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Labour Management 'Trust Relations' as Reflected in Collective Agreement Clauses

John G. Fricke

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Résumé de l'article

Cet article vise à mettre au point un cadre de référence pour analyser le contenu des dispositions relatives aux comités syndicaux-patronaux dans les conventions collectives. Ce modèle présume que leur contenu traduit le type de relations de confiance existant entre les parties dans un milieu syndiqué. Il distingue ensuite trois formes de relations de confiance, soit *faible, moyenne* et *forte* selon la façon dont les clauses prévoient le partage de la prise de décision sur l'allocation des ressources humaines ainsi que la manière de régler les conflits d'intérêts qui peuvent en découler. On y arrive en évaluant les pouvoirs décisionnels de ces comités et en reliant la présence de telles clauses à des conflits de travail récurrents au cours d'une période de cinq ans.

Les résultats indiquent d'abord que la majorité des conventions collectives ne contiennent pas de clause prévoyant l'existence de tels comités. Donc, elles n'ont pu donner lieu à des conflits. Deuxièmement, celles où on en trouve et qui reflètent une relation de confiance forte (c'est-à-dire partage des décisions dans l'allocation des ressources humaines et pas de différend), sont très peu nombreuses et se retrouvent surtout dans le secteur des services. Ces constatations sembleraient confirmer le point de vue de certains chercheurs pour qui la présence ou l'absence de dispositions relatives à la participation est moins importante que la stratégie de gestion des ressources humaines. De plus, ceci confirme également les résultats d'une autre enquête selon laquelle ce ne sont pas uniquement les valeurs économiques et pragmatiques qui exercent une influence dans les relations professionnelles au sein des entreprises de services. Au contraire, la poursuite d'objectifs bien définis de la part des travailleurs et des employeurs est requise pour obtenir une bonne performance.

La présente étude renforce les constatations d'une recherche antérieure démontrant que les comités syndicaux-patronaux peuvent augmenter les risques de conflits entre les parties. À preuve, les conventions collectives comportant une clause relative à de tels comités exigent en moyenne un plus grand nombre d'heures de médiation et occasionnent un plus grand nombre de recours à l'arbitrage et à la commission des relations du travail que celles qui n'en contiennent pas.

Il n'a pas été possible de pousser plus loin l'étude sur le style de gestion utilisé par les parties dont les conventions collectives comportaient des clauses dites de coopération syndicale-patronale ni sur celles où il n'y en avait pas. Cet article constitue une amorce fort utile pour de prochaines investigations concernant ce genre d'innovation.

Par exemple, si nous recherchons «l'excellence» dans les relations du travail, il serait à la fois d'intérêt théorique et de valeur utilitaire pour les praticiens de déterminer dans quelle mesure les parties aux conventions collectives où l'on ne trouve pas de comité syndical-patronal et qui ne soulèvent aucun litige et, par ailleurs, celles où il existe des rapports de confiance réussissent à combiner leurs propres intérêts de façon à en arriver à une satisfaction réciproque. De là, il serait possible d'étudier les facteurs contribuant à une telle situation. Le résultat d'une telle enquête favoriserait aussi la mise au point d'un modèle de communication syndicale patronale éventuel et aiderait les services de médiation du gouvernement ainsi que les associations d'employeurs et les organisations syndicales à établir des formules préventives de règlement des différends.

Il vaut la peine de souligner les avantages de cette étude pour les services de médiation gouvernementaux. Au cours de la dernière décennie, on a conseillé la médiation préventive comme moyen plus ou moins efficace de diminuer les conflits et même de les éliminer complètement. Le rôle principal du médiateur préventif est d'aider une organisation, quelle qu'elle soit, à effectuer une évaluation systématique de la manière pour les employeurs de communiquer avec «la base» et des moyens dont ils disposent pour modifier leur conduite afin d'obtenir une meilleure collaboration à l'intérieur du régime de relations du travail. Par exemple, un médiateur chevronné peut devenir un consultant de première valeur en vue de jeter les bases d'un réseau de rapports positifs capable d'atténuer les frustrations antérieures et de réduire les tensions dans l'avenir. Une des tâches importantes du médiateur consisterait à faire enquête auprès des entreprises performantes en ce qui a trait au règlement des conflits et à la participation aux décisions en matière de gestion des ressources humaines, puis d'en transmettre les résultats au service de médiation et aux parties sérieusement intéressées à améliorer leurs relations. Rien ne convainc autant que le succès.

