groups within it. It is notable that Cashin avoids overt solicitation of public sympathy. Nor - unlike the companies - did he attempt to negotiate through the media, but rather stressed the principle that he wanted to be conceded before meaningful negotiations could begin. Newfoundland governments have seldom felt themselves unduly encumbered by the constraints of an informed, articulate public; indeed, the public in Newfoundland has shown an unwonted tolerance for scandal on the part of its leaders (Neary, 1973; Noel, 1971; Gwyn, 1972), and the present administration managed to survive the furore surrounding the publication of the 'Moores letter' in the September, 1975 elections. Although the union attracted much support from various interest groups, the sole document concerning the opinion of the public - a 'straw poll' conducted by a St. John's newspaper indicated as much puzzlement over the issues in the dispute as it did support for either of the disputing parties (ET 15.2.75).

In assessing Cashin's relation to the public, it is, perhaps, useful to draw a distinction between audiences and onlookers. Alternatively, one may insist that the meaning of the term "audience" be

restricted to the relationship between actors and public in a theatrical setting, rather than in the political forum. Cashin then appears on stage both as actor and as narrator. Of course, Cashin is concerned with persuasively informing the public of the merits of the cause he represents, but he is also 'giving off' (Goffman, 1959: 2) information to various onlookers - not least among them the provincial government. The provincial government may not fear that Cashin's oratory, however impassioned, will cause the public to revolt against them, but they can scarcely ignore the fact that there is a row going on in the world beyond the chamber doors and that Cashin and the union are involved in it, or that the Federation of Labour, or a daily newspaper, or certain prominent clerics are known, through the media, to be sympathetic to the trawlermen's cause. There is something more involved here than the routine aggregation and articulation of public opinion - something more akin to the fabrication of an event, to which the authorities must respond, if only with silence. Once the standard is raised, those who opt for neutrality are confronted with a decision as surely as those who decline to follow the colours.

In relation to his followers, Cashin had several uses for rhetoric during the dispute. He had to voice their grievances, and to be seen to work on their behalf, to maintain normal relations between champion and followers. By his own admission, Cashin ran an "inspirational campaign" to succour those on the picket lines through a bitter, harsh winter (Cashin, 1977). Indeed, the union's chances of victory very much depended on the executive's success in keeping the

trawlermen out on strike in the face of all manner of frustrations, privations, hardships, tempting company offers and governmental intransigence.

The concept of rhetoric.

The term "rhetoric" (and its adjectival form) has been used freely above without being subjected to close examination and definition. Philosophical interest in the art of argumentation had long been subordinated to the claims of the methods of natural science when the work of Austin (1962) and Perelman (1969) generated a new interest therein, and a heightened appreciation of the role of the persuasive arts in human affairs. In this "new rhetoric", the concept of rhetoric as "purple prose" is abandoned in favour of the study of the realm of the persuasive in social life.

An anthropological approach to the study of rhetoric in political speech has been employed by Paine (1978a), who argues that the object of the use of rhetoric by politicians is to enhance their own power, by levying a claim upon the commitment of their audiences. Much of the remainder of Paine's essay is devoted to the consideration of how such a commitment is to be forged. While consideration of the characteristic semantic structure of rhetoric need not detain us here, it may suffice to outline what, for Paine, are the diacritica of political rhetoric: that it is a practical activity through which the politician is able to change some aspects of the reality with which he must contend and that it is effected through performance. Following Hymes (1975), performance is seen to be partly constitutive of the

social event in which it occurs and to be that element of the occasion by which it is rendered transcendent of the ordinary course of events. Through the performative, creative element of speaking, the politician is able to organise the experience of his audiences.

It was noted above that the goal of the rhetorician is to persuade his audience; however, for him to succeed in his task, it is not necessary for him to persuade them toward his own opinion. Rather, it behoves him to begin with the cognition and values of his audience, to "know the criteria of reality that his audience will apply and to act accordingly" (Perelman, 1969: 458), in order to assure the audience of the homology of his message and their opinions and beliefs. Paine (1978a) describes the end of the rhetorician's endeavour as that of making belief possible: That is, of the induction of the appropriate context from which will flow the behaviour which the speaker desires from his audience. But, as performer, he is not altogether divorced from, or placed in an adversary relationship to, his audience. If the rhetorician's art is adequate to his task, speaker and audience are twinned in the construction of a communal ideal product, an endeavour which might be encapsulated in the term "the rhetorical process".

This means that a speaker must be alive to the metacommunicative checks which his audiences will place upon his messages (Paine, 1976). In persuading the audience that the course of events which he advocates - or implies - is both justified and appropriate, the rhetorician must not only supply the audience with the data it will need to be able

to draw the desired conclusion but also with the values whereby such data may be decoded.

Varieties of speech

A problem which lies at the heart of anthropological throught is that of the relation between symbolic and social structures. Whereas the "classical" sociological tradition has stressed the primacy of social structure over the conceptual realm, there has also existed a contrary trend which, following the Sapir-Whorf hypothesis, has asserted that it is the structure of language which determines cultural patterns, thereby influencing social structure as well (Giglioli, 1972: 13; Hymes, 1972: 32). The work of Bernstein attempts to bridge the gulf between these opposing views.

At this juncture, it is necessary to introduce a distinction between language and speech; while "language" refers to "a totality of grammatical rules shared by all members of a linguistic community", "speech" refers to "actual utterances of individual speakers" (Giglioli, 1972: 7). A language, Bernstein observes, is capable of producing an unlimited number of speech codes, which are realised through the system of social relationships of which they are a function (Bernstein, 1967: passim). Bernstein applied this hypothesis to the study of the nature of social barriers between classes within a single society; his delineation of the restricted and elaborated forms of speech code is too well known to merit attention here (see Bernstein, 1971).

The influence of Bernstein's work has been "immense" (Dittmar, 1976: v), not only in sociolinguistics, but also in anthropology (cf.

Paine, 1976) and - perhaps especially - in education; however, some recent work has been sharply critical of Bernstein's concept of speech codes. Dittmar accuses Bernstein of an "unacceptable circularity of definition" (1976: 10) of the relation between speech codes and social relations, and detects a certain elusiveness in his successive attempts to define the speech codes whose existence he postulates. Most tellingly, Dittmar rejects Bernstein's sociolinguistic theory on the grounds of the failure of the educational policy recommendations to which it led (Ibid: 28ff; also Labov, 1972a: passim). Labov concurs with Dittmar in his criticisms of Bernstein on the grounds of lack of detailed description of the central concept of speech codes (1972a: 192) and with respect to the efficacy of practical applications of the "deficit" theory (p.179). Labov further charges that Bernstein's characterisation of the difference between elaborated and restricted codes is at variance with empirical evidence (p.183) and is, in any case, the product of a bias against lower-class forms of speech (p.202) and a failure to distinguish between the sociological properties of his types of code and their "style" (p.192). Moreover, Labov concludes that, in fact, "the social situation is the most powerful determinant of verbal behaviour" (p.191).

An alternative framework for the study of language use in relation to social structure is provided by Gumperz (1972). Central to his approach is the concept of the "speech community", a perspective applicable to most social groups; the social group, as speech community, is seen as a "field of action where the distribution of

linguistic variants is a reflection of social facts" (Ibid: 225).[1] Varieties within a speech community - which may range from minor "marking" devices to a choice of different languages - are systematically related to a shared set of norms, so that variety is an index of patterns of social interaction within the speech community. Gumperz distinguishes between "dialectal" and "superposed" varieties of speech.[2] Dialectal relations set off varieties used by different groups within a common culture, while superposed relations refer to varieties associated with different activities carried on within the same group - for instance, the language of ritual or of technical discussion - control over which is differentially distributed throughout the speech community. The totality of dialectal and superposed variants regularly employed within a community corresponds to the "verbal repertoire "of that community, while repertoires will vary with regard to both the range of linguistic differentiation existing within a community and the degree of sharpness with which varieties are set off from one another (Ibid: 225-6).

The language of politics.

An assumption central to this analysis is that what may be termed the "public language" of politics in Newfoundland was, at the time of the strike, changing. More specifically, it is assumed that, in process of change associated with a transition from the monolithic structure of Smallwoodism to the "open" politics of the late '60s and early '70s, the norms governing the conduct in public of public affairs were themselves in flux. These circumstances allowed considerable freedom of manoeuvre to one sufficiently skilled in the use of the

public media. Unfortunately, it is no simple matter to prove these assumptions, though some light may be shed upon the changing nature of the language of politics by an examination of the rhetoric which accompanied the 1971 provincial election.[3]

In 1971, the province had been headed for 22 years by J.R. Smallwood, who, by dint of skillful exploitation of traditional values and virtually single-handed control over the public coffers, had attained a high degree of personal power. However, during the late '60s, there emerged opposition to Smallwood and to the values by which his rule was sustained, which was first manifested by challenges to Smallwood from within his own party (see above, pp.68-75). While this rebellion failed to unseat him, it made opposition to Smallwood appear credible, and thereafter he ruled with a less sure hand. He was further incommoded by the resurgence of the opposition Progressive Conservative (PC) party under a new leader, Frank Moores, supported by a pervasive province-wide organisation. The PC's presented themselves as a credible alternative to the Liberal regime. As election time approached, commentators detected a feeling in the air that Smallwood's demise might be imminent (ET 28.10.71 ; Gwyn, 1972: 328ff.).

The campaign strategies of Moores and Smallwood manifested both (as defined here) "modern" and "traditional" elements, though the emphasis placed upon the several dimensions by the two candidates differed. This may be illustrated with reference to the differences between the conduct of the media and grassroots campaigns by the two candidates. The PC media campaign concentrated upon presenting alternatives to the style of government and of leadership of the incumbent

regime rather than campaigning on any specific issues. Their slogan was "The Time has Come", an echo of Crosbie's campaign for the Liberal leadership two years before. The PC campaign strategy, described as "Madison Avenue soft-sell" (DN 25.10.71), was engineered by Toronto public relations consultants and presumably reflected the quiet confidence of the PC leaders that, following changes of government in five other provinces in 1970-1, the "tide was in" for circumspect opposition parties everywhere.[4] One person who remained unimpressed by the P.C. campaign was mainland journalist Boyce Richardson, who described Moores as "lacklustre", although he conceded him a realistic chance of victory (DN 29.9.71).

The P.C. media campaign stressed their "team" approach to government; moreover, the Moores team was composed of young men with young ideas and in future, Moores said, "thought and intellect" would guide the party, not "the whims of one individual" (ET 20.7.71). Smallwood was 70 years old and known to govern eclectically and by fiat. Governmental decision-making was, in future, to be made on the basis of rational planning and the assessment of priorities, including a thorough reform of the administration, allied to (unspecified) measures to promote decentralisation and greater popular participation in decision-making. The developmental goals of government were also to change - there were to be "no more grand schemes", but rather a concentration on wiser husbanding of skills and resources which Newfoundlanders already possessed.

This philosophy functioned not only as a blueprint for the conduct of a future Tory government, but also as a yardstick against which the performance - more strictly, the shortcomings - of the Smallwood

administration could be judged. Throughout the campaign, Moores, as PC spokesman, kept up a steady succession of policy statements relating to specific subject-areas while not committing the party to specific lines of action. The Smallwood government was chided for being "not competent to create the proper planning and conditions" to improve the standard of services in the province (ET 5.8.71). In addition to their claim to perform according to model standards of efficiency and rationality, the PC 's also claimed to be running their campaign according to model standards of moral rectitude, while they accused the ruling party of all manner of electoral improprieties. It was this facet of the PC media campaign - the assumption of a critical stance towards both the conduct of the government and the performance of the incumbent party - which was most novel in the context of Newfoundland politics, in which the salience of personalities has always been paramount and where every post-confederation election, implicitly or explicitly, had been fought on the question of "for-or-against-Joey".

Whereas the PC media campaign introduced a new rhetorical strain into the verbal political culture of the province, the conduct of their campaign on the hustings represented an accommodation to the realities of political life as it continued to be lived in Newfoundland. That is, the PC 's treated the electorate to all the rococo trappings and carnival atmosphere traditionally associated with election-time - motor-cades, bands, postcards bearing Moores' picture and message-to-the-voters; while "placards, stickers, pictures and buttons were more abundant than codfish" (ET 15.10.71). As polling day approached, the PC

campaign abruptly changed direction away from the former emphasis upon correct procedure in public life towards the personal slurs which formed a traditional accompaniment to Newfoundland elections; in justification, Moores claimed provocation by the Liberals.[5] The Tories, hitherto safely ambiguous about their future actions, now began to promise specific courses of action should they be elected.[6]

The Liberals, under Smallwood, occasionally felt compelled to essay competition to the PC 's within the "modern" idiom. During the late '60s, Smallwood, his leadership challenged from within the party, had attempted to refurbish the Liberal image, equipping it with a formal semblance of constituency organisations and leadership conventions. In practice, the distribution of power within the party remained largely unchanged and Smallwood continued to dominate decision-making behind the facade of new structures. However, the very emergence of challenge to Smallwood's authority constituted a diminution thereof (Cohen, 1975: 29), and his success in manipulating the new forms of organisation was, at best, indifferent (Gwyn, 1972: 289). Moreover, Smallwood failed to dominate the medium of television as he had the more familiar radio.

