5. Collective Agreements Analysis

Of the 65 collective agreements examined, 59 have clauses that allow journalists to take stands or actions when ethical issues arise. Appendix A has a complete list of the 134 Canadian daily and community newspapers whose collective agreements were examined listed by province. Appendix B has a breakdown of the clauses in place in each collective agreement. Appendix C has the actual clauses at each newspaper or publishing group by province.

The clauses dealing with ethical considerations are found under a wide variety of headings in the collective agreements. Some are identified as "professional activities," some as "editorial issues," some as "editorial integrity," some as "employee integrity," one as "editorial employee integrity" and the rest are lumped together under the undignified title of "miscellaneous."

5.1. Bylines

This is the single most prevalent clause stated in a wide variety of language that stipulates journalists' bylines or photo credits shall not be used over their protest: variations of the clause were found in 59 of the contracts examined. Relevant sections of the collective agreements detailing their language are listed by province in Appendix C. The vast majority don't specify for which reasons they can be withheld, giving the appearance that those clauses provide journalists with wide latitude in their application. Some of the language variations include the following:

- An employee's byline or photo credit shall not be used over that employee's protest. (*Vancouver Sun* and *Province*)
- With the exception of columnists and critics, the Employer will not use bylines, credit lines, or other forms of personal identification over an employee's protest. (*The London Free Press*)
- By-lines and photo credit lines will only be used where there is mutual consent of both the employee and the Employer. (Nanaimo *Daily News*)
- Employees covered by the Agreement who work as reporters shall have the right to withhold their byline. (Regina *LeaderPost*)
- An editor will determine whether or not a story is to carry a byline, signature or any other form of credit. An employee may withdraw such byline, signature or any form of credit. (*Maclean*'s magazine)
- Except for opinion pieces, the Employer shall not use bylines, credit lines, pictures, caricatures or other forms of personal identification over and employee's protest. (*The Sun Times*, Owen Sound)

Most of the collective agreements don't specifically stipulate that columnists and critics can't request that their names or credits be withheld, but some do. Columnists and critics are hired and published specifically on the basis of lending their names to their opinions: withdrawing their names would negate their intent. Regardless, all of the above

would appear to give reporters and photographers the right to withhold their bylines and photo credits without much qualification. More complex variations of the byline or credit clause in a small number of newspaper contracts appear to create some room for debate; whether that right in unqualified by adding words such as "reasonable" opening a debate; whether such an action is reasonable; or by adding conditions under which byline and photo credits may or may not be withdrawn. Some also stipulate that such withdrawals not be used in a concerted action. They include:

- An employee has the right to protest the use of his/her byline or credit line and the byline or credit line will not be run when the editor, or in the absence of the editor, his/her immediate supervisor is satisfied one of the following issues is involved:
  ·There is a risk of physical danger to the reporter or photographer;
  ·the material has been substantially changed; or
  ·when the reporter or photographer does not wish to associate him/herself with the subject covered. (*Surrey Leader*)
- An employee's by-line or credit shall not be used over the employee's protest. Withholding of a by-line shall not be used in concerted action. (*The Free Press*, Midland)
- An employee's byline or photo credit may not be used over his or her reasonable protest. (Moncton Publishing Division of Summit Publishing Limited)

5.2. Editing changes

The second most commonly included clause in the collective agreements studied addresses the processes that should be followed after editors have altered stories or photographs. Altogether, 51 of the 65 collective agreements had language addressing changes to stories or photographs. But the language varies greatly from contract to contract. For example, *The Vancouver Sun*'s collective agreement stipulates the following:

- An employee must be consulted prior to the time of publication if the Company has decided to alter the factual content of any story written by that employee or any photograph shot by that employee. The employee may at that time protest the use of his/her byline, or his/her photo credit.

By way of comparison, the *Times Colonist* collective agreement in Victoria requires consultation with employees when possible. If it is not possible, their bylines or credit lines are removed. It reads:

- Whenever possible, factual changes in material submitted and rewrites of material submitted shall be brought to the employee's attention before publication. If an employee cannot be contacted prior to publication, his/her byline or credit line shall be removed.