Labour Management 'Trust Relations' as Reflected in Collective Agreement Clauses

John G. Fricke

The author makes a critical evaluation of labour-management communication clauses in the total population of collective agreements filed with Alberta Labour as of May 31, 1987. This exercise has the aim of finding some indication of joint decision making and conflict handling in the wording and overall presentation of these clauses.

Joint labour-management committees are a well established institution in Canadian industrial relations. Throughout the twentieth century, and especially during wartime or when specific industries experienced a crisis, labour and management have frequently set up joint committees to address issues not readily resolved via traditional collective bargaining mechanisms. In Canada, these committees have taken various forms and surfaced under a number of labels, such as Quality-of-Working-Live (QWL), Quality Circles (QC's), team concept, work groups, joint committees, employee communication programs, gains-sharing programs, and participative management where supervisory personnel may act as facilitators, co-ordinators, leaders and coaches rather than managers (Leone and Eleey 1983:37; ECC 1987; Kumar 1987:6).

What can we learn from the operation of these committees? The key question here is: to what extent have these innovations assisted the parties in achieving a greater degree of mutual understanding of important issues? In

* FRICK, J.G., Sessional lecturer in sociology and industrial relations, University of Alberta, Edmonton.

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searching for a solution, several related questions come to mind. How many of these joint committees have been incorporated into collective agreements? What are their negotiated purpose, decision-making powers, frequency of meetings, the industries in which they are located, etc.? How many of the committees have been hosted by agreements that have been involved in recurrent labour-management disputes involving mediation, arbitration, labour relations board adjudication, or resulted in strikes or lockouts? How many of them were negotiated into relatively dispute-free agreements? How many agreements have remained dispute-free without a joint committee? Are such joint committees essential for maintaining satisfactory relations between the parties? Or is, as some commentators have argued (Lawler 1986), the presence or absence of any specific innovation far less important than the overall approach adopted by management within a given organization? These are, indeed, important and timely questions, if we wish to more closely examine some of the factors underlying the presently much strained labour-management relationship in Canada.

As Jain (1980:496) points out, the degree of influence employees can exert on management depends upon a number of factors. These are the level of trust and co-operation between labour and management; the areas in which employees have the right to participate in decision-making; the quality of employee representation: their education, training, motivation, and the levels of decision-making in the enterprise at which they are involved. Perhaps one way of approaching the subject is to assume that *'trust' (and hence good relations) between the parties is reflected in the ways decisions on resource allocation are shared and conflicts of interest arising from them managed.* Presently, the literature contains no systematic assessment of the experience nor does it, as Sexton, Leclerc and Audet (1985:38) make clear, contain any generally accepted frame of reference that is useful to analyze these innovations.

In view of these developments, the author decided to make a critical evaluation of labour-management communication clauses in the total population of collective agreements (1093 in all) filed with Alberta Labour as of May 31, 1987. This exercise had the aim of finding some indication of joint decision-making and conflict-handling in the wording and overall presentation of these clauses. We, therefore propose, first, to present a frame of reference for analyzing these joint committee provisions; second, to present the methodology and results; third, to offer a brief discussion of the results; and, fourth, to make some concluding remarks on the usefulness of such data and their possible future treatment by public service agencies.

FRAME OF REFERENCE

Conflicts of Interest

In the unionized sector, a better understanding of labour-management committee activities can be gained only within the particular collective bargaining context in which they occur and greatly depend on the brand of mutual trust relations the bargaining partners have come to enjoy. It must not be overlooked that employers, in an effort to meet the profit maximization goal, feel that they must exercise exclusive, unencumbered and unilateral control of the entire spectrum of administrative decision-making. In representing its members, the union is constantly attempting to penetrate more deeply this exclusive management domain. This is because collective bargaining has fostered a firm ideological commitment in union leaders to its capacity of generating truly participatory exchanges. They prefer collective control over decisions via collective bargaining where other initiatives have failed to do so effectively (King, Streufert and Fiedler 1978; Guest and Knight 1979).