Whereas in previous elections 'Joey' himself had been the only issue, Smallwood now maintained a lower profile. In his statements, and in the party's advertisements, stress was laid on the "team" and the party rather than on the individual leader, who explicitly declined to campaign on his past record (ET 7.10.71), and who was portrayed in party advertisements as little more than primus inter pares. In the

statement in which he announced the forthcoming elections, Smallwood implicitly conceded that he would do battle on a field chosen by his opponents:

> "The issues are who are the best governors, the best managers of the public affairs of our province ... What party, if elected to power for the next four or five years, are [sic] best able to give Newfoundland good government, good management of the public affairs, good management of the province's economy" (ET 7.10.71).

Liberal party advertisements emphasised rejuvenation; a hurried cabinet shuffle brought younger men into the Liberal team, and voters were urged, "Be a part of the party of the seventies: Join the team." The Liberal party would continue to expand and to draw its strength from the district organisations, and the expected election victory would "climax three years of planning, organisation, expansion and hard work on the part of thousands of Newfoundlanders" (ET 19.10.71).

The Liberal party spent on a lavish scale to ensure its re-election, both for media advertising and for the more traditional "carnival" attractions. Tories complained loudly about the existence of an alleged Liberal 'slush fund', derived from the public coffers and make available to Liberal candidates to be used for inducements towards Liberal voting in their constituencies. Meanwhile, Smallwood announced roads to be paved and leisure centres to be constructed about the countryside and strived to recreate a semblance of the "bonanza politics" which had underpinned his regime in its more successful days. Yet Smallwood stayed away from centre stage, touring the hustings in a sound-van without the company of the media, though denying Tory allegations that he was being kept in the background by the Liberal caucus;

John Crosbie, in a mordant aside, suggested that "perhaps Mr. Smallwood doesn't know that this is agreed strategy" (ET 22.9.71). Yet the familiar Smallwood style of rhetoric was often in evidence - accusing Moores of want of patriotism, villifying mainland journalist Boyce Richardson for his temerity in predicting an impending Liberal defeat and indulging in an unseemly verbal brawl with one Senator Cook in pursuit of an ongoing personal feud. Smallwood's campaign promises were especially lavish in his own district, whose voters were warned that "the only way to assure being on the winning side is to vote Liberal" (ET 20.10.71). Smallwood's appeal to the "traditional" sector of the electorate - the remaining members of the generation of 'baymen' who had supported him through, and since, the confederation battle - was especially shrewd in the "End of the Beginning" motif (see Gwyn, 1972: 332). But, on the hustings, Smallwood "went overboard" for youth - sometimes dancing throngs of youngsters surrounded his car when he entered settlements, his teenage grand-daughter nominated him in his constituency, children "introduced" him at rallies, while - no doubt swallowing his pride - he consented to being preceded by rock-and-roll bands at his speech-making endeavours (ET 23.10.71).

In the manner in which he conducted his media campaign, Smallwood conceded that this election was to be fought on grounds not of his own choosing, that is, within an idiom expressive of the values of the "new class" (see above, p.71ff) which was largely opposed to his continued incumbency. However, within the constraints such an acceptance imposed upon him, Smallwood conducted his campaign according

to the style of expression to which he and the electorate were accustomed. The implication here is that such an acceptance signalled that rhetorical constraints upon Newfoundland politicians had changed, while the realities of the exercise of power within the province remained rather more constant (see Joyce, 1977). Yet, by the skillful exercise of paradox, Smallwood contrived to appeal to traditional values within the innovative idiom imposed upon him. His "End of the Beginning" slogan appealed to his traditional supporters to write finis to the story of their mutual endeavour - yet, as Gwyn implies (1972: 332-4), the bond of reciprocity between Smallwood and his public was such that it could only be terminated by the repayment of a debt in the currency of votes. Similarly, campaign advertisements extolling the virtues of the 'Liberal team' were underpinned by the caption, "Of course I'm voting Liberal!" - a suggestion of inevitability which could carry potent force in a political milieu where successful prediction of trends at election-time made a difference to a community's - or even a whole region's - relationship to the public chest during the succeeding term of office. Smallwood's counter to the opposition party's assumed right to judge him and his government by the standards which the PC 's themselves espoused was clear - while he did not wish to argue with them, empirically the Tories would find that their campaign slogan was mistaken - that the time had not yet come.

Cashin's use of language.

Let us now turn to a consideration of Hymes' requisite (6) for a description of an ethnographic event - that is, the codes used

(see above, p.164). The concepts of speech community, repertoire and speech variety were introduced above (pp.207-8). The speech community in the present instance is construed to be coterminous with the political unit of the province of Newfoundland and Labrador, while Cashin's repertoire comprises the totality of speech varieties on which he drew for his public utterances during the period of the strike. I distinguish three speech varieties in Cashin's portrayal to the public of the parties and relationships involved in the strike, as follows:

1. The synoptic overview, essentially a functional, systemic analysis. Thus, in Cashin's initial (July 5) statement, the fisherman is identified as the "primary producer" and the companies are the "industry". Both are in a set of market relationships in which the state performs (or fails to adequately perform) a regulatory function. The only other example of this variety occurred in mid-February, shortly after the publication of the Moores letter, when Cashin referred to the "unenlightened political structure" of Newfoundland. The premier intervened in the strike thereafter, and this rhetorical theme was not pursued further. The introduction of this variety into the language of public affairs within the province is an innovation for which Cashin is responsible; essentially, this is a superposed variety (above, p.208) derived from the language of academic discourse. Precise statement is appropriate to the use of this variety, whereas hyperbole is allowed in the other two varieties, (although Cashin's use thereof is, by Newfoundland standards, restrained).

2. The merchant-fisherman framework; the present-day relationship between trawlermen and companies and that which traditionally obtained between inshore fisherman and the all-powerful outport merchants. This was the variety in which the majority of Cashin's communications were couched. Two sub-varieties attune the basic analogy either towards the economic aspect of the relationship between companies and fishermen or towards the political aspect of the relationship. The political sub-variety was used only during the winter strike, while the economic sub-variety was used in both summer and winter strikes, though more commonly in the former. Use of this variety links Cashin to Dissent, as understood in a Newfoundland context.

Basically, the variety is concerned with the imbalance of power between fishermen and companies, and the contingent neglect by the companies of the fishermen's viewpoint. Thus, in the economic sub-variety, the companies are oligopolists who form a cartel to fix prices which are then dictated to the fishermen without further negotiation as the companies perceive the fishermen as subservient manual labour. The provincial government, lacking a coherent fisheries policy, tends to accept the companies' assessment of their own needs as those of the fishing industry.[7]

Whereas, the 'economic' sub-variety outlines the circumstances in respect to which the fishermen need a united voice, the 'political' sub-variety also deals with the companies' response to these circumstances. Thus, the companies are wedded to a system wherein they have "had their own way through history" (presumably with fishermen and government alike)

and are attempting to bust the union in order to preserve their tyrannical power. The government, in various ways, succours and encourages the companies in these endeavours and is fundamentally opposed to the labour movement.

The prose in which both sub-varieties is couched is comparatively restrained, though betokening a commitment to the fishermen's cause rather than the detached stance characteristic of type (1) utterances. There is far more use of emotive devices in the 'political' sub-variety, used particularly during the winter strike, than in the 'economic' sub-variety (summer strike).

3. The third variety focuses on the "exploited Newfoundlander", the struggle for dignity and self-determination on the part of the common man against the rich and powerful, locked together in the "biggest battle since Confederation." The villain of the piece is no longer simply the traditional mercantile elite, but the outsider, the multinational company that enjoys seemingly unrestricted access to the public chest. The victim is portrayed variously as the fisherman, a Newfoundlander; as Newfoundland herself, a cheap resource-base; and as Newfoundlanders, the "coolies of the North." Communications couched in this variety are highly emotional in tone, and overtly impute villainy to the companies, fecklessness to the provincial government and uncaring "paternalism" to Ottawa.

Few of Cashin's communications consist solely of one or other of these varieties. Two or more commonly co-exist in the same speech, often with reference to a single event; for instance, in his July 5th

and 27th speeches, he provides details of the background to the strike: the primary producer has been bearing the brunt of market fluctuations (type 1) and the companies are conspiring to lower prices while ignoring the fishermen's terms (type 2). In his January 16th speech, Cashin adds a third explanation (type 3) of the significance of the strike, the "Confederation" reference implicitly linking the union with the populist tradition in Newfoundland.

Of interest here is the ambiguity with which Cashin identifies the parties to the dispute.[8] The parties are variously "primary producers," "the fishermen" and "the union" on the one hand; and a single company (which he names), "the companies" and "fish merchants" on the other. The terms, moverover, are combined promiscuously. This ambiguity assists Cashin in shifting the focus of attention from one speech to another while maintaining a basic continuity in his theme, and it also assists him in relating different levels of the significance of the dispute within the same speech. In summary, ambiguity is a device that allows Cashin to maintain a continuous rhetorical line while also allowing him considerable freedom of interpretation and of manoeuvre.

Although Cashin's prose is not larded with explicit mataphor, the selective use and combination of the three strategies identified above allows him freedom to imply comparison. Through his habit of consecutively referring to the same events and parties in different terms, we are led to conclude that, for instance, a company is a merchant, is a multi-national.[9] Varieties (2) and (3) are dialectal, part of the stock-in-trade of all Newfoundland politicians,

the stuff of many "Letters-to-the-Editor", whereas type (1) is a comparative newcomer, used extensively by few. Through the combination of these varieties the significance of the novel may be illustrated and heightened by association with more familiar forms of speech, while, simultaneously, the relevance of the familiar to new circumstances is demonstrated and the content of traditional categories - 'merchant', 'Confederation' etc., - is revised and augmented.

With reference to Cashin's presentation of himself - his "routine" (Goffman, 1959: 16) - two distinct performaces by Richard Cashin may be discerned. The 'committed intellectual' is Cashin's preferred stance and accords well with his role vis-à-vis his followers and his standing with the media. The second, more pugnacious role - the fighting Irishman - was shown effectively only during the winter strike, when Cashin was accusing the companies of trying to destroy the union, abetted by the government. Though he claimed simultaneously that the union leadership was under attack, Cashin did not reply directly to attacks upon himself, though he did not clearly distinguish between attacks upon the union leadership, the union and the fishermen.

On the occasions when Cashin assumes his fighting stance, a noticeable change occurs in his prose; that is, it becomes declaratory rather than explanatory. It is possible to disagree rationally with statements concerning the unwillingness of the fish-companies to negotiate, in a way in which it is not possible to disagree with statements concerning, for instance, 'four hundred years of merchant rule.' Conflict between 'us' and 'them' - variously defined - is assumed here, rather than being explained in terms of particular circumstances. With

one exception, Cashin's assumption of his fighting stance was accompanied by claims that the integrity of the union was under attack.

Championship.

It was mentioned above (p.203), that Cashin was mandated to obtain benefits for his followers, including that of publicity for their cause; it was also mentioned that he legitimates the union in the eyes of the media by association with himself and is able to contend for acceptance of the union's legitimacy in the eyes of the public by his success in obtaining such recognition from the media, while, by the same token, his followers may evaluate the capability with which he performs these services on their behalf. Cashin thus fulfils a classic middleman role, manning a strategic disjunction between his divided membership and the world and also, to a lesser extent, representing his members, in their commonality, to each other. The concept of championship may serve to integrate what has been written above concerning Cashin's relations with his followers and his mien in the public arena within a transactional framework. In order to elucidate the nature of championship, I shall compare this concept with patronage, brokerage and advocate-brokerage.

Championship is formally analagous to patronage, as the concept has been developed by Paine (1971: 14ff), in that both refer to forms of social relationship. Each may be viewed as a relationship of incorporation (Barth, 1966; Paine, 1976); in the one case, it is between patron and client, whereas in the other it is between followers as well as between followers and champion. The principal differences to be stressed between patronage and championship are that whereas, in

the case of a patron/client contract, resources are to be bilaterally conferred by both parties to the contract, in the case of championship the benefits are to be obtained by the champion for his followers from some third party; and that, further, the champion obtains such benefits for his followers as a matter of right, not necessarily incurring obligation on the part of the follower.