Those and variations of them are the two most standard clauses dealing with changes to material from reporters and photographers. The most common variation stipulates that reasonable efforts be made to discuss changes before the publication of stories. In such contracts, there would appear a less onerous burden on editors to contact reporters than in contracts such as *The Vancouver Sun*'s that contain language saying they must be consulted. For example, the *Red Deer Advocate*'s contract reads:

- Whenever substantive changes are made in a reporter's story, every reasonable effort will be made to discuss the changes before publication of the story. Failing that, the byline shall not be used.

One contract variation calls for employees to be provided with reasons for substantive changes to material submitted creating greater accountability for editors. The *Ottawa Citizen*'s contract reads:

- The Publisher shall endeavor to consult with an employee before substantive changes are made in material submitted by the employee. If consultation is not possible and publication cannot be delayed, the byline or credit line of the employee involved shall be removed. Upon request, employees shall be give reasons for substantive changes to their material.

The Kingston Whig-Standard's collective agreement is interesting because it goes farther than most in defining what is meant by substantive changes, but it has no provision for removing bylines if the employees cannot be reached. It reads:

- Editors will make reasonable efforts to bring substantive editing changes to an employee's attention before publication. A substantive change is recognized to embrace any rewriting, deletion or structural rearrangement of a story or editorial which noticeably alters its impact, meaning or emphasis.

Similarly, the collective agreement of *The Daily Gleaner* in Fredericton, New Brunswick, more precisely defines down to the sentence when reporters must be contacted about editing changes to their stories:

- News or feature stories in which an editor has added or subtracted one or more sentences for reasons other than to correct inaccuracies shall not be bylined with the reporters (sic) name without the reporters (sic) approval. When in doubt, the byline will be left out.

Far less precise are the collective agreements of the Moncton Publishing Division of Summit Publishing and the New Brunswick Publishing Company, in which the language is ambiguous as to whether employees' bylines or photo credits will not be used if management fails to contact them regarding changes to their material. It appears to be left to the discretion of editors whether the bylines and credit lines will be used or not. For example, the New Brunswick Publishing Company contract says:

- An Employee's by-line or photo credit will not be used over his or her reasonable protest. Whenever substantial changes are made to a story or photograph, an effort will be made to discuss the changes prior to the publication of such. Failure to make contact with the affected Employee will not constitute reason for the by-line or photo credit not to be used.

Among the most precise language used is that in the collective agreement for the journalists at *The Hamilton Spectator*. It specifies the procedures to be used when dealing with news and feature copy, as opposed to analysis, opinion and columns, for which there is a different procedure involving explanations to the employees concerned. Unlike most contracts that don't allow columnists or analysis writers to remove their bylines, they can ask for their bylines to be removed to protest editing changes. It reads:

- Substantive changes to news and feature copy shall be brought to the attention of the employer's representative who shall make reasonable effort to ensure the employee is notified prior to publication. If the employee cannot be contacted, the substantive change(s) may be made and the employee's byline removed.
- An employee's byline shall be used by the employer on pieces of analysis, opinion or columns. Editing changes may be made with reasonable concern for the employee's style, however, where extensive changes are made, the employer will make reasonable effort to contact the employee prior to publication to explain the need for such changes. Where the employee has been contacted and disputes such changes, a byline shall not be used over their protest.

5.3. Corrections

The third most commonly included clause in the collective agreements studied addresses procedures for dealing with corrections when factual mistakes are printed in Canadian newspapers. Legal reasons exist why mistakes are corrected. In a defamation lawsuit, the publication of an apology is not a defence to an action, but the offering of an apology can mitigate damages. [i] From this study's perspective however, it should be self-evident that ethical newspapers which aspire to convey the truth to their readers would want to correct mistakes as quickly and sincerely as possible. However, only 35 of the 65 collective agreements studied contained language regarding procedures for dealing with mistakes that are binding in law. As with the other clauses examined thus far, the contract language dealing with mistakes varies considerably in its complexity. Corrections and apologies clauses do a number of things depending on their language. It their most basic level, they provide a newspaper's readers with the truth in the event of mistakes. At their most complex level, the collective agreement clauses provide readers with transparency and differing levels of accountability in the news gathering process, again depending on their language. Accountability is an important concept. If one aim of newspapers is to hold the various institutions in society accountable, ethical newspapers should aspire to do no less themselves.