The situation that presents itself is thus one of conflicting interests, which views management's method of operation as one dedicated to efficiency best achieved through complete flexibility in decision-making. Thus management views its right to hire, fire, assign, transfer, layoff, demote and discipline as a necessary condition to sound and efficient management. The union frequently sees these operations as manifestations of arbitrary, capricious and discriminatory acts. It thus attempts to stabilize the predictability of these management actions through contract clauses protecting what it perceives to be its rights. This view on stabilizing mutual actions may be shared by management in an effort to secure what it perceives to be its rights. The naturally conflicting goals — efficiency as opposed to predictability — set the stage for an area of conflict (cf Sinicropi 1988:3).

Joint Decision-Making

Fricke (1988:636) advocates a distinction between 'participation in problem-solving' and 'participation in resource based decision-making'. He suggests that this distinction should be stressed for two reasons: First, it helps us to set boundaries within which participation in distributive decision-making can take place. Second, it defines more succinctly those conditions that have conflict potential. Distributive decision-making

involves the choice of a course of action from among a set of feasible alternatives which, given present and possibly future conditions, appears to be most effective for management in achieving its strategic objectives. Moreover, such a choice from a range of alternatives involves a careful evaluation of how particular organizational resources ought to be distributed (wages and benefits, promotions, working conditions, special opportunities or privileges, etc.), and there is no "correct" solution. The decision rule set either unilaterally by management or jointly by both labour and management, then determines the allocation of such resources.

In problem-solving situations, a correct solution to the problem must be found. Usually the parties have identified the problem jointly, and agreed on a goal that represents the solution, although both parties may not share equally in the joint gains. As Walton and McKersie (1965:127) have noted, "a problem in its purest form would be an agenda item for which the parties would assign the same preference ordering to all possible outcomes and about which the two parties would be equally concerned." As well, problem-solving behaviour presupposes a 'deviation' from some expected norm. This involves the investigation of some defect, its present manifestation and potential causes as well as the means of correcting it. Moreover, problem-solving behaviour frequently results from a previously made decision, that is, the choice of an alternative which failed to accomplish the desired goal. Thus, setting the decision-rule in distributive decision-making may be regarded as the primary event and is *evaluative* in nature; whereas, problem-solving behaviour may be regarded as the secondary event and is largely *corrective* in nature.

Collective bargaining determines the nature and size of the resource that is to be distributed or committed to achieve the firm's objectives. By contrast, problem-solving identifies ways in which the resource committed can be better used to the firm's advantage. In this sense, conflict resolution represents some kind of decision situation where both parties must, prior to the search for alternative courses of action, remedy their goal incompatibility and establish common terms of reference. In a problem-solving situation, such common terms of reference have already been established, namely in finding the correct solution. For this reason, the problem-solving concept offers little opportunity (if any) for workers to enter the distributive decision cycle of the organization with resource-based inputs such as wage issues, conditions of employment or general organizational policy. Yet, as Kochan *et al.* (1977:25) have noted, the largely advisory nature of the labour-management committees is critical to obtaining management's acceptance of and commitment to the committee. For management, the advisory status of the committee has two advantages. First, the organization is not locked into a decision, and the committee is therefore less of a

threat to managerial prerogatives; second, the advisory information exchange it provides keeps the committee from becoming an extension of the collective bargaining process and thereby encourages problem-solving behaviour rather than bargaining strategies. While such problem-solving exercises are considered to be mutually beneficial, the degree of worker satisfaction, morale and self-esteem they purport to achieve is less clear (cf Fricke 1988).

Trust Relations

Genuine participation in decisions on resource allocation must permit the occurrence of conflicts of interest, if equity (and hence 'trust') between the parties is to prevail. We will assume that trust relations between two parties emerge from the recognition by each that what be gained by taking advantage of the other (or cheating) in a given instance is outweighed by a belief in the prospect of engaging in a long sequence of future agreements (see also Schelling 1963:134-135). This implies that conflicts can be 'functional' for both parties, as they may contribute to productivity, creativeness and organizational change. Contrast this with 'distrust' (or a low trust situation) where conflicts of interest are regarded as 'dysfunctional' and are frequently avoided. Here, conflicts are seen as a threat to certain values and goals and thus as indicators of a "losing situation". The mere existence of conflicting values and goals can, therefore, be regarded as functional or dysfunctional. Whether they are either will depend on how the parties regulate their conflicting interests (Dorow 1981:685). In this context, Gibb (1979:109ff) points out that conflicting interests can be regulated through cooperative learning, reciprocal openness, creating interdependence, experimentation, etc. Compare this to attempts at manoeuvering, gamesmanship, standard setting, correcting, etc.