Championship appears, at first sight, to be more closely related to brokerage: Paine describes the broker as "one who, while purveying values that are not his own, is also purposively making changes of emphasis and/or content" (1971: 21). Championship resembles brokerage, thus defined, in that both are intermediary, or middle-man, roles, and in neither case does the middleman purport to be the author of the values which he purveys. The crucial distinction between the champion and broker roles lies in their relation to the value-disjunction over which they conduct their roles. As the champion/client relation is one of incorporation, the champion must perforce locate himself on the same side of the disjunction as his followers and cannot bridge the disjunction in the manner of the true broker. Moreover, there is, in the present instance, an empirical constraint on any assessment of Cashin's brokerage activities - that is, the data on which this thesis rests is drawn solely from accounts of Cashin's public activities and does not permit conclusions relating to his non-public activities; however, some inferences may be drawn from the study concerning Cashin's role as a cultural broker.

Paine's concept of brokerage has been refined by Dyck (1976),

whose central proposition is:

> "...that brokers are not persons in any strict sociological sense and that to treat brokerage as though it consisted of a discrete and routinised broker's role is inappropriate; instead, brokerage should be viewed as an aspect of a role, or, better, as an activity" (Ibid: 126)."

Moreover, Dyck contends that the activity of brokerage, once perceived as such by the clients, is always[10] perceived as being illegitimate. Thus, brokerage is an activity to be practised surreptitiously, in the course of fulfilling some other type of middleman's role: "The broker is more than a middleman by virtue of the special way in which he sometimes performs his duties as middleman: (Ibid: 127).

In the empirical case which Dyck studied - the relationship of the executive officers of the Federation of Saskatchewan Indians (FSI) to their client bands - the middleman role which the FSI executives fulfilled was depicted as that of advocacy:

> "The FSI is advocate in that it pleads the cause of others, specifically the causes of the Indian people of Saskatchewan. The services provided by the FSI and the role which it plays in the mediation process are in some senses similar to that of a lawyer. The knowledge, skills and experience of the FSI in dealing with government bureaucracy closely parallel the lawyer's knowledge of the law and the law courts. Furthermore, the government's recognition of the FSI as the organisation which officially represents Saskatchewan Indians is much like the lawyer's license to practice and his admittance to the bar. Individual officers have the right to impose themselves upon government bureaucracy because of their membership in the FSI in a manner that is not permitted to ordinary individuals" (Ibid: 128).

Insofar as FSI executive members do not always practice faithful

advocacy - that they sometimes process messages btween their clients and the beaurocracy - Dyck identifies them as advocate/brokers (Ibid: 128).

The analogy between the FSI executive and their clients and Cashin and his followers, bearing the concept of advocacy in mind, is clearly suggestive. In addition to the 'lawyer' simile, and the provision of expert services to clients, the triangular relationship between Cashin/the media/union members is analogous to that between FSI/beaurocracy/Indian clients. However, there are valid reasons for retaining a concept of championship distinct from that of advocacy when considering the case of Cashin. Championship as practiced by Cashin goes beyond acting as union spokesman in the councils of the wise to embrace that of publicist - an aspect of the champion role which must, as indicated earlier, perforce be exercised by Cashin in unobstructed view of his followers. Championship also transcends the provision of expert services - the relationship between Cashin and his members is one of incorporation and his members will expect Cashin to display emotional commitment to the union's cause where appropriate; in this regard, Dyck's remark that the lawyer role in Canadian society is mistrusted is pertinent (Ibid: 132). Other differences between the FSI and NFFAW cases may be briefly noted:

1. Ideally, the FSI is compounded of the pooled authority of its constituent bands (Ibid: 107), while the NFFAW is a centralised union enjoying constitutional and financial control over its local units.

2. Cashin does not - one must assume - have at his disposal the

amount of patronage, in the form of jobs, that the FSI does (Ibid: 134).

3. The FSI executive would not willingly be allowed much discretion by its clients (Ibid: 136) and could not say, as Cashin did of the strike, that a certain policy "can and will" be what the organisation would aim for.

4. Dyck defines voluntariness as being the sine qua non of brokerage, adding that "a client who becomes dissatisfied with his lawyer can either use the services of another lawyer or do without such services altogether" (Ibid: 130). While it is true that union members have alternative channels, besides that of the NFFAW, for the expression of some of their interests and grievances, such as MHA's, MP's and ad hoc fishermen's committees, there is a broad and clearly defined spectrum of activities in respect of which the union members are bound to the union, which, in turn, is bound to the employers in a contractual relationship. Moreover, dissatisfied union members could, at best try to perform Cashin's services themselves, not hire another spokesman or dispense with such services altogether.

In case the foregoing paragraphs give an exaggerated idea of the degree of discretion which Cashin is afforded by his followers and the degree of influence which he is able to exert over them, it is well to consider some of the constraints on his exercise of power. Culturally speaking, leaders in Newfoundland at provincial level are remarkably free from public control (Neary, 1973) - though, at local level the opposite holds true - and honest failure on the leader's part is readily forgiven (Nemec, 1972b). On the other hand, much of the

exercise of his role is highly visible to his members, and such benefit as he obtains for them is theirs as of right, not of favour.

There are also structural constraints upon Cashin's power, which would prevent him from ever exercising the sway over his followers that Sir William Coaker held over the Newfoundland fishermen earlier in the century. The structure of the fishing industry, and the nature of the relevant legislation, means that union members must, during industrial disputes, fight and make sacrifices in their own cause, whereas Coaker was able, at one sweep, to circumvent the entire mercantile order and to fight the fishermen's economic battles for them in St. John's at the safe distance of the end of the telegraph line. In a more complex, plural society, Cashin can only represent his followers in one sphere of their existence - that is, the economic - while Coaker could also embrace the political sphere and exercise a claim on the fishermen's moral commitment such that his speeches are larded with overt moral exhortation to an almost Confucian degree (see Coaker, 1920). Nor can Cashin indulge the freedom in impression-management (Goffman, 1959) available to Coaker, who performed much of his role in St. John's out of his followers' sight, and could depict and interpret his actions to the members through his own newspaper, whereas Cashin is compelled to act largely in the face of a variety of media channels which he cannot directly control.

NOTES TO CHAPTER 6

1. Labov (1972b) suggests that the defining characteristic of a speech community is acceptance by the speakers of a set of shared attitudes towards the use of the variants comprising the repetoire of that community (Ibid: 293). He also insists on the degree of distinction between social and linguistic structures; most linguistic rules of usage are "quite removed from any social value", while social value only becomes attributed to variations in linguistic rules which are characteristically associated with different social groups (Ibid: 297-8).

2. The term "speech variety" (or, for brevity, "variety") will be used hereafter to refer to different patterns of language use.

3. Corroboration for the following picture of the changing political language of Newfoundland may also be derived from Wright's (1978) study of the provincial Liberal party leadership convention.

4. There are parallels between Moores' rise to power and that of Peter Lougheed, PC Premier of Alberta. In 1965, when Lougheed became provincial PC leader, his party held no seats in the Assembly and faced a ruling party of longstanding. In 1971, Lougheed campaigned (successfully) under the slogan "Time for a Change" and urged a switch to the "Lougheed team".

5. Curiously enough, this Tory shift coincided to the day with the adoption of a new Liberal strategy, which depicted the party as future-oriented and based on planning and organisation.

6. Their record in office is critically reviewed by Joyce (1977).

7. Cashin was influenced during the 1960's by his acquaintance with Cato Wadel, and with other ISER fellows (see especially Brox, 1972).

8. I am in agreement here with Bloch, who relates ambiguity to social control, but differ from him concerning the relation therebetween. Whereas, for Bloch, ambiguity corresponds to the divorce of a statement from the events to which it refers (see Bloch, 1974, 1975), I assume the contrary relationship between statement and event – that the meaning of an ambiguous statement is so tied to the occasion on which it is issued as to be devoid of meaning in any other context. From the perspective of the practising politician, the contribution which the use of ambiguity makes to his control is to extend his capacity to respond to future situations without undesired constraint on his present rhetorical choices imposed by past statements.

9. As Fishman (1972: 49-50) notes, a shift in situation may also require a shift of variety which, in turn, may signal a shift in situation. Variety-shifting without signaling any change in situation is commonly metaphorical in nature, relying (inter alia) on consensus on situational norms.

10. The activities of Nemec's "community broker" (1972b: 139ff) suggest that clients do not invariably perceive brokerage activities to be illegitimate. This is not to say that an ideal proscription of brokerage activities might not exist on the Avalon, but rather that it would be handled differently in different cultural contexts and under various conditions of exchange and distributions of resources useable in exchange. A comparison between the FSI and Avalon Peninsula cases suggests that relations between brokers and their clients vary with respect to prescriptions governing the distribution of power, status, and autonomy. Put differently, the relationship is negotiable and the

resources which the parties bring to the relationship are not constant from case to case. The FSI broker is allowed a precisely graded degree of inequality in pay and status, in return for which he is expected to exercise zero autonomy in the choice of messages he is to transmit. Conversely, the Avalon broker is granted a certain practical freedom to process messages (providing that he is working on behalf of his fellows), in return for which he is expected to conform to community norms forbidding the exercise of power and display of status within the community. One might say, regarding Cashin's relationship to his followers, that Cashin's position combines the FSI executive's measured pay, status and constitutional power inequalities with the Avalon broker's freedom of action in other areas, provided only that he publicise on behalf of his members.

SUMMARY AND CONCLUSIONS

The 1974-5 fishing industry strike in Newfoundland began in July, 1974, among inshore fishermen at Port aux Choix and spread rapidly to encompass a majority of the province's trawler fleet. Mediation by Premier Moores resulted in the boats returning to sea in September, 1974 pending the report of a special conciliation board; the report of this board, chaired by Leslie Harris, recommended that trawlermen be awarded large pay increases and - the most controversial recommendation - that a novel system of calculating this income be introduced (see above, pp.138). Union and companies subsequently failed to reach agreement on the basis of the Harris report and the strike recommenced in January, 1975. Negotiations between union and companies were now largely conducted through a public relations campaign involving the media. Following the publication of the 'Moores letter', the provincial goverment mediated in the dispute. A settlement was reached in March, 1975, which awarded large pay increases to the trawlermen with an element of guarantee, though the levels of pay were not as high as those proposed by Dr. Harris, nor did the complex system of calculating income which Dr. Harris had proposed form part of the agreement. However, the settlement effectively abolished the archaic 'co-adventurer' system and established the potency of the union in dealing with the Industry.

In the introduction, the central problem to which this thesis was addressed was that of how the union was able to win such an

advantageous settlement in view of the weakness of the fishing industry, and the weakness of the union's bargaining position at the time; more specifically, the thesis addressed the question of what role the union's publicity campaign played in the achievement of the settlement and what implications this bore for Cashin's role as leader of the union. The reasons for the final outcome of the strike are ultimately rooted in the fact of Ottawa's commitment to rescue an industry which fell under federal jurisdiction, the steadfastness of the trawlermen who maintained a twenty-week strike and the indefinable quantum by which the acumen and political nous of Richard Cashin exceeded that of the other parties involved in the strike and its surrounding events. In evaluating these factors, a specifically anthropological insight can claim no precedence over more general modes of the exercise of imagination and judgement, although some might consider that it can inform and direct the use to be made of such faculties.

However, when we turn our attention to more specific aspects of the union's (and Cashin's) performance during the strike, we find that an anthropological approach can throw a certain light on the strictly political aspects of the events described in chapters four and five - construing 'political' to refer to that aspect of social action associated with the control of cognition and the organisation of personal experience. In the thesis, I argue that the production or solicitation of support for the union's cause was neither the sole nor the major object of Cashin's use of rhetoric during the dispute; in this regard, political uses of the media are not analogous to the attempts of advertisers to promote

the sale of merchandise. Rather, Cashin was attempting to influence the construction which the media placed upon the events of the strike; that is, to influence the construction of the strike-as-event. Following Paine (1978a), the use of rhetoric is seen as a practical activity, success wherein enhances the power of the rhetorician over his audience. The rhetorician attempts to create the conditions under which certain beliefs - from which a certain line of action is expected to flow - will be both possible and appropriate. Regardless of using rhetoric to attract public support, Cashin had to inspire his members to sustain the strike, to counter the rhetorical efforts of the companies and to delimit the grounds on which Ottawa could give financial and other aid to the industry and on which the provincial government could intervene in the dispute.

In practice, the rhetoric of both parties to the strike was largely occupied with attempting to define the nature of the issues in the dispute - that is, what the strike was about. Cashin maintained throughout that the strike was not an ordinary labour dispute but concerned matters of high policy and questions of human dignity; in particular, he insisted that it was a question of principle, not one of pay-levels, which separated union and companies. In so doing, Cashin used several distinct speech varieties, which he combined variously and ambiguously - thus allowing him to maintain a continuous rhetorical line while retaining considerable freedom of interpretation and of manoeuvre. The companies, on the other hand, contended that the strike was a normal labour dispute, that they agreed with the union in matters of principle and that, therefore, it was differences of dollars and cents which separated them and the union from agreement.