Among the simplest and most common guidelines for dealing with corrections is the contract language at *The LeaderPost* in Regina which says employees have the right

to be consulted on corrections. Such a provision would allow a reporter to establish whether a correction is warranted based on the facts available. That right is not absolute, however, because it included the stipulation "wherever possible." It reads:

- Employees covered by the Agreement who work as reporters shall have the right to…wherever possible be consulted on the corrections.

More specific is the language in *The Korea Times* (Vancouver) collective agreement which specifies that no correction or retraction will be printed without notification. Notification is not as strong as the language requiring consultation in *The LeaderPost* contract. The *Korea Times* contract reads:

- If a question arises as to the accuracy of printed material, no correction or retraction of that material shall be printed without notification to the reporter concerned.

More complex is the language in the collective agreement with Trinity Holdings publications in British Columbia, which specifies that the editor and/or publisher will give due consideration whether to publish a correction or retraction. However, the language is ambiguous and does not specify as other contracts do that employees have the right to be consulted. It reads:

- If a question arises as to the accuracy of printed material, the editor, and or publisher, will give due consideration to all available information before determining whether or not to publish a correction or retraction.

The contract language in the *Kamloops This Week* collective agreement qualifies the guarantee that no correction or retraction will be printed "provided" the reporter is available. However, it specifies that a reasonable effort will be made to contact the reporter without defining what is reasonable. It reads:

- If a question arises as to the accuracy of printed material, no correction or retraction of that material shall be printed without prior notification to the reporter concerned provided the reporter is available. A reasonable effort will be made to contact the employee.

The contract language in *The Toronto Star* collective agreement is more specific about what it means by making a reasonable effort to contact the employee involved with respect to corrections or apologies. It specifies phone calls shall be made to the employee at home and at work. Failing to reach the employee in that manner, a note must be sent to the employee at his or her place of work.

- Except where libel or legal action has been threatened or appears probable, the Employer will not publish a correction or apology in respect of an employee's work until a reasonable effort has been made to discuss the matter with the employee. To do this, the Employer shall attempt to contact the employee by

telephone at home and at work, and if not reached in this way, by a note sent to the employee at his or her place of work prior to publication of such correction or apology.

The contract language in *The Surrey Leader* collective agreement specifies that efforts to contact the employee will be exhaustive rather than merely reasonable. Without specifying what "all efforts are", the contract language in *The Surrey Leader*'s collective agreement appears to puts place a greater burden on the paper to contact reporters involved than others. It reads:

- If a question arises as to the accuracy of printed material, no correction or retraction shall be printed until all efforts to contact and consult the employee have been exhausted. In the event contact has not been made by the deadline (required by libel laws to mitigate potential damages) by which time a retraction must be printed, then the publisher reserves the right to print such a retraction.

The contract language for *Nanaimo Daily News* places less emphasis on the effort the employer must make than the *Surrey Leader*, but it goes farther than many in terms of specifying that if a correction is warranted as a result of an editing error, then it will identify the mistake as an editing error. Such a provision would do several things. In the first instance, it would provide a higher degree of truth in its corrections. In the second instance it would provide a higher degree of accountability to readers about the process that led to a mistake being made. In the third instance such a clause would provide a higher degree of protection for the professional integrity of the reporter whose name was on a story bearing an editing mistake. It reads:

- The employer will not publish a correction, apology, or letter referring to an employee's work until every reasonable effort has been made to discuss the matter with the employee. Editing errors will be identified as such.

The contract language in the *The Sun Times*, Owen Sound, goes farther even than even the language in the *Nanaimo Daily News* in identifying the source of mistakes by offering a third and fourth possibility for their occurrence: typographical errors and incorrect information. While it doesn't specify whether the typographical errors were the reporter's or editor's, it does offer a greater degree of transparency into the process when a mistake occurs. Establishing that a mistake was the result of incorrect information does raise the possibility that insufficient effort was expended in an effort to obtain correct information in the first place. That raises the ethical question of how much effort to arrive at the truth is sufficient. Still, such a clause would provide another avenue for maintaining a journalist's integrity in the event he or she is provided with incorrect information by a trusted source. It reads:

- The Employer will not publish a correction or apology in respect of an employee's work until a reasonable effort has been made to discuss the matter with the employee. Where the employee establishes the falsehood of any material, such material will not be published.