On the strength of our argument, we will define the problem-solving mode of participation as one of conflict avoidance, and consequently one of 'low trust'. It has two variants: (a) Problem-solving is practised but disputes emerge requiring third-party intervention; this represents a 'low trust' situation with little or no accommodation of mutual interest. (b) Problem-solving is practised, but relations remain relatively dispute-free; this also refers to a 'low trust' situation, but one in which some accommodation of mutual interests may be at work, or the union feels that forcing an issue to a head is simply not worthwhile or too costly. Both variants represent, however, a situation where management and workers have a history of providing each other with minimal information and misleading each other as

far as possible. As management attempts to avoid conflict, the union adopts a conflict model to counter management's strategy (Fox 1974; Crouch 1982:113)

Conversely, we will define the resource based decision-making mode of participation as one of conflict allowance, and hence one of 'trust'. It likewise has two variants: (a) Resource-based decision-making is practised on a selected number of issues or all issues, including those contained in the collective agreement. However, disputes emerge requiring third-party intervention. As conflicts of interest are allowed to manifest, the democratic underpinnings to the relationship have been provided. This situation can be defined as one of 'moderate trust'. Here, the parties have achieved some shared understandings by acknowledging the functional attributes of conflict but are testing the relationship concerning the degree to which it will permit the preservation of their self-interests. (b) Resource-based decision-making is practised as in (a), but the parties' relations have remained dispute-free over a given time period. This situation represents a 'high trust' relationship. In this case, the primary goal of the parties is the accomplishment of *mutual* interests.

With respect to trust relations in general, Fox (1974:67) notes that the essential character of all trust relations is their reciprocal nature, *e.g.*, trust tends to evoke trust, distrust to evoke distrust, unless, as Zand (1972:238) claims "there is marked or prolonged disconfirming behaviour". Hence, all trust relations represent a syndrome that tends to become institutionalized over a period of time, but may change its character when new persons enter institutionalized relationships. As well, Pruitt (1981:92) notes that this type of trust does not refer to a perception of the other party's character or enduring attitudes toward oneself but only of the other's orientation in the current situation.

METHODOLOGY AND RESULTS

Methodology

The total population of collective agreements (1,093 in all) filed with Alberta Labour as of May 31, 1987 was selected for this study. Out of this population, 428 (39%) of the agreements contained provisions for joint labour-management committees or meetings, while the remainder of 665 agreements (61%) contained no such provisions. Moreover, 395 (36.2%) of these agreements were involved in some form of dispute as opposed to 698

(63.8%) of them, which had remained dispute-free over a period of five years. The 'dispute agreements' required one or more incidents of third-party intervention via provincial government mediation, grievance or interest arbitration or labour relations board 'unfair labour' practice adjudication (or a combination of these) over a period of five years, with a small number of these agreements involving a strike or lockout situation. The construction industry was excluded from analysis owing to many unique factors, such as the more specific nature of the work and employment relationship in that industry, its seasonal character and the concomitant instability of existing joint committees. In the analysis of the various clauses contained in the agreement, grievance committees and occupational health and safety committees were likewise exluded from consideration owing to their more particular purpose. The overall frequency of provisions encountered in various industries is given in Table 1, while the general nature of the agreement population is shown in Figure 1. Details of the various committee clauses are available from the author on request.

Table 1

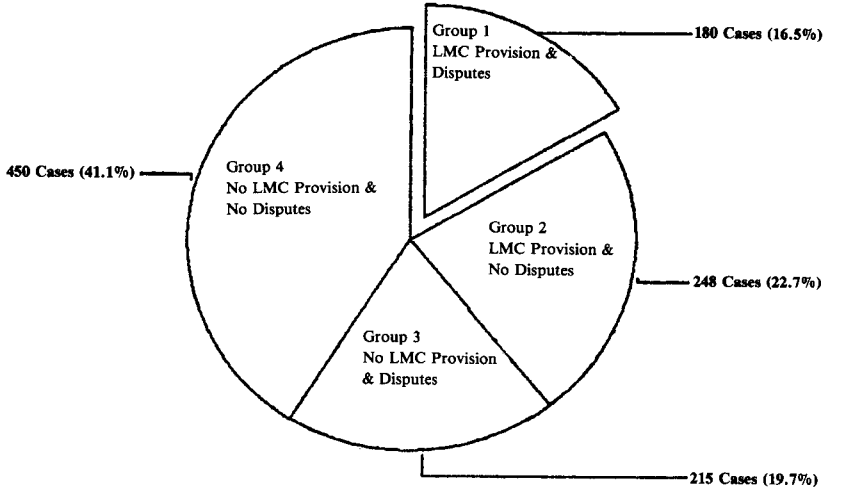
Overall Distribution of 502 Provisions for Joint Committees Contained in 428 Collective Agreements Filed with Alberta Labour as of May 31, 1987