The thesis also examined Cashin's relation to the messages he purveys and the implications that this bore for his relationship with his followers. The concept of championship was introduced to describe Cashin's relation to his followers; this concept was compared with, and distinguished from, those of patron, broker and advocate-broker. The most salient feature of the champion-follower relationship is that, unlike the case of the patron or broker, the champion obtains benefit for his members from a third party and that, moreover, such benefit is obtained as a matter of right which does not of necessity incur obligation on the part of the follower. As a signal aspect of his relation to his followers, Cashin had to voice their grievances and to be seen to work on their behalf to maintain normal relations between champion and followers.

In conclusion, some attempt should be made to assess how successfully Cashin used rhetoric during the dispute and what part his management of rhetoric may have played in the final settlement. The task facing Cashin differed in important respects from that facing a politician preparing for an election. The latter must strive to have all the 'pieces in place' by a certain date; he competes in a circumscribed event with a definite outcome. On the other hand, one may plausibly assume Cashin's undertaking to be that of sustaining the strike, temporally and morally, as an economic struggle and as a public (and media) event: this accords with Cashin's own perspective upon the union's hopes of victory: "We knew that if we were tough enough, and strong enough, and could stick it out, then we were bound to come up with something" (Cashin, 1977).

Judging by gross indicators, Cashin and the union did remarkably well, especially when their initially weak position is taken into account. Union members upheld the strike - including the processing workers, who were thrown out of work by the actions of their ship-based comrades while not themselves standing to gain. In the rhetorical battle, Cashin exhibited a more highly developed tactical sense than any of the other participants could muster.

Cashin attributes much of the union's success to the shortcomings of the other parties to the dispute:

> "But, what really helped us most of all -- the greatest single thing that the union can be thankful for -- is the stupidity and the cupidity of the people who own the companies and who govern the island. If they had been a little cleverer, or a little less greedy, they would .. have come up with some kind of an arrangement" (Cashin, 1977).

Certainly, Cashin was assisted in his task by an astonishing catalogue of errors of omission and of judgement on the part of the companies and of the provincial government, all of which Cashin was able to turn nimbly to his advantage. The companies' initial silence gave Cashin free rein to carry his definition of the strike into the media. The companies also omitted to present a brief to the Harris tribunal. Their later attempts to force a wedge between Cashin and his followers were unsuccessful and, conceivably, counter-productive. The provincial government, meanwhile, refused welfare benefits to strikers - a departure from tradition - and locked the House doors against a deputation of strikers.

In one sense, the companies failed to establish themselves adequately in the verbal battle. Their decision, in the winter strike, to allow their lawyer to represent their collective case to the public meant that they forewent the use of several rhetorical options which were,

however, readily at the disposal of Cashin. Most obviously, by working through a lawyer, the companies forfeited the opportunity to oppose a 'personality' of their own to Cashin. However, there were more subtle ramifications of their decision. Several of the affected companies, including Fishery Products Limited, were Newfoundland-owned concerns; but Cashin was able to make stinging use of the 'outsider' label against the companies collectively. Again, colourful allusions to "fish barons" would have lost a certain credibility if countered by a sober, familiar businessman speaking for the companies. In short, the companies, in failing to define clearly their identity in the public arena, allowed Cashin to accomplish this task for them: he told the media audiences who and what the companies were. In so far as Cashin acted both as participant and as commentator with regard to the media coverage of the strike, he was well placed to control the meta-meanings to be attached to the companies' communications, deriving figures of speech for this purpose from Newfoundland traditional usage.

It may be argued that the companies misunderstood the significance of the strike as a public event; whereas they were unused to working in public, that was Cashin's forte, and he was able to force them to fight in his own arena. It also appears that the companies misapprehended the nature of the relationship between Cashin and his followers and the role that the media played therein. Cashin, as champion, was mandated to obtain benefit on behalf of his members; important among the benefits was publicity for the fishermen's cause. More specifically, in the case of the winter strike, the strike vote

which mandated Cashin to negotiate a settlement based upon the Harris report, thereby empowered him to act on behalf of his members to this end. If it be assumed that Cashin was anxious to sustain the strike as long as possible, then the exchange between him and his followers - continued support in return for Cashin's rhetorical services - clearly becomes the sine qua non of the union's efforts. That is, the sustenance of the strike as a public event, with rhetoric as the principal instrument, is a prerequisite for the maintenance of the strike as economic struggle. Of course, this still left Cashin with a great deal to do in order to retain the loyalty of his followers; he had continually to remind them what they were on strike for; he had to interpret the actions of other parties in such a way as to sustain the credibility of the fishermen's endeavours. Within this normative framework, attempts to circumvent the link between Cashin and the strikers by going direct to the strikers with a pay offer could only be misplaced, especially when such circumvention was not only attempted but displayed through the media, thus forming a component of the strike-as-event; in other words, while Cashin remained gatekeeper in this channel.

Referring to the functions of the mass media at the time of election campaigns, one writer observes how "they bring certain common issues to the attention of all sectors of the public. The media serve to place the current issues of politics on the agenda of citizen discussion. They bring citizens who, between elections, are absorbed in their private affairs, back periodically to the public agora to consider affairs of state" (Pool, 1963: 134). To go a step further,

one may see the media as constituting the agora (Greek: forum) in which the reactions of public, government and other elements to the events depicted are themselves woven into the fabric of the total on-going event portrayed by the media. By inversion, those events depicted in the media are seen to be the major current problems of the society.

Anyone who can command the attention of the media is therefore privy, not so much to a source of publicity, but to an order of reality in which participants may gain legitimacy merely by repeated exposure. The lesson from the strike and its rhetoric, then, is that with proper management on Cashin's part the problems of the fishing industry will be seen as a wider social problem, while it will be the problems of the union which will be portrayed as those of the fishery, not, as formerly, those of the fresh fish companies (Brox, 1972: 23-5).

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APPENDIX A: SPEECH DELIVERED BY RICHARD CASHIN AT ST. MARY'S UNIVERSITY, HALIFAX ON MARCH 9, 1977.

The social and economic implications of the 200-mile limit

Canada's declaration of a 200-mile limit is but one step in what must be a determined effort to ensure that the resources of Canada's coastal areas will be managed and harvested for the benefit of the people who live in the coastal parts of Canada. Much of coastal Canada, particularly the province of Newfoundland and certain parts of the Maritime Provinces, owes its existence to the historic pursuit of marine resources.

The fact that Newfoundlanders are the only people in the world to have twice renounced self-government and self-determination is but one of many examples of the complicated social and economic problems that are part and parcel of a fishing society. The chronic high underemployment of many areas today in both the Maritime Provinces and Newfoundland is further evidence of the difficulties we are still experiencing in developing a vibrant economy by the sea.

Long before there was any talk of a 200-mile limit, the social problems associated with the fishing society were much in evidence. Therefore one of the myths that must be dispelled is that Canada's declaration of a 200-mile limit and subsequent management of the resource will alleviate these problems. In fact, the manner in

which Canada manages the offshore resource may be adversely influenced by our national and local misunderstanding of the implications of our historic social and economic problems; or to put that in another way, our desire for "cosmetic" action and our desire to appear to create a few extra jobs may drive us to sell out this resource, as unfortunately we have done with many other resources.

The successful management of our offshore stocks will be hindered to a large extent by the psychological damage which has been done to the people of this region over the years. There is too much of a willingness, certainly in Newfoundland and I believe also in the Maritime provinces, to believe that somehow outside capital is part of the future development of the fishery. Indeed to a people who have suffered historically from a kind of colonial mentality, it is not too unusual to expect them to look outside the region for the leadership, expertise and capital that might provide them with some jobs. After all, if you have been the hewers of wood and drawers of water for centuries it is not always easy to see yourself emancipated and master of your own destiny.

In Newfoundland our Union has been saying to the Provincial and Federal Governments that the greatest single problem that we have in Newfoundland is our lack of clear objectives and a comprehensive plan leading to the achieving of these objectives. In the post-Confederate period of our history in Newfoundland, we have actually been less substantive in our understanding of our problems than we were before Confederation. Confederation in Newfoundland gave us a false sense of hope and a false sense of security. It is only within the last

several years that it has dawned upon us at all that in Newfoundland we can only change the ravages of our colonialism ourselves.

In the past twenty-five years there have been numerous studies conducted of the fishing industry, most of them production oriented, none of them dealing with the social implications - that is to say the relationship between fisherman and fish buyer, and external factors such as marketing and international trade policy.

Therefore, if the past is any indication as to what we will make of the fishing industry in the future, we can expect a further concentration of political, social and economic power in the hands of a few - perhaps a new, apparently humane kind of bondage for the working man and, oh yes, the corporate power to be concentrated outside of the region.

The question that I would like to deal with is 'What has to be done in the fishing society to change our historic pattern?' Is it too much to hope that we can have a Canadian fishing industry wherein all of the fish of the North Atlantic, or as far as is humanly possible, is caught by Canadian fishermen in Canadian owned vessels, processed in Canadian plants and sold all over the world. Perhaps in our stumbling and naive way our organization is trying to say in Newfoundland that we ought to have a policy that sees the control and management of all aspects of the industry in Canadian hands.

Of course today there is no such policy. We don't even have a proper marketing policy. While there has been much government, both Federal and Provincial, involvement in the fishing industry, it has largely been as a response to the continuing crises that are

endemic in the industry.

If we are going to have some idea about improving our lot and if we are going to have some idea about where we want to go, then let us just pause briefly and look from whence we came. In 1968 both the frozen groundfish industry and the salt fish industry went through one of their periodic market slumps. Immediately, fish prices fell. The Government of Canada assisted the salt fish buyers in Newfoundland with the understanding, so it is alleged, that the prices to fishermen would deflate proportionately as reflected by market prices. Needless to say, this did not happen. The drop in fishermen's prices exceeded the drop in the marketplace.

Shortly thereafter, the Government brought in the Canadian Salt Fish Corporation. Originally some naive soul had suggested the Corporation be known as the Canadian Salt Fish Development Corporation. That was struck from the name. No, the Corporation was not to be a bold innovation, an attempt to introduce a new marketing policy. Rather it was one more example of the desperation of a colonial society and a government overcome by prices, uncertain and looking for some way to ease the pressure.

In 1974 the industry once again was in one of its cyclical downturns. Our organization in its embryonic stages was attempting to negotiate fish prices. We were told that fish prices would drop, and we saw that the government of Canada was going to unilaterally assist fish companies to maintain fish prices which in the first instance had been arbitrarily set by the fish companies. We had a strike on that issue. The result, of course, is now well-known, and the relationship between fisherman and processor has been significantly altered. Thus

on the social side there has been considerable change.

Our organization in Newfoundland is interested in much more than negotiating better collective agreements. We believe that the future well-being of the total fishing society is our major objective. We believe that we must transcend the colonialism of our past, and we should not settle simply for better wages and better working conditions. We must be concerned about all aspects of our society and our industry. That is why we believe that the fisherman and worker must play a part in the evolution of a comprehensive fisheries policy for Canada.

The people of Newfoundland, and perhaps indeed the Maritime Provinces, are confronting the most serious challenge to our material well-being since the 1930's. We are not showing the signs of recovery from the recession that were anticipated, and the view is spreading among economists that some major structural problems are beginning to surface. Our Provincial Governments, because of borrowing restraints and persistent income leakages, are limited in what they can do through fiscal policy to maintain employment and income levels. On top of that the major preoccupations of the Canadian nation today are primarily the question of Quebec and the apparent alienation of Western Canada.

It is only now in Newfoundland that we are realizing that the major opportunities for increased employment and rising income lie, as they always have, in the fisheries and marine sector. In the Maritime Provinces a similar statement can be made that a large part of these provinces face quite similar problems as those facing Newfoundland. You probably have, particularly in Nova Scotia, certain added advantages which it is not necessary to deal with this evening. There-

fore one of the first things that we have to do, those of us concerned about the survival of the fishing society, is to determine the kind of national policies which must be pursued in the interests of our region.

Our medium and long term goal is that we catch, process and market all the fish in the North Atlantic. In the short term, there may be options open to us as to arrangements which we may make from time to time with foreign nations; but surely we cannot freely enter into these operations as long as there is doubt as to our determination to catch, process and market all the fish.

Joint ventures, for example, can be as dangerous as that first drink to a sober alcoholic. In both the automobile and petroleum industries we have examples of Canadian firms that entered into joint ventures with foreign companies.

Our declaration of a 200-mile limit has come at a time when many people in the fishing society have at last come back to the realization that the only real future for many parts of the Atlantic region is in the fishery. No one in Atlantic Canada need be reminded of the drastic and horrendous mistakes which all provinces have made in chasing that elusive phantom of industrialization. There are certain things in Atlantic Canada that we can do and can do well. The one area where certainly we should strive not only for maximum development to increase job opportunities but maximum development to become an international force is surely the fishery.

Instead of worrying as many of us do about the threat of foreign take-over of our own industry, we should today in eastern Canada be contemplating ways in which we can control corporate structures out-

side of our region. We should be looking for ways and means to extend our influence beyond our own waters as catchers, processors and marketers of fish. To put it in colloquial terms, we've got to get our act together. We have to organize our society so that instead of fighting among ourselves we are all moving in the same direction at the same time.