- Published corrections shall indicate when mistakes are due to: reporting, editing or typographical errors, or when incorrect information is supplied to *The Sun Times.*

The collective agreement at *The Gazette* in Montreal is the only contract in this study that compels the newspaper to contact the Guild in the event it is unable to contact the employees after every reasonable effort. That provision may or may not address the facts or the truthfulness of the correction, but even though the collective agreement does not specify what steps should be taken to contact employees it does appear to provide another level of transparency in the correction process. It reads:

- If a question arises as to the accuracy the printed material, no correction or retraction of that material shall be printed, except where made necessary by an allegation of libel, before the employee(s) involved have had the opportunity to promptly supply the Employer with such explanations or information as he/she considers relevant and appropriate.
- If, after every reasonable effort has been made, the employee cannot be contacted, the Employer shall advise the Guild before making any correction or retraction.

5.4. Letters to the Editor

The fourth most common contract language in the collective agreements studied sets out processes dealing with letters to the editor criticizing journalists for their personal integrity or professional ethics. Such clauses were found in 30 of the 65 contracts studied. Most don't set out the reasons why there is a letter to the editor clause or clauses in the contracts, although very few do. At the height of their complexity, those clauses are meant to offer protection to the names of journalists who have gone about their business in an ethical manner yet have been unfairly attacked or criticized in a letter to the editor. The intent here is to show the wide variations in the language used in the contracts from vague to complex and the various levels of protection they afford. Some make no mention of the processes to follow after a very critical letter or one that may have factual errors has been received or what remedial steps can or should be taken.

Among the vaguest language used is that in the collective agreement of *The Hamilton Spectator*, by way of example. It only mentions criticism and doesn't actually use the words "letter to the editor." However, it also could be argued that such ambiguous language casts a fairly wide net. It says:

- No criticism or retraction of an employee's work shall be published without a reasonable effort to consult the employee.

Although somewhat more specific, the collective agreement of the *Chronicle-Journal* in Thunder Bay does not say no letter will be published before an employee has been provided with a copy of any letter referring to his or her work by name. It says:

- The Employer will provide the employee concerned with a copy of any letter to the editor that refers to his work by name prior to publication.

Still more specific is the collective agreement language of the *Nanaimo Daily News*. It lumps letters in with corrections and apologies saying they will not be published without making every reasonable effort to contact employees. But that does not mean the employer may not publish it if they can't contact the employee. It says:

- The employer will not publish a correction, apology, or letter referring to an employee's work until every reasonable effort has been made to discuss the matter with the employee.

The collective agreement of NOW Communications Inc. (NOW) stipulates that any employee whose work is named in a letter will be shown it prior to publication. It also sets out what the employee may do if he or she has an objection to the letter. Startlingly, even if there is false material in such a letter, NOW could publish it under the terms of the collective agreement. The only remedy for the employee is that NOW will publish a reply from the employee if one is submitted. It says:

- An employee whose work or person is mentioned in a letter to the editor will be shown the letter before publication. Where the employee has an objection to the letter, he or she may bring the matter to the weekly Editorial Committee meeting. Where false material concerning an employee is to be published in the letters section, NOW will also publish a brief reply if submitted by the employee.

The *Mission City Record* collective agreement contains language calling for reporters to be shown letters to the editor criticizing their work and deals directly with the issue of letters calling a reporter's integrity into question. If an editor deems the criticism is justified, it would be published with an editor's note in support of the reporter's work. It does not say whether the letter would be in support of the unethical work or other work. Nonetheless, such a clause would provide accountability to readers of journalists' unethical behavior and should be welcomed as such. There is no mention of a remedy or what would happen to the letter if the editor's investigation found the reporter's work to have met his ethical test. The collective agreement says:

- Reporters shall as soon as possible be shown letters-to-the-editor criticizing the particular reporter's work. If the letter concerned is to be published, and if there is material in the letter which could call the reporter's integrity into question, the editor will investigate and may, if he is satisfied that the criticism is justified, add an editor's note in support of the reporter's work.