(By Type of Committee and Industry)

Type of Committee	*Mining*	*Mfg.*	*Transpt. & Util.*	*Trade*	*Services*	*Public Admin.*	*Total*	*%*
General Purpose	22	68	24	37	122	26	299	59.5
Technological Change	1	29	1	1	12	—	44	8.7
Sub-Contracting	1	3	—	—	9	—	13	2.6
QWL & Plant Efficiency	—	2	—	2	15	1	20	4.0
Apprenticeship	1	13	1	—	1	—	16	3.2
Education & Training	2	9	—	—	9	1	21	4.2
Alcoholism & Drugs	1	—	—	—	1	1	3	0.6
Job Review	1	12	—	—	20	6	39	7.8
Health & Welfare	—	4	—	—	5	2	11	2.2
Promotions & Seniority	—	1	—	1	—	1	3	0.6
Related Areas	—	8	1	2	18	4	33	6.6
Total:	29	149	27	43	212	42	502	100.0
Overall Percentage:	5.8	29.7	5.4	8.6	42.1	8.4	100.0	—

Figure 1

Labour-Management Communication Provisions and Dispute Involvement in 1,093 Collective Agreements Filed with Alberta Labour as of May 31, 1987



In order to examine the nature of committee interaction specified in the provisions, a coding procedure was developed, which permitted categorizing the various joint committees or meetings as 'general purpose' or 'specific purpose' arrangements. A 'general purpose' committee can discuss any item (or issue) of mutual interest to the parties, including those contained in the collective agreement where this is desired. A 'specific purpose' committee addresses more particular issues, such as technological change, promotion, seniority, training, QWL, job review, etc. Some agreements provided for a whole combination of these committees or meetings, so that the overall sample of committee provisions was greater than that of collective agreements (428 agreements *vis-à-vis* 502 provisions). Next, a rating of a committee's decision-making powers was established by designating it as *advisory* (or problem-solving) or *executive* (making mutually binding decisions on resource allocations), depending on the more precise content of the provision. Hence, there were advisory and executive 'general purpose' as well as advisory and executive 'specific purpose' committees, or a combination of advisory and executive committees in the very same agreement. Finally, the frequency of meetings was recorded in terms of whether the

committees met monthly, every two months, quarterly or less often than quarterly, or whether a meeting schedule was omitted in a particular provision. Unfortunately, 118 of the clauses did not specify a decision format (*advisory* or *executive*), which left a total of 384 clauses for subsequent analysis.

Results

Following the analytic framework developed earlier, the population of 384 collective agreement clauses providing for joint committee or meetings were separated into those representing: 'low trust' (133 and 177 provisions for Groups 1 and 2); 'moderate trust' (31 provisions); and 'high trust' (43 provisions). This had the aim of determining their purpose, decision-making powers, frequency of meetings, and the industries in which they were located. Tables A, B, C, and D at the end of the article show the crosstabulation results of the 384 remaining clauses by type of committee and industry.

When comparing these tables, the percentage of 'general purpose' committees is of particular interest. Thus we find that the largest number of committees in the 'low trust' provisions were of the 'general purpose' kind and *advisory* in nature. By contrast, the number of 'general purpose' committees drops to 35.5% for the 'moderate trust' and to only 25.6% for the 'high trust' provisions, with these two groups of provisions having *executive* powers. This appears to indicate that, as the decision-making powers of the committees increase, the need for problem-solving and strictly *advisory* arrangements to achieve this decreases. As well, it seems that an *executive* type of committee operating in the resource-based decision-making mode is probably more concerned about specific issues that need attention. This is shown by the greater number of 'specific purpose' committees provided for in the 'moderate trust' and 'high trust' provisions. Note further the change in host industries: 'low trust' 'general purpose' committees are reasonably well distributed over sectors, such as manufacturing, transportation and utilities, trade and services, etc. However, the 'high trust' 'general purpose' committees appear to be hosted largely by the services sector. This confirms Keenoy's (1981:426) findings that the employment relationship in service organizations is not solely influenced by instrumental-economic values. This means that active commitment to stated goals by both employer and workers is a requisite for effective performance.