With this in mind I say to you that we do have an opportunity in Atlantic Canada to develop our fishing industry into one of the major industries in the world. We therefore should be looking at this in a much broader and more imaginative light than we have up until now. It is the only industry located in the region in which we have even an outside chance of becoming the major centre in the world. We should determine to do it ourselves, and we will not be able to do it without the full commitment of our Federal Government and our respective Provincial Governments.

Unfortunately our progress in this direction is being impeded because, instead of anticipating tomorrow's problems, those of us inside the fishing industry are fighting yesterday's battles. In far too many cases we are the prisoners of attitudes of the past, and as long as this remains unaltered at both industry and government levels we run the very real risk of having said about the Canadian fishing industry as George Bernard Shaw said about youth, "The tragedy of the Canadian fishing industry is that it is wasted on Canadians".

It is quite obvious if we are going to have a worldwide industry which we control ourselves that we are going to need public money. But I really think before we can properly use that public money

in the interests of the fishing society that we have to deal with certain structural problems in the industry.

In Newfoundland we are proposing the development of a new marketing agency which will be jointly owned and controlled by industry, government and fishermen. It will have the benefit of providing full disclosure so that any government subsidy that may be required will be properly directed and any windfall profits that accrue can be properly administered. We don't think it is necessary to have a nationalized industry. We believe, at least in our province, that there is the opportunity with proper leadership from the public sector to evolve a new relationship between entrepreneur and labour, and a new relationship between the fish operator and the fish catcher. We have got to work at it together.

There are certain basic questions that we must deal with in the development of a comprehensive fisheries policy:

(1) Within what period of time can we expect the fish stocks off Canada's east coast to be harvested, processed and sold by Canadian enterprise? There are many subsidiary questions, i.e. capital and labour constraints, etc. that form part of this basic question.

(2) What trade policies are required to encourage consuming countries currently fishing in Canadian waters to have them shift from primary fishing and processing in favour of international trade?

(3) How do trade policies required by the fishing industry coincide with trade policies required by other sectors of the Canadian economy and other regions?

(4) What exchange rate policy is required to make the landed price of Canadian fish in foreign countries attractive to buyers

and competitive with alternative sources of supply?

(5) Would it be possible, and should the Canadian fishing industry and Government consider acquiring partial or total control of one or more of the major overseas integrated fishing firms?

(6) What steps will Canada have to take to guarantee the survival and further development of our inshore and near shore fishery? This last consideration is one of the most important in terms of defining the quality of life we want to lead.

APPENDIX B: LETTER FROM Fr. McGRATH TO EVENING TELEGRAM, 26 JUNE, 1970.

Fishermen: can they claim the right to bargain?

Sir: One of the great weaknesses of Newfoundland society is the lack of acceptance of the importance of collective action. The Northern Fishermen's Union is a real attempt on the part of fishermen of the northwest coast to influence events in the industry that gives them a livelihood. The fishermen have long known of the need for such action. The difficulties in getting organized are three-fold.

First of all no meaningful legal sanction has been given to the relationship between fishermen and processors. Therefore, there has been no encouragement from government and no recognition of the need for collective action on the part of fishermen.

Secondly, the companies themselves appear most reluctant to recognize the right of fishermen to act collectively. Perhaps to those who have had their own way for so long it is a little disconcerting to see fishermen stand up for their rights in a united and we hope responsible way.

The third obstacle is among the fishermen themselves. The fact that they have been treated only on an individual basis over the years has produced mistrust, fear and suspicion. There is a real lack of understanding on the part of fishermen of how collective action will come about.

The frustrations endured through the years by fishermen on the St. Barbe coast as elsewhere have been great. In some ways the

long historic isolation of that part of the province has contributed to this sense of frustration. For example most of the fishermen of this area don't get to sell their salt fish until late in the fall. This means fish under salt much longer than it should be and as a consequence the quality and the price of the product is adversely affected. In any event, many have to wait until nearly Christmas to be paid for a summer's voyage.

A few years ago some of the fishermen started getting longliners. Eventually this led to the establishment of a fresh fish plant. The longliners brought in new species of fish, such as halibut, flounder, turbot and scallops. When outside buyers from Nova Scotia entered the picture the price of scallops and halibut went up appreciably. Yet the fishermen are told the companies pay all they can for their product.

We can easily see then why the sudden change in price, with the advent of competition, only increased the suspicion and mistrust among fishermen. Some of the companies' actions rightly or wrongly have given the impression to fishermen that the companies would like to remove competition. Competition of fishermen means better prices.

This has led to a further deterioration of relationship between fishermen in Port Au Choix and Fishery Products Limited. The company says that it is willing to hold dicussions at any time or any place with fishermen. These words are far removed from reality as far as the fishermen are concerned. The only basis upon which the company will deal with them is an individual one. The fishermen feel that they are at a considerable disadvantage when dealing individually with a powerful fish company which has at its disposal able resource people

competent to talk on a variety of matters, some of which may not be fully understood by the fishermen themselves.

The company has made the statement that they are paying a fair price for fish, yet the actions listed above have certainly given fishermen reason to doubt this. In any event, is any company so enlightened or endowed with gifted men as to be completely entrusted with making decisions that so seriously affect the lives of fishermen. Wouldn't it be fairer to this company, to all companies and to the government, to encourage fishermen to learn for themselves to become more informed about the structure of their industry and to be able to make a responsible contribution to its development.

How will fishermen become more informed and more involved and participate in a more mature way if they are denied the right to collective action? It is a fearsome thing in this day and age to see so much power in the hands of so few. The old fears and suspicions and uncertainties associated with the fishery will multiply. It is a direct challenge to the dignity of these men to deny them the right of meaningful collective action, to deny them the right to participate as equals in the industry that is their very livelihood.

The present relationship of fishermen to both government and industry constitutes a serious social injustice, a serious social imbalance.

The legal niceties as to the form and [sic] organization of fishermen should take is quite secondary. It would be deceitful or stupid or both to make this the issue. The thing that must be under-

stood by the Newfoundland industry and by the federal and provincial governments is that a framework must be provided as the basis for a new relationship between fishermen and industry and government.

One ought to be able to expect prompt action on the part of both governments to encourage this relationship. If they show any reluctance or indifference it would lead to serious misgivings on the part of the fishermen. As recently as a few months ago the federal government authorized public money to be spent at the fish plant in Port Au Choix. Therefore, the fishermen of Port Au Choix would like to know very much what the feeling of the federal government is towards this proposal for a new relationship between fishermen and fish companies. They would equally like to know the reaction of provincial politicians.

There will never be a successful fishing industry in Newfoundland unless the pride and dignity of those who work on the water and in the plants is understood as something to be nurtured and not ignored. If the fishermen are permitted to exercise more power they will also be required to assume more responsibility for the decisions they take. Can there be any more profound issue in this province today?

FATHER DESMOND McGRATH

Parish Priest
Holy Redeemer Parish
Port Saunders

APPENDIX C

SPECIMEN TRAWLER CONTRACT BETWEEN
NFFAW AND NATIONAL SEA PRODUCTS LTD.,
1973-5.

ARTICLE 1 - Recognition and Bargaining Unit

1. The Company recognizes the Newfoundland Fishermen, Food and Allied Workers, Local 465 chartered by Amalgamated Meat Cutters and Butcher Workmen of North America as the sole Collective Bargaining Agent for the crew members on trawlers owned, and/or bare boat chartered by the Company normally operating out of the Port of St. John's, Newfoundland, save and except Captains.

2. The Company shall not make any individual Agreement with the crew, directly or indirectly in conflict with the provisions of this Agreement.

3. The Company shall allow access to the officials of the Union to the wharves and offices of the Company for the transaction of Union business. Union officials will be allowed access to the Company vessels only with the express permission of the Captain. Such permission will not be unreasonably withheld.

4. One member of the crew shall be permitted to act as boat Steward representing each vessel's crew in dealing with matters concerning the administration of this Agreement.

ARTICLE 2 - Union Security

1. The Company agrees to notify all fishermen of the existence of the Union and all who are not members shall become members as of the

completion of their first trip at sea on a Company vessel and shall remain members in good standing as a condition of continuing as a crewman on a Company vessel.

2. In hiring new crewmen, first consideration will be given to qualified trawlermen with good record of conduct who are members of the Newfoundland Fishermen, Food & Allied Workers when they are readily available.

ARTICLE 3 - Check Off

1. Upon receipt of a written authorization signed by crewmen, the Company agrees to deduct Union initiation fees and monthly dues from his share of the first settlement of each month and the Company will transmit the same to the Provincial Office of the Newfoundland Fishermen, Food & Allied Workers together with a list of names from whom the deductions were made by the fifteenth of the month, if possible. Crew members shall not be permitted to revoke a signed authorization for such deduction during the term of this Agreement.

ARTICLE 4 - Watches

1. Watches for the normal operations of a vessel shall be determined by the Captain and crew on either a six (6) hour on and six (6) hour off schedule or an eight (8) hour on and four (4) hour off schedule, depending on such factors as size of crew and weather conditions.

2. It is understood that all hands may be required on deck in the event of emergencies endangering the safety of the vessel or its gear or during heavy fishing. It is agreed however that during heavy fishing no crew member will be required to work longer than sixteen (16) hours after which he shall have his watch below.

ARTICLE 5 - Safety

1. Any work necessary for the safety of the ship, crew, cargo or tow, for the saving of other ships, lives or cargoes shall be performed at any time on immediate call by all fishermen notwithstanding any provisions of this Agreement which might be construed to the contrary. The Captain shall be the sole judge. Notwithstanding, no crewman will be required to endanger his personal safety in order to save equipment.

2. The Company recognizes the need and duty to make reasonable provisions for the health and safety of the crew during the course of operations and will, as the situation from time to time requires, take all steps necessary to effectuate such duty.

3. Two (2) men shall be in the pilot house at all times while the boat is steaming or jogging.

4. The Company agrees to put the ship in a clean condition before the start of a trip and the crew will bring the ship back in a clean condition at the completion of the trip.

5. A fully equipped medicine chest shall be supplied and maintained by the Company and placed in care of the Captain who will be custodian of the key to the chest. The Boat Steward shall be allowed to check the medicine chest at any time in the interest of the crew.

6. Any safety regulation which the Company may now have in force for the safety of the ship or crew and any further regulations or amendments to existing regulations which the Company may put into effect during the term of this Agreement and which are brought to the attention of the crewmen shall be strictly adhered to by all crewmen.

7. The Company will make every effort to ensure that one or more crewmen on each trawler is qualified and trained in First Aid. If a crewman gets hurt or sick and has to be brought ashore before the completion of the trip, he shall receive such part of his share as may be determined by the rest of the crew. If the Company deems it necessary to put a replacement on board, the Company shall be responsible for payment of such replacement.

ARTICLE 6 - Notice of Discharge or Leave

1. When the Captain intends to discharge any member of the crew or any member of the crew decides to leave, thirty-six (36) hours written notice of same shall be given with a copy to the Union Representative. When a man is discharged away from the trawler's home port, the owner shall provide his transportation costs back to the trawler's home port. When a man quits away from home port, he shall pay his own transportation costs. In the event of failing to give thirty-six (36) hours notice of not sailing on the trip, the crewman shall receive a suspension of three (3) consecutive trips. If the same crewman fails to give notice twice in twelve (12) months, he shall be considered as having quit. Crew members charged with this penalty shall not be granted clearance on any other Company vessel until the suspension period has expired. The above penalty may be excused where illness or compassionate grounds are established.

2. Any crew member bringing liquor or narcotics on board, drinking liquor on board or returning to the ship while intoxicated to the extent that he does not conduct himself quietly and without interference to others shall be liable to immediate dismissal.

ARTICLE 7 - Shore Time

1. All the crews shall have forty-eight (48) hours ashore between trips when landing at home port, unless a shorter period is agreed upon between the Captain and crew. When the Company requires the vessel to land its trip in another port in Newfoundland other than the home port the Company shall choose and pay transportation of crew to the home port and return so as to allow crew members forty-eight (48) hours in home port. When the Company requires the vessel to land its trip at a port outside of Newfoundland, the crew shall have twenty-four (24) hours ashore and will be granted seventy-two (72) hours ashore on the next trip to home port.

2. During the Christmas tie up, vessels will not remain in port more than eight (8) days from the date of landing, unless this would require sailing before December 25, in which event the sailing date of such vessels would be December 27. For vessels sailing December 27 to January 2, a bonus will be paid by the Company to each crewman at the end of the first trip of regular duration after Christmas as follows:

(a) For vessels sailing on December 27 or on the eighth day after landing - One Hundred Dollars ($100) per man. (When the eighth day falls on January 1, the sailing date will be January 2.)

(b) For vessels sailing on the seventh day or less an additional Twenty Dollars ($20) per man for each lesser day.