The collective agreement of the *Richmond Review* provides remedies that require portions of a letter to the editor found to be libelous to the person, character or professional stature of an employee to be deleted prior to publication. Deleting truly libelous material is the only responsible thing to do. However, it could be argued that publishing a letter that was justified in calling a reporter's unethical behavior into question would be damaging to his or her professional stature, but so be it: unethical journalists should be held accountable for their actions. Deleting such material would be a disservice to the newspaper's readers.

- All portions of a letter to the editor deemed to be libellous (sic) to the person, character or professional stature of the employee shall, after consultation with the editor, be deleted prior to publication.

Among the most common language used in the collective agreements is that of Trinity Holdings, which sets out the terms in which editors will attempt to discuss letters to the editor which criticize or challenge the published stories of a reporter. However, as noted immediately above, all libelous portions reflecting on the person character or professional nature of the employee would be deleted. The same argument as the one above about unethical behavior still holds. The collective agreement says:

- Letters to the editor which criticize or challenge the published stories of a reporter will, whenever possible, be discussed with the reporter prior to the publishing of the said letters to the editor.
- All portions of a letter to the editor deemed by the editor and/or publisher to be libelous to the person, character or professional stature of the employee shall, after consultation with the editor, be deleted prior to publication.

The *Winnipeg Free Press* collective agreement gives employees greater guarantees that they will at least be shown any letter that refers to their work prior to publication and will have the opportunity to discuss concerns with the newspaper's editor or designate. The final decision about publication rests with the editor. It says:

- The Employer will provide to the employee concerned with a copy of any letter to the editor that refers to his/her work prior to publication. If there is a disagreement between the employer and the employee over the decision to publish a letter the employee may then address the matter with the Editor or his/her designate. The letter will not be published until the employee has had a chance to discuss their concerns with the Editor. The decision of the Editor to publish the letter is final.

Fairly common in the collective agreements that deal with letters is the contract language of *The Toronto Star*, for example, which only makes the newspaper responsible for reviewing letters criticizing their work only if it is practical to do so, except where liable or other legal action is threatened. It reads:

- Except where liable or other legal action has been threatened or appears probable, no Letter-to-the Editor criticizing an employee's work shall be published without such criticism being reviewed with the employee prior to publication if it is practical to do so.

The *Ottawa Citizen*'s collective agreement compels the publisher to endeavor to inform employees of criticism of their integrity or professional ethics in a letter. In the event the employee is informed, he or she has the right to respond to the criticism on the same page where it is published. It says:

- The Publisher shall endeavor to inform any employee whose personal integrity or professional ethics are attacked in a letter to the editor of the letter before it is published. The employee may request the right to respond to the letter on the page where it is published. Permission for this will not be unreasonably withheld.

Even stronger language is found in *The Chronicle-Herald* collective agreement in Halifax which addresses attacks on employees' personal integrity or professional ethics and requires full consultation with the employee involved. If the criticism is factually accurate, meaning the criticism is valid, then the employee has the right to respond on the same page. It says:

- The company shall inform and employee whose personal integrity or professional ethics are called into question in a "letter to the Editor" or "Opinion piece". These letters or opinions shall not be printed without full consultation with the employee involved. However, if the printed material in question is found to be accurate and factually correct, such letters to the Editor or the Opinion piece is printed the employee involved has the right to respond on the same page where it is published.

As with the correction policy, the strongest language in a collective agreement addressing letters which criticize employees is found in the collective agreement for *The Gazette* of Montreal. The first provision will not allow the publication of letters which are factually incorrect. Secondly, before they are published, critical letters must be brought to the attention of employees who have the right to respond. In addition, the Guild will be advised if the employee cannot be contacted. It reads:

- The Employer shall not publish letters of criticism of employees which are factually incorrect.
- All letters intended for publication which attack directly an employee or his/her work or which can challenge the facts present in an article shall be brought to the attention of the employee concerned before being published. The employee is entitled to request the right to respond to a letter of criticism. Permission for this shall not be unreasonably withheld.
- If the employee can not be contacted and it is considered urgent to publish the letter, the Employer shall first advise the Guild.