'Special purpose' committees seem to be favoured in the manufacturing and services sectors at all levels of trust, although this kind of committee

drops from view altogether in the mining and transportation sectors in the 'high trust' provisions (see Table D). The results also showed that, at all trust levels, most 'general purpose' committees meet either monthly or quarterly, with these meeting schedules being preferred exclusively by the 'high trust' group of provisions. Great variation in meeting schedules was, however, found in the 'special purpose' committee provisions where the majority of clauses did not specify a meeting schedule at all. Such variation in committee interaction is not unusual and has been confirmed by other studies (cf Kochan *et al.* 1977:37; Darby 1986:47).

DISCUSSION AND CONCLUDING REMARKS

Discussion

Perhaps this research raises more questions than it is able to answer. For one thing, little is known about the extent to which the collective agreement provisions analysed are "dormant", *e.g.* exist merely on paper, are used partially, or are made use of on an ongoing basis. Knowledge about these factors would be welcome information in relation to the incidence of third-party interventions in which the agreements hosting the provisions have been involved. After all, negotiated communication provisions represent only an intent of the parties to communicate but give no indication of the extent to which the parties have actually practised such communication and the overall tenor of their interactions.

Clearly, the data gathered from the collective agreements would have been enhanced by a questionnaire or interview survey of the parties, as this would have provided an empirical base for the present status of committee operation. However, this was not possible within the bounds of confidentiality granted the author by Alberta Labour. This analysis may nevertheless provide a useful frame of reference for future investigations of this kind of innovation.

What is the situation with agreements that have no negotiated provisions for labour-management committees or meetings? Some of the questions the "no-provision" agreements raise are the following: Does the very fact that some parties negotiate participation clauses into their agreement indicate that they wish to have greater predictability in managing their relations as a result of previous difficulties? Do these parties enjoy formal terms of reference for committees or meetings but stopped short of negotiating these into the agreement? If so, why? How are grievances resolved within the organization? An answer to these questions becomes the more important, in that the majority of collective agreements (665 or 61% of the entire

agreement population) has no committee or meeting provisions as shown in Figure 1 (see Groups 3 and 4). We can raise even more questions about Agreement Group 4 in Figure 1, comprising 450 agreements (or 41.1% of the agreement population), which shows that these agreements had neither a provision nor any dispute involvement. Is it that some participatory program(s), such as socio-technical systems (STS), innovative reward systems (paying for skill and performance, etc.), or other quality-of-working life arrangements already create improved predictability of the parties' relations, and thus make a formal provision in the agreement unnecessary? Are we facing a situation where the employer's style of human resource management obviates any special cooperative arrangement, as the parties' relationship is regulated largely in "handshake" fashion? It is possible that the parties to these "model" agreements had developed some measure of trust, as they had no dispute requiring third-party intervention marring their relations over a five year period. This would lend substance to the claim of other investigators (cf Lawler 1986) that the presence or absence of a participatory arrangement is less important than the overall management strategy practised toward labour. It would therefore be theoretically useful and of immediate interest to labour relations practitioners to determine the extent to which the parties to these agreements mediated their interests to mutual satisfaction and the factors responsible for it (see also Long 1989:822). Was it accomplished in the problem-solving or resource-based decision-making mode of participation? Remember that, by our definition, problem-solving signifies a low trust and conflict avoidance relationship; whereas, participation in resource-based decisions marks a trust and conflict allowance situation. Knowing this would tell us more about the dynamics of trust relations (especially 'high trust') in the parties' daily interaction with each other, e.g., the organizational climate in which high trust relations are nurtured and can develop effectively.

Interestingly, Mulder (1971) found long ago that increased employee participation via labour-management committees may also increase conflict between the parties to an agreement. For example, greater opportunity to participate seems to open up new areas of concern, which, for some reason, workers found previously difficult to articulate. This finding was confirmed by the present research in that, with some exceptions, agreements with a labour-management committee provision required on the average a greater number of government mediation hours, cases going to arbitration and to Labour Relations Board adjudication than did agreements having no such provision[1].