3. When scheduled sailing time from home port is Sunday A.M., sailing time can be delayed until P.M. Sunday except during months of

June, July, August and September when sailing time can be delayed until 9.00 A.M. Monday or the vessel can sail sooner if the Captain and majority of crew agree.

ARTICLE 8 - Work in Port

1. Any crew member required to get the vessel ready for refit after the vessel is in port or required to get the vessel ready for sailing after the refit, shall be paid for performing such duties at the following rate:-

Mate and Chief Engineer	.....$3.50 per hour
Second Engineer Bosun Cook	.....$3.00 per hour
All other crew members	.....$2.25 per hour

2. When it is required to move a vessel while in port, it shall be done by shore personnel except in cases of emergency, inclement weather or other circumstances where it is deemed necessary by the Company that crew members move the vessel. Crew members will be paid for such work in accordance with rates set out in Section 1 of this Article.

3. When a vessel is forced to land in a port outside Newfoundland, the Company will allow twenty-five ($25) per day for groceries and pay the cook for eight (8) hours work in port to prepare meals.

4. Should the engineers be required to stand by the ship while in port they shall be compensated in accordance with the rates set out in Section 1 of this Article up to a maximum of twelve (12) hours per day.

5. When at the time of scheduled sailing a delay greater than two (2) hours occurs, because of mechanical problems, the Company shall pay all crew members, who are available for work on the ship, at the

rates set out in 8.1 for standing by until said vessel sails or a new sailing time is set, in which case the Company has the option of paying transportation home and return for all crew members.

6. When a vessel is forced to land at other than home port because of mechanical problems and a delay of over two (2) hours occurs, the Company will provide up to eight (8) hours work per day for crew members desiring same and pay for such work at the rates set out in 8.1.

Crew members must sail on such delayed trips and pay in accordance with 8.5 and 8.6 will be added to the settlement of such delayed trip.

ARTICLE 9 - Seniority

1. New crewmen will be regarded as probationary for the first two trips but upon a successful completion of such probationary period, crewmen's seniority shall be dated as of the initial date of sign on. At any time during the probationary period the Company shall have the right to discharge such crewman if the crewman is unsatisfactory in the judgement of the Company. Grievance procedure provided in this Agreement shall not be available during such probationary period.

2. Seniority shall mean the length of continuous service that a crewman has accumulated on Company trawlers. Fleet seniority lists shall be updated every six months and posted in the Plant office with a copy aboard each vessel and a copy to the Union. Crewmen shall have forty (40) days after posting to protest, in writing, any errors or omissions. After the prescribed time limit above, all unprotested dates and those amended shall stand as correct and official on all subsequent lists.

3. In making promotions and filling vacancies within the Bargaining

Unit, qualifications and record of conduct shall be the governing factors. When qualification and record of conduct are equal, seniority shall govern. Promotions shall be filled firstly on a boat basis then on a fleet basis providing no vessel shall be delayed.

This clause will not be effective when a new vessel initially joins the fleet.

ARTICLE 10 - Company's Rights

It is the exclusive function of the Company to:-

1. Maintain order, discipline and efficiency.

2. Sign on as sharemen, classify, terminate as sharemen, transfer, promote, demote or discipline fishermen provided that a claim of discriminatory promotion, demotion or transfer or a claim that a fisherman has been terminated as a sharesman or disciplined without just cause may be subject of a grievance and dealt with as hereinafter provided.

3. Generally to manage the enterprise in which the Company is engaged and without restricting the generality of the foregoing to determine the number and location of vessels, the species to be fished, the methods of operating, sailing and work schedules, kinds and location of equipment to be used, processing methods and to establish standards of performance for all operations and fishermen.

4. The Company may establish from time to time, rules and regulations governing fishermen covered by this Agreement, providing that such rules and regulations are not inconsistent with the provisions of this Agreement.

ARTICLE 11 - General

1. The Company agrees to make deductions for Income Tax purposes

upon the written request of a fisherman and shall remit same to the proper authorities.

2. The Company agrees to grant leave of absence without pay to any crew member for the purpose of attending a school in order to improve his skills as a crewman. The Company shall not be bound to grant such leave to more than one crewman per vessel at any one time.

3. If a ship is required to make a tow, revenue received as a result of making a tow shall be added to the gross stock. Verification of revenue will be supplied to the Union on request.

4. The Company agrees to pay fifty (50) per cent of the Canada Pension Premium for each crewman on the vessel.

5. New conditions or systems arising during the life of this Agreement will, before being implemented, be the topic of discussions between the Company and the Union.

6. It is agreed the cook shall be entitled to shop for provisions in order to obtain the best value for the crew, subject only to the right of the Boat Steward on behalf of the crew, to give further direction if necessary to protect their interests. Cooks will post grocery lists on bulletin board.

7. Clean mattresses shall be provided and clean covers as necessary.

ARTICLE 12 - Weighing and Grading

1. The crew of each vessel may appoint a person to represent them in checking the weighing and grading of fish landed and the disposal of fish graded as scrap. In any dispute which arises regarding the weighing, grading of fish landed and disposal of fish graded as scrap,

the Boat Steward shall act on behalf of the crew, Wages of any person appointed by the crew to check the weighing, grading and disposal of fish, shall be paid by the crew.

ARTICLE 13 - Grievance Procedure

1. If a crew member alleges a breach or violation of this Agreement, the respect or respects in which it is alleged that the Agreement has been violated shall be indicated promptly to the Captain, who shall deal with the matter and advise the complainant of his disposition of the issues within twenty-four (24) hours. The Captain shall log the grievance and his disposition of same.

2. If the response of the Captain does not settle the matter to the satisfaction of the complainant, he or the Union may refer the issue in writing to the Company at the first opportunity and the Company shall respond in writing as to its disposition of the issues within ten (10) days of receipt of the written complaint.

3. If the response from the Company does not settle the matter to the satisfaction of the complainant, he or the Union may then refer the issue to Arbitration for a final decision.

ARTICLE 14 - Arbitration

[Specifies procedure for binding arbitration in event of a dispute over interpretation of any part of contract.]

ARTICLE 15 - Strikes and Lockouts

1. The Union agrees that it will not cause, authorize or sanction nor permit its members to cause or take part in any sit-down or slow-down or any strike or stoppage of any of the Company's operations or any

curtailment of work or restriction of or interference with production or any picketing of the Company's property during the term of this Agreement.

2. The Company agrees that it will not cause or sanction a lock-out during the term of this Agreement.

ARTICLE 16 - Group Life Insurance Plan

1. Five thousand dollars ($5,000) Life Insurance, including accidental death and dismemberment coverage in similar amounts to the Life Insurance is a condition for engatement for crewmen on completion of two trips. This insurance contains the very valuable privilege of total disability benefits if disabled before age 60. The cost to the crewmen is fixed at two dollars ($2) per month with the Company absorbing the balance of the premium.

ARTICLE 17 - Vacation Pay

1. All crew members who sail a minimum of eighteen (18) trips on Company vessels in a calendar year shall be paid prior to refit or any time after March 1st in the following year a vacation allowance as follows:-

(a) For the calendar year 1973 - 2% of earnings.

(b) For the calendar years 1974 and after - 4% of earnings.

ARTICLE 18 - Shares

1. The lay arrangement for determining the amount of each crew member's share of the catch value is set forth in a separate Schedule "A" which shall be attached to and form part of this Agreement.

ARTICLE 19 - Duration of Agreement

1. This Agreement shall become effective on August 1, 1973 and shall remain in effect until January 31, 1975, and thereafter shall be automatically renewed from year to year unless in any year, within ninety (90) days preceding the date of expiration of this Agreement, a written notice is given by either party to this Agreement to the other party, informing the latter that it wishes to terminate or amend this Agreement or to negotiate a new one.

In such event, negotiations for a new Agreement or amendment to the existing Agreement shall take place between the parties within fifteen (15) days after the receipt of such notice.

SCHEDULE "A"

LAY ARRANGEMENTS

1. The crew's share shall be thirty-seven per cent (37%) of the gross stock for each trip, from which the cost of provisions will be deducted before sharing the balance. The Company will pay the full cost of discharging.

From this balance learner trawlermen (3 consecutive trips on a trawler) shall receive five-eighths (5/8) of a share, then the balance shall be shared equally among the rest of the crew. When a new unknown crewman joins the vessel claiming to be an experienced trawlerman, the Captain and crew shall jointly decide during the first trip if such crewman shall be designated learner trawlerman.

2. In addition to the foregoing share, the Company will pay the following amounts to the specified occupations:

Mates (with Captains' qualifications) - 2 1/8% of Shared Stock.

*Certified Mates & Certified Chief Engineers - 2% of Shared Stock.

*Bosun (qualified as Officer of Watch - 3/4% of Shared Stock.

*2nd Engineer (Watch Keeping Certificate) - 5/8% of Shared Stock.

Cook - 5/8% of Shared Stock.

Icers (Maximum of Two) - $25.00 (if less than 10% standard grade fish in a trip).

*Uncertified and Unqualified men will be 1/4% less than above.

SCHEDULE "B"

FISH PRICES

During the term of this agreement, the Company and the Union agree that all purchases of fish shall be made in accordance with the fish prices for the species of fish set forth below. The fish prices paid by the Company are determined by prevailing market conditions. The prices for all species of fish purchased by the Company will fluctuate with market conditions. A new schedule "B" will be issued to reflect any change in fish prices.

In no case will a price less than the minimum prices as set out below be paid during the term of this Agreement. The Company agrees to provide the Union with as much notice as possible of any change in fish prices. The Union shall have the right to notify the Company if it is is of the opinion that prices have not been adjusted in accordance with market conditions.

SPECIMEN FISH PRICES

	current	minimum
Cod gutted 25" and over	11.00	6.00

Cod gutted under 25"	8.75	4.50
Flounder gutted	8.75	6.00
Yellowtail gutted	5.50	5.00

APPENDIX D

SPECIMEN TRAWLER CONTRACT BETWEEN NFFAW AND ALL COMPANIES (EXCEPT PENNEYS, RAMEA), 1977-8.

ARTICLE 1 - Recognition

1:01 - The Company recognizes The Newfoundland Fishermen, Food and Allied Workers, Local 465, as the collective bargaining agent for all crew members, excluding Captains, on trawlers owned and/or bare boat chartered by the Company operating out of Newfoundland Ports.

The Company shall not make any individual agreements with the crew directly or indirectly in conflict with the provisions of this Agreement.

1:02 - Where any fisheries other than ground fish are entered into and where it would be necessary to change the method of settlement, the Company and the Union shall agree on the method. Failing to agree, either party may refer the matter to arbitration.

1:03 - It is recognized by the Union and its members that mates and chiefs, while members of the bargaining unit, are in fact ship's officers and responsible for the exercise of certain management functions, which functions do not include the final authority to hire, fire, suspend, promote or demote. They will exercise these duties and responsibilities as established by the Company and maintain discipline and efficiency. Membership in the bargaining unit is not to restrict mates and chiefs in the proper performance of their duties.

1:04 - Throughout this Agreement, the masculine shall include the feminine and singular shall include the plural as the context may require.

ARTICLE 2 - Union Shop

2:01 - The Company agrees that all crew members within the bargaining unit will become Union members upon hiring and must remain members in good standing as a condition of continuing as a crew member.

2:02 - The Captain shall inform the new crew member upon hiring of the existence of the Union and the name of the Union Steward provided the Company is kept advised of the name of and any changes in the position of Union Steward.

2.03 - In hiring new crewmen, first right shall be given to members of Local 465 Newfoundland Fishermen, Food and Allied Workers Union who have the necessary skill and ability to perform the job for which they are to be hired.

2:04 - Crew members upon being hired by the Company shall sign a written authorization and the Company agrees to deduct Union dues and other Union assessments from each trip. The Secretary-Treasurer of the Provincial Council of the Newfoundland Fishermen, Food and Allied Workers, will advise the Company in writing of the amount to be deducted.

2:05 - The Company will transmit amounts deducted to the office of the N.F.F.A.W. in St. John's together with an alphabetical list of the names of those from whom the deductions were made, by the 15th day of the month following the month in which the deductions were made.

2:06 - It shall be the responsibility of the Union Steward to have all crew members sign application forms to join the Union.

2:07 - The Company shall maintain in each Port a list of crew members who are temporarily ashore and waiting a chance to advise the Company of this intention. The Union will have access to these lists

during office hours.

ARTICLE 3 - Discrimination

3:01 - No discrimination will be exercised in hiring, transferring, filling vacancies or other terms of employment or working conditions of the crewmen because of membership in the Union or for accepting positions, serving on committees or representing the crewmen covered by this Agreement on any grounds including race, creed, color, sex, age, religious or political affiliation.

ARTICLE 4 - Safety

4:01 - Any work necessary for the safety of the trawler, crew, cargo, or tow, for the saving of other ships, lives or cargo shall be performed at any time on immediate call by all crew members notwithstanding any other provisions of this Agreement which might be construed to the contrary. The Captain shall be the sole judge. No crew member shall be required to endanger his personal safety in order to save equipment, gear, cargo, hull and machinery.