5.5. Sources

Only two of the 65 collective agreements in this study have provisions in them which take into account the well-being of the sources for reporters' stories. How to treat sources is always of great debate in newsrooms: leaks have become an almost inevitable fact of life for journalists who must always be aware that many leaks are strategic. A leak from a government source may have been meant to fly a trial balloon on a policy proposal or to advance an agenda. The risk in guaranteeing anonymity for such leaks is that the newspaper concerned could be criticized as being a party to advancing a particular agenda and, in so doing, as having compromised the journalistic ethic of

fairness and balance. Against that has to be weighed the consideration of not getting the story at all or a competitor getting the story at the same time, if not sooner, if anonymity cannot be promised. Still another consideration is whether identification of the source would cause him or her personal harm. Such a debate can open a question of occupational hypocrisy. If a journalist has some guarantee that his or her byline be taken off stories so his or her name is not associated with it, why could that same protection not be guaranteed to their sources? Certainly in the author's experience, having such a provision in a collective agreement would have protected a trusted source against a real threat of damage to his career.

The Toronto Star and the fleet of community newspapers in its Metroland Division are the only two organizations to address such ethical dilemmas with exactly the same wording in their collective agreements. It should be noted that while they accept that story sources can be protected in some instances, there is no language that says journalists should not balance that protection with critical reaction from other named sources. Their collective agreements say:

- Both parties agree that protection of the identity of news sources can be a matter of considerable importance and that every reasonable effort shall be made to protect the identity of a news source when a Reporter has accepted a story on the understanding of non-attribution where it can be shown that revelation of the identity of such news source would either place the individual concerned in serious jeopardy or where information of significant social importance would otherwise be withheld from the newspaper and there be made unavailable to its readers.

5.6. Advertising

Out of the 65 collective agreements studied, only nine addressed the issue of the ethic of a church/state separation – or "the Wall" – between news content and the commercial interest of newspaper profits from advertising. As could be expected, there is wide variation between the language in those contracts, some of which outright reject any role of newsroom involvement in advertising. A very few allow journalists to tip toe over "the Wall", while one contract allows its employees to plunge over headlong.

The Globe and Mail's collective agreement is the most specific regarding the separation of advertising from editorial. Writing and editing of ad copy would not be in editors' or reporters' job descriptions and they would not be paid for it. The contract reads:

- All copy paid for by advertisers shall be distinct from editorial copy, with no reference to *The Globe and Mail's* editors or reporters. The writing and editing of such copy shall not be considered part of the duties of an employee in the editorial department covered by this agreement and shall not be paid for as such.

The collective agreements of the *Red Deer Advocate* and *The LeaderPost* in Regina have much briefer statements about the separation between reporters and advertisers. In

particular they mention advertising features often referred to as advertorial. Advertorial content is indistinguishable from news features in its appearance, most often with a picture accompanying the copy. The difference is that advertisers pay newspapers to display their material in such a fashion and its content is controlled by the advertisers. Although the *Red Deer Advocate* and the *LeaderPost* collective agreements' language vary, the intent is the same. The *Red Deer Advocate's* contract says:

- No reporter shall be required to write copy related to advertising features. i.e. where the content of such feature would be in control of the source.

Briefer yet is in Halifax's *The Chronicle-Herald* collective agreement which stipulates that writers, photographers, copy editors or layout editors will not be involved with advertising. It says:

- No employee shall write, take photographs, or edit/layout advertising products.

Somewhat less forceful is the language of the Langley Times Co. Ltd., *Mission City Record* and the *Richmond Review* collective agreements in British Columbia that vary in their wording but address more or less the same issue. While silent on who provides the content, it requires that ad copy designed to look like editorial material will be identified as advertising material. The Langley Times Co. Ltd. contract says:

- Any advertising copy designed to resemble editorial copy will be clearly identified as advertising material.