4:02 - The Company recognizes the need and the duty to make reasonable provisions for the health and safety of the crew during the course of operations and will, as the situation from time to time requires, take all such steps necessary to effectuate such duty.

4:03 - Any safety regulations which the Company may now have in force for the safety of the trawlers or crew members and any further regulations or amendments to existing regulations which the Company may put into effect following discussion with Union representatives during the term of this Agreement which are brought to the attention of crew members shall be strictly adhered to by all crew members.

ARTICLE 5 - Safety Officer

5:01 - The Company shall designate an individual in each port as the Company Safety Officer.

ARTICLE 6 - Safety Equipment

6:01 - A medicine chest and first aid kit shall be provided on each trawler. The medicine chest shall be kept in the Captain's cabin and the first aid kit shall be kept in a readily accessible location.

6:02 - The boat delegate shall be allowed to check the medicine chest and prior to docking at the end of a trip shall report any shortages; in that event the trawler will not sail on the next scheduled sailing without a medicine chest and first aid kit stocked in accordance with the specifications in Schedule "D" attached to and forming part of this Agreement.

ARTICLE 7 - Safety Committee

7:01 - There shall be formed The Newfoundland and Labrador Large Fishing Vessels Safety Committee which shall establish safety standards for trawlers in the fleet and assist in the establishment and implementation of an overall safety program.

7:02 - There shall be a Safety Committee comprised of a representative of the Union and a representative of the Company. The Safety Committee shall make an inspection quarterly of each trawler and shall file a written report to both the Union and the Company following the inspection.

7:03 - Drills recommended by the Safety Committee in 7:01 will be carried out in accordance with the recommendations.

7:04 - A major safety drill will be carried out at the time of the annual refit of each trawler. Each crew member as a condition of employment shall be required to participate, for which he shall be compensated at work-in-port rates.

ARTICLE 8 - First Aid Training

8:01 - It shall be a requirement that one (1) qualified first aider, where possible, will be on each trawler.

8:02 - The Company shall absorb the cost of training two (2) qualified first aiders for each vessel during 1977. The crew members selected through joint consultation between the Company and the Union will suffer no loss of benefits and will be selected initially from ships officers: the Captain, Mate and Chief Engineer. In the event that an individual in that classification is not inclined to take such training the parties shall choose another crew member.

ARTICLE 9 - Job Security and Joint Venture

9:01 - It is agreed that the parties will use their best efforts to ensure that one of the primary objectives of National and Provincial fisheries policies shall be the catching of all Canadian fish stocks in Canadian owned, operated and crewed vessels. It is further agreed that the parties will view any venture to process foreign caught fish in Canadian plants in the perspective of an overall fisheries policy that incorporates and promotes the above policy. Therefore the parties agree that any joint venture involving foreign landings will require full disclosure between the parties of all relevant financial and technical information and the implementation of the venture shall be the subject of negotiations between the parties.

9:02 - The Company will not use shore personnel to replace crewmen except where no other alternative is readily available.

ARTICLE 10 - Union Representative Rights

10:01 - The business agent, or other offical representative employed full time or part time by the Union, will be allowed access to the wharves, offices and trawlers of the Company for the transaction of Union business. The Union representative shall first notify management of his presence and indicate the nature of his business and he shall not disrupt normal Company operations.

10:02 - One member of the crew shall act as Union Steward representing the crew of his trawler in dealing with matters concerning the administration of this Agreement. There shall also be a fleet steward representing the entire fleet.

ARTICLE 11 - Information Exchange

11:01 - The Union shall supply the Company in writing with the names and addresses and positions of all Union Officials responsible for the administration of this Agreement. The Union will notify the Company of any changes. Only those persons designated by the Union as officials shall be recognised by the Company as acting officially on behalf of the Union.

11:02 - The Company will submit to the Union, in addition to the name of the crewman, the address, phone number and social insurance number. Such information will be updated each month.

11:03 - The T-4 slips issued to the crewmen at the end of the year will contain a statement of the amount of Union dues deducted

during the year.

11:04 - The Company will issue and maintain service records in the form of service record books to all crew members who have not previously been issued with same upon their joining a trawler in the fleet. Such service record shall contain length of service to date, rank or job performed, with dates of promotion and record of conduct. These books will be made available for inspection at the request of a crew member during office hours.

ARTICLE 12 - Seniority

12:01 - New crew members will be regarded as probationary crew members for the first two trips but upon successful completion of such probationary period, a crewman's seniority shall be dated as of the initial date of joining the fleet. At any time during the probationary period the Captain shall have the right to discharge such crew members if the crew member is unsatisfactory in the judgment of the Captain. The probationary period will end twenty-four (24) hours after docking on the second consecutive trip. The grievance procedure provided in this Agreement shall not be available to probationary crew members for such a discharge.

12:02 - A fleet seniority list showing the length of service for all crew members will be posted in the Plant and aboard each trawler, with a copy supplied to the Union. The first list shall be posted within two (2) months of the signing of this Agreement and updated thereafter at six (6) month intervals.

12:03 - Any promotion or vacancy within the bargaining unit shall be filled on the basis of seniority and ability; and where ability

is sufficient to perform the required duties, seniority shall govern. Vacancies and promotions shall be filled first on a boat basis and then on a fleet basis. To avoid disruption in sailing schedules, temporary replacements may be used.

12:04 - Whenever the Company finds it necessary to make a selection on any of the matters contained herein on any basis other than seniority, the Company agrees to review when the selection is made with the proper Union officials or representatives its reasons therefor.

12:05 - For the purpose of this Agreement, seniority shall mean length of continuous service that a crew member accumulated on Company trawlers.

12:06-08 [Rules for gaining and losing seniority]

12:09 - The Company will notify crew members of recall from lay-off by contacting the last address given. Crew members will advise the Company immediately if they accept the recall and will return to work within a reasonable time except when just cause exists. Crewmen who have just cause preventing their return to work may be temporarily replaced.

12:10 - In all matters concerning lay-off and recall of crew members, the Company shall select individuals on the basis of seniority and ability. Ability shall be defined as the crewman's capability of performing the work at hand.

ARTICLE 13 - Leave of Absence

13:01 - Crew members will be granted leave on compassionate grounds when notice is received.

13:02 - A crew member desiring a trip off shall make a request at least twenty-four (24) hours prior to scheduled sailing time. The Company will grant request in the order received provided that it shall not be required to grant time off to more than one crew member at any time.

13:03 - The Company agrees to grant leave of absence without pay to any crew member for the purpose of attending a recognised institution in order to improve his skills as a crew member, provided that the Company shall not be bound to grant such leave to more than one (1) crew member per trawler at any one time.

13:04 - The Company will grant leave of absence without pay for the purpose of attending to Union business upon receipt of reasonable notice. Such leaves will not involve any interruption of sailing schedules due to the numbers or classifications involved.

13:05 - Leave of absence without pay for personal reasons will be considered on an indvidual basis and will not be arbitrarily denied.

ARTICLE 14 - Standard Crew

14:01 - Standard crew with respect to existing trawlers, including Captain, shall be outlined in Schedule "B" attached to and forming part of this Agreement.

14:02 - A trawler may sail with less than the normal crew if:

(a) a crew member is absent due to illness;

(b) a crew member is on approved leave of absence;

(c) when crew members fail to report at scheduled sailing time;

(d) the majority of the crew members agree.

ARTICLE 15 - Sailing Schedules

15:01 - All crew members shall have forty-eight (48) hours ashore between trips unless a shorter period is agreed upon between the Captain and the majority of the crew members.

15:02 - When a trawler lands a trip at any port, other than its home port, the Company shall choose and pay transportation expenses for the crew to the home port and return, and allow crew members forty-eight (48) hours in the home port. Where road transportation is not available and subject to adverse travelling conditions, the trawler shall sail as soon as possible and crew members shall have seventy-two (72) hours shore time after the next trip lands at the home port.

15:03 - Trawlers shall be scheduled to sail forty-eight (48) hours after landing or as scheduled within the next sailing period.

15:04 - All scheduled sailings will be in accordance with Schedule "B" attached to and forming part of this Agreement.

15:05 - All crew members shall report for sailing time unless otherwise advised at least six (6) hours prior to the scheduled sailing time. Where there is no scheduled sailing time, crewmen will receive six (6) hours notice. The Company will request and each crewman will provide a point of contact where the crewman can be reached directly by phone if possible so that any change in sailing schedules can be communicated. The Company shall have fulfilled its obligation with regard to notifying crewmen by leaving a message at the point of contact for each individual crewman. The Company shall have no responsibility to a crew member who does not advise of any change in his point of contact.

15:06 - Conditions regarding Sunday sailings are outlined in Schedule "B" attached to and forming part of this Agreement.

15:07 - The sailing time for trawlers coming out of bad weather, landing a crewman, for minor repairs, or delays, shall be the earliest possible hour after landing regardless of the day or hour of the day.

ARTICLE 16 - Xmas Tie-Up

16:01 - All trawlers shall be in port for Christmas tie-up before Noon on December 24th.

16:02 - No regular crewman shall be required to sail until 8.00 a.m. on January 2nd.

16:03 - The Company agrees not to sail trawlers on December 25th, 26th, 27th and January 1st.

16:04 - Crewmen who agree to sail on December 28th, 29th, 30th and 31st shall be compensated in accordance with the following.

16:05 - Basic bonus for each crew member sailing December 28th, 29th, 30th and 31st is One hundred and twenty-five dollars ($125.00).

16:06 - [Other Xmas sailing bonuses.]

16:07 - Crewmen who choose not to sail on trawlers sailing on December 28th, 29th, 30th and 31st shall, at their request, be reinstated in their regular positions without loss of rights or seniority at the earliest possible date.

ARTICLE 17 - Watches

17:01 - Watches shall be run on an eight (8) hours on, four (4) hours off basis while fishing, and four (4) hours on, eight (8) hours off, while steaming, laying or jogging.

17:02 - Watches for the Captain and Mate except where otherwise mutually agreed and watches in the engineroom shall be on a six (6) hours on and six (6) hours off basis.

17:03 - Watches shall not be broken without sufficient reason. It is agreed that the Captain may break watches at his discretion and that all crew members may be required to turn to in the event of heavy fishing, to repair damaged gear, etc. Unwarranted breaking of watches (in the engineroom or on deck) may be subject to the grievance procedure.

17:04 - No crew member shall be required to remain on deck for more [sic] twelve (12) consecutive hours subject to Article 4:01 hereof

17:05 - Two (2) men shall be in the pilot house at all times while the trawler is steaming, laying or jogging.

ARTICLE 18 - Weighing and Grading

18:01 - The crewmen may appoint and pay tallymen to act on behalf of crew members in checking the weighing and grading of fish landed and the disposal of fish graded as scrap.

18:02 - The rules and procedures for weighing and grading fish are outlined in Schedule "C" attached to and forming part of this Agreement.

18:03 - Any irregularities or deviations from the rules and procedures shall be subject to grievance and arbitration procedure.

ARTICLE 19 - Trip Settlement & Advance

19:01 - Upon docking of a trawler at its home port, each crew member shall be advanced the per diem for each sea day to the nearest projected hour. The trip settlement shall be paid prior to sailing on the next trip at which time final adjustment on the balance due on the

trip will be made. Each crew member shall receive a copy of the final settlement sheet and fish receipt as per Schedule "C" 12.

19:02 - Crew members' classifications and method of compensation are set forth in Schedule "A" attached to and forming part of this Agreement.

19:03 - The Company agrees to make deductions for income tax purposes and shall remit the same to proper authorities. The Company does not undertake to assure that the crew members pay the proper amount of income tax.

19:04 - The Company agrees to pay fifty per cent (50%) of the premiums due under the Canada Pension Plan for all crew members.

ARTICLE 20 - Reporting Pay

Governs payment of crewmen reporting for a scheduled sailing which is delayed through no fault of theirs.

ARTICLE 21 - Stand-by Pay

Governs payment of crewmen when a vessel is delayed from sailing due to mechanical failure.

ARTICLE 22 - Work in Port pay

ARTICLE 23 - Overtime pay

23:01 - Crew members on work-in-port rates shall be paid time and one-half of the regular rate for all hours in excess of eight (8) hours in a day or forty (40) hours in a week, and for all hours worked on Saturday and plant holidays. Double the regular rate will be paid for all continuous hours worked in excess of twelve (12) and on Sunday. A day is defined as a twenty-four (24) hour period commencing at 12 mid-

night for the purpose of this paragraph. There shall be no pyramiding of any overtime and/or premium pay under this Article.

ARTICLE 24 - Tow Job & Diversion Pay

ARTICLE 25 - Salvage Pay

ARTICLE 26 - Jury Duty Pay

ARTICLE 27 - Bereavement Leave Pay

ARTICLE 28 - Living Conditions

28:01 - The Company will provide and maintain clean mattresses, mattress covers and pillows for each crewman.