The collective agreement at *The Expositor* in Brantford, meanwhile, allows editorial employees to cross "the Wall" and write and edit advertising material on a freelance basis as long as it is not part of their salaried newsroom work. The employees are also allowed to raise concerns about professional matters relating to advertising or promotional material with the editor, but clearly the church-state ethical separation between editorial and advertising has been violated.

- Employees will not be requested to write or edit copy paid for by advertisers as a part of their work. Any such work will be performed on a voluntary basis and paid for at freelance rates.
- The editor will consider and respond to concerns raised on behalf of editorial employees by Union representatives relating to professional matters, such as content related to advertising or of a promotional nature.

The Kamloops Daily News collective agreement takes the blending of editorial and advertising responsibilities a step further, building the marriage of editorial and advertising right into the contract. Editorial workers are allowed to work in the advertising department, even though they remain members of the Editorial department for purposes of collective bargaining. As such, advertorial works is a function of the editorial department. The contract says:

- Employees covered by the Editorial appendix who perform advertorial work in the Advertising department will continue to be members of the Editorial department for collective bargaining, and such advertorial work will remain a function of the Editorial Department.

5.7. Ethical practices

Some of the most interesting clauses in an admittedly sparse 12 of the 65 contracts examined guarantees the right of employees to bring concerns over unacceptable or unethical practices to the attention of their newspapers' leadership. Nothing in the contract's language actually defines what ethical practices are, which is good news, because it leaves the debate wide open as to what constitutes a breach of a newspaper's ethical practices.

The significance of such a clause should not be missed. In virtually all of the contract language addressed above, the aim of the wording is to protect the names and ethical reputations of reporters and photographers, allowing them to pull their bylines or photo credits, for example. It is the single most common tool the journalists have in their collective agreements. There is virtually nothing in those contracts, however, that speaks to the concerns of people such as copy editors, who feel their ethical standards may have been compromised. Such a clause would let those journalists speak out to their superiors on matters of professional ethics and journalistic integrity with varying degrees of impunity. For example, in seven small newspaper contracts in British Columbia (*The Surrey Leade*r, the *Langley Times*, the *Mission City Record*, the *Richmond Review* and *Hope Standard Publications*, *NOW Newspapers Ltd*., and South Fraser Publishing Ltd.) the wording of the clause is almost exactly the same with only minor variations:

- The right of an employee to express to his/her department manager concern over matters which he/she may feel to be a compromise of an acceptable or ethical practice is confirmed.

Four other newspapers which have similar clauses in their collective agreements are larger Ontario dailies: *The Spectator* in Hamilton, the *St. Catharines Standard*, the *Sun Times* in Owen Sound and *The Record* in Kitchener. All of them have the same basic wording as *The Spectator*'s contract which allows expressions or letters to their publishers or employers. It says:

- The right of an employee to express in writing a private letter to the Publisher any matter they believe may violate acceptable or ethical newspaper practice is hereby confirmed.

Of all of them, the strongest language can be found in Vancouver's the *Korea Times*' collective agreement that guarantees the employee's right to address ethical breaches to no less than the publisher without fear of discipline or reprisal. It says:

- Employees have the right to express to the Publisher and/or supervisor concern over matters that he/she may feel to be a compromise of an acceptable or ethical practice without fear of discipline or reprisal.

5.8. Falsehoods

For an occupation such as journalism that purports to embrace the pursuit of the truth as a professional ethic to the degree it does, it is somewhat surprising to discover that only two of the 65 collective agreements incorporate language that requires journalists not to prepare anything for publication that they know to be false. In many ways, such a clause mirrors the Oath of Hippocrates that physicians swear upon entering the practice of medicine that requires them to do no harm.

The collective agreements at the *Surrey Leader* and the *Langley Times* in British Columbia would empower reporters, editors and photographers alike against any publication activity that would require them to deviate from what they believe to be the truth, the cornerstone of ethical behavior. They read:

- An employee will not be required to write, process or prepare anything for publication in a way that distorts any facts or creates an impression that the employee knows to be false.

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[i] Flaherty, Gerald A. *Defamation Law in Canada*. (Ottawa: Canadian Bar Foundation, 1984) p. 61.