28:02 - At the beginning of each trip each crewman will be given a freshly laundered issue consisting of two sheets and two pillow cases. At the end of each trip all soiled or worn out sheets, pillow cases and mattress covers will be turned in to be replaced or laundered as the case may be.

28:03 - Each Company, where applicable, will review with the Union representatives what is necessary to provide heated oilskin lockers, and will endeavour to have such lockers heated. Each Company, where applicable, will also review with Union representatives what is realistically possible on a trawler to ensure appropriate temperature controls for crew comfort.

28:04 - Each trawler shall be equipped with a radio for the use of crew members.

ARTICLE 29 - Purchasing Provisions

29:01 - It is agreed that the cook shall be entitled to shop for

provisions in order to obtain the best values for the crew, subject only to the right of the Union Steward, on behalf of the crew, to give further direction if necessary to protect their interests. Cooks will post grocery lists on the bulletin board.

ARTICLE 30 - Working Conditions

30:01 - It is the responsibility of the Company to ensure all trawlers are made ready for the scheduled sailing times.

30:02 - When the trawler is scheduled to sail and the crew are on board, the crew will be expected to do all assignments normally performed at sea in order to facilitate the sailing of the trawler.

30:03 - The Company agrees to put the trawler in a clean condition before the start of a trip. The crew shall bring the trawler back in a clean condition at the completion of a trip.

30:04 - The Companies will pay for the taking of sets of main warps and the marking of one set of main warps per year where marking is required.

30:05 - Gear will be placed on the deck, and the crew members will be responsible for stowage of gear.

30:06 - Splicing of wire except in emergencies will be done by shore personnel.

ARTICLE 31 - Vacation Allowances

31:01 - The Company agrees that the crew members shall receive a vacation allowance of Four per cent (4%) of earnings.

31:02 - The allowance will be payable after March 31st of each year on the earnings in the previous year.

31:03 - Upon termination or quitting, crew members will be paid the vacation allowance accumulated to date.

31:04 - The Company will grant upon request prior to Christmas tie-up an advance in the amount of vacation allowance accumulated to that date.

ARTICLE 32 - Tool Allowance

32:01 - National Sea Products Limited, Burgeo Fish Industries Limited, Bonavista Cold Storage Company Limited and Fishery Products Limited (at the Port of Catalina only) and Lake Group Limited (Gaultois) will provide Engineers with all necessary tools free of charge. Engineers with Fishery Products, Burin, Trepassey, Marystown and Booth Fisheries, Fortune must supply their own tools.

ARTICLE 33 - Clothing Allowance

33:01 - The Company agrees to pay a clothing allowance of twenty cents (.20¢) per day.

ARTICLE 34 - Ship Loss Allowance

34:01 - When a trawler is lost or burned during a trip, all crew members will receive a lump sum payment of Two hundred dollars ($200.00) each in full payment for loss of personal items.

ARTICLE 35 - Bonded Stock

35:01 - The Company will ensure that the allowed amount of bonded cigarettes are put on board each trawler before the beginning of each trip.

35:02 - The cost to the crewmen will be for the cigarettes only and no additional fees or costs will be added for the Company's inconvenience

in picking up and putting the bonded stock on board.

35:03 - The Company will ensure that each man is issued his correct amount of bonded stock.

ARTICLE 36 - Insurance

[Specifies death and disability payments, summarised thus: -]

Newfoundland Fisheries
Benefit Plan

Term Life	$15,000.
Weekly indemnity	$ 75.
Semi-private hospital) Major medical expenses)	all costs above MCP.
Direct drug expenses	80% paid

ARTICLE 37 - Management's Rights

37:01 - Subject to the provisions of this Agreement, it is the exclusive function of the Company to maintain order, discipline and efficiency, sign on, classify, discharge, transfer, promote, demote or discipline crew members.

37:02 - Subject to the terms and conditions of this Agreement, it is the exclusive function of the Company to manage the enterprise in which the Company is engaged and without restricting the generality of the foregoing, to determine the number and locations of trawlers, the species to be fished, the methods of operation, sailing and working schedules, kinds and locations of equipment to be used, processing methods and to establish standards of performance for all operations and fishermen.

37:03 - The Company may establish from time to time rules and regulations governing crew members covered by this Agreement, provided

that such rules and regulations are not inconsistent with the provisions of the Agreement.

ARTICLE 38 - Discharge or Suspension

38:01 - When a crew member is suspended or discharged, written notice of such action stating the reasons therefore shall be forwarded to him, with a copy to the Union, within twenty-four (24) hours, if the action arises at sea, within twenty-four (24) hours after docking.

38:02 - Crew members, who without just cause and without having received permission, fail to report for a scheduled sailing, will be considered to have quit. The Company will, within twenty-four (24) hours of any incident under this Clause issue a letter to the crewman, with a copy to the Union, confirming the status of the crewman.

38:03 - When a crew member is discharged away from a trawler's home port, the Company shall choose and provide his transportation and lodging back to the home port. The Company has no responsiblity for a crew member who quits.

38:04 - Matters of a disciplinary nature or expressions of dissatisfaction with the performance of a crew member shall be recorded in writing and placed in the personnel file of the crew member with a copy to the Union. Such matters if not recorded, shall not be considered as a part of a crewman's record.

ARTICLE 39 - Grievance Procedure

39:01 - No crew member shall be disciplined, suspended or discharged without just cause.

39:02 - Both parties recognise the importance of processing grievances as quickly as possible and agree that any dispute concerning the administration, application or alleged violation of this Agreement shall be

dealt with as follows:

STEP 1 Crew member grievances arising out of matters relating to ship board conditions shall be raised with the Captain during a trip. Grievances arising from contract application or interpretation relating to benefits accruing under the contract shall be raised with designated shore personnel. The Captain or designated shore personnel shall reply within three (3) days of the matter being raised or twelve (12) hours prior to sailing time whichever comes earlier.

STEP 2 If the grievance is not resolved at Step 1, the matter may be further discussed between the crewman and/or boat delegate and other designated representatives of the Union and the designated shore personnel of the Company, together with the Plant Manager and/or Personnel Manager, or the Union may elect to proceed to Step 3.

STEP 3 If the grievance is not resolved at Step 1 or Step 2 it shall be submitted to the Plant Manager in writing stating the issue and remedy sought. Upon receipt of a grievance in writing, the Manager shall, at the earliest possible date and in no case to exceed twelve (12) days, convene a meeting of such Company representatives as may be designated, together with the crewman and/or boat delegate, a provincial representative of the Union, if available, and such other people as the Union may designate. The matter will be decided and the Company's written reply to the grievance will be submitted to the Union within seven (7) days of the meeting with copies to all interested parties. If

the grievance is not resolved through the foregoing procedure, either party may refer the matter to arbitration as herein provided.

39:03 - Group and policy grievances initiated by the Union and Company grievances shall be submitted in writing specifying the Articles of the Collective Agreement allegedly violated by either party in accordance with Step 3. The party in receipt of the grievance shall reply within fourteen (14) days. Failing settlement, the matter shall be referred to arbitration as herein provided.

39:04 - The time limits herein may be expanded or compressed by mutual consent and subject to the directive of 39:02 shall be considered directory as opposed to mandatory.

39:05 - No grievance shall be denied through error in form or technical irregularity.

ARTICLE 40 - Arbitration

[Provides for binding arbitration in case of failure of grievance procedure.]

ARTICLE 41 - Strikes and Lockouts

41:01 - During the life of this Agreement, the Union and its members agree individually and collectively that its terms and conditions are binding on them and further agree that there shall be no strike, sit down, slow down, stoppage, or suspension of work, either complete or partial, for any reason.

41:02 - The Company agrees that during the term of this Agreement there shall be no lockout.

41:03 - "No crewman shall be forced as a condition of employment to cross a legal picket line."

ARTICLE 42 - Duration of Agreement

42:01 - This agreement shall become effective on the 1st day of November, A.D., 1976 and shall remain in effect until the 31st day of October, A.D., 1978 and thereafter shall be automatically renewed from year to year unless in any year, within ninety (90) days preceding the date of expiration of this Agreement, a written notice is given by either party to this Agreement to the other party, informing the latter that it wishes to terminate or amend this Agreement or to negotiate a new agreement. In such event, negotiations for a new agreement or amendment to the existing Agreement shall take place between parties within fifteen (15) days after the receipt of such notice.

42:02 - In the event that Schedule "A" is not implemented or implemented in such a manner other than as contained herein, either party shall be entitled to issue notice requesting the other to renegotiate and revise the amounts of compensation. On failure to reach agreement and after normal conciliation proceedings under the laws of the Province of Newfoundland, this Agreement would be considered to be ended upon ten (10) days' notice by either party.

SCHEDULE "A"

During the term of the Agreement, crew members' income will be determined as follows:

1. Effective November 1, 1976 a per diem of Twenty-four dollars ($24.00) per sea day; Effective May 1, 1977 a per diem of Twenty-five dollars ($25.00) per sea day; Effective November 1, 1977 Twenty-seven dollars

($27.00) per sea day, all calculated to the nearest hour.

2. A basic share calculated on fish prices, as set forth herein. The total pounds of acceptable fish landed each trip shall be paid for at these prices. The dollar amount arrived at shall be referred to as the crew's gross stock which shall be equally divided amongst the entire crew including Captain after deductions of the cost of provisions and cigarettes. In addition, the Company shall pay the following percentages and amounts to these special classifications:

Mates and Chiefs ..... at 5.50% of the total crew's gross stock;

Bosuns, Second Engineers and Cooks..... at 2.00% of the total crew's gross stock;

Two Icers each ..... at 1% of the total crew's gross stock or Thirty dollars ($30.00) per trip whichever is greater, for properly iced fish.

3. The crew's gross stock on side trawlers shall be increased by an additional ten per cent (10%).

4. (A) Retroactive pay shall apply only to increases in:

   1. Crew's fish prices;
   2. Per diem.

   (B) Retroactive pay applies to all crewmen on all trips where the trawler fish receipts are dated on or after November 1, 1976 and up to date of implementation of this contract.

(C) Claims of retroactive pay not picked up within thirty (30) days after the date retroactive pay was made available may be deemed to be lost.

5. Prices per lb. for acceptable fish.

SCHEDULE "B"

1. Sunday Sailings

No trawler shall be scheduled to sail before 2.00 p.m. on Sunday unless agreed to between Captain and crew and no trawler will be required to make more than three (3) Sunday sailings a year. There shall be no Sunday sailings scheduled between June 15th and September 15th.

2. [Details standard crew]

3. [Details Scheduled sailing periods]

SCHEDULE "C"

Fish Weighing and Receipt

1. All fish shall be unloaded directly from the trawler through existing unloading systems and weighed over scales approved and stamped by the Department of Weights and Measures and monitored regularly by the Union.

2. Scales shall not be adjusted upward or downward to allow for any factors and shall balance at zero (0) all year around.

3. The Weighmaster shall record the actual weight and specie contained

in each lot of fish before tripping scales or allowing the removal of each lot of fish, and make available to the Union, if requested, a copy of the original record.

4. Gross weight shall be the total weight that passes over the scales or the total weight passing over scales plus anything culled out prior to tallying weight.

5, 6. [Specify grounds for deductions from gross weight, and how such deductions are to be arrived at.]

7. Deductions for reasons outlined in 5(d), 5(e), 5(g), and 5(i) herein, which amount to five per cent (5%) or more of gross weight, will be certified in writing by a Federal Fisheries Inspection Officer provided one is readily available and is willing to do so.

8. In any dispute over quality at time and point of discharge the opinion of the Federal Fisheries Inspection Officer shall prevail providing the Officer is available and willing to express his opinion subject to arbitration as herein provided.

9. If all fish are processed before the trawler is settled the deduction will be the actual amounts found. If the trawler is settled before all fish are cut the deduction will be based on the percentage found up to the time of settlement.

10. The Company will endeavour to ensure that quality does not suffer as a result of any of its actions. An allegation by the Union that the Company has failed in this regard may be dealt with without disruption through grievance and arbitration.

11. Crews will be held responsible only for quality of fish less than 264 hours old at the time and point of discharge.

12. The receipt shall show the net processable fish as per specie and size, the deductions from gross weight for items 5(a) to 5(i), and the reasons for same. Each crew member and the Union shall be given a copy of the receipt.

SCHEDULE "D"

Standard Contents of the Medicine Chest and First Aid Kit

SCHEDULE "E"

The following specifies the understanding between the Companies and the Union on various items which are not specifically set out in the body of the Collective Agreement:

1. The Companies agree that this Agreement is not to have the effect of reducing any existing benefit which might exist prior to the implementation of this Agreement on a port-to-port basis.

SCHEDULE "F"

[Deviation - generally of a minor nature - from standard contract in cases of some individual companies.]