1 For the purpose of this paper, details on these findings are not available, as they represent confidential information provided to the author by Alberta Labour, Edmonton.

If thus we are truly "in search of excellence" in organizational behaviour, it is time that we paid as much attention to the top performers, e.g., agreements without negotiated committee clauses and disputes. This also applies very much to the increasingly tenuous area of industrial relations. Ultimately, the general tenor of the parties' relations seems to be guided by the "psychological contract" and the resulting trust relations labour and management have come to accept. For Fox (1974), the written contract, based on economic exchange, tends toward the maximum definition of what is expected of the employee; whereas, social exchange relations entail relationships of high trust, based on less specified obligations which are more diffuse in their enactment. This means that the employee is prepared to contribute more to the employment bargain (Starkey 1989:378). At the centre of Fox's (1974) formulation is Schein's (1980) concept of the "psychological contract". One key element of this contract is the organization's expectation that a new member will accept the authority system of that organization (Schein 1980:24; Cole 1981:19). The nature of the contract is revealed to the participants through the way work is structured in the organization, the methods of control, and the kinds of authority and reward system used (Hills 1975:46-55). In turn, employees expect the organization to recognize their contribution in various ways (Dalton, Thompson and Price 1977:19-42). Ultimately, it is "consent to the total system which permits subordinates to tolerate and take orders even from an occasional bad boss" (Schein 1980:25).

Concluding Remarks

Hills (1975) makes the point that Fox's (1974) and Schein's (1980) formulations are important for the study of industrial relations. Let us assume that many labour-management problems in the organized as well as unorganized sectors emanate from incompatibilities between employee expectations and management precepts as to what strategies should be used for goal accomplishment. What implications would this kind of formulation have for a government agency in the business to mediate labour disputes? It might, indeed, be useful for the organization to discover the disparities between intended and actual perceptions of management strategy by enlisting the help of a competent consultant or mediator. The major role of the consultant or mediator here is to assist the organization in carrying out some sort of systematic assessment of how management strategies are communicated to the "bottom" lines, and how the strategies themselves can be modified to ensure greater labour-management satisfaction with the system. For example, a government mediator trained in such organization

development efforts can be a key consultant to both parties in laying the foundation for a network of relations that will engender only a modicum of previously experienced frustrations and tensions about the future.

In our "search for excellence" in industrial relations, it would also be extremely useful, if government would undertake to study the communication strategies of parties to agreements that have for a given period of time never been involved in a dispute requiring third-party intervention and perhaps never used formal labour-management committees or meetings or similar innovations to settle their differences (see Agreement Group 4 — Figure 1). This would go a long way in developing a contingency model of labour-management communication. Whether government mediators should have the training to fulfil such functions is a choice government mediation agencies will have to make. This will depend on, first, the extent of mediation a government agency is prepared to undertake under its guiding operational philosophy, and second, on the kinds of personal attributes and educational experience, which mediators presently on staff of the agency possess. Otherwise, government can establish an agency separate from conventional mediation to do this kind of developmental work. This would leave the "enforcing" function up to the mediation people and the developmental work to be carried out by this special agency. The latter arrangement might even be a better solution for achieving results. One of the tasks of this special agency would be to survey top performers in terms of their dispute involvement and the mode of labour participation they permit, *e.g.*, problem-solving or resource-based decision-making (following our model of trust relations), and to make the results available to the mediation staff and parties seriously interested in improving their relations. Nothing convinces so much as success.

Table A

Low Trust (1) Group
Overall Distribution of 384 Provisions for Joint Committees/Meetings Contained in 428 Collective Agreements Filed with Alberta Labour as of May 31, 1987

(By Type of Committee and Industry)

Type of Committee	*Mining*	*Mfg.*	*Transpt. & Util.*	*Trade*	*Services*	*Public Admin.*	*Total*	*%*
General Purpose	8	21	12	10	24	11	86	64.4
Technological Change	1	9	—	—	1	—	11	8.3
Sub-Contracting	1	—	—	—	2	—	3	2.3
QWL & Plant Efficiency	—	1	—	—	4	—	5	3.8
Apprenticeship	1	3	—	—	—	—	4	3.0
Education & Training	—	1	—	—	—	1	2	1.5
Alcoholism & Drugs	1	—	—	—	—	1	2	1.5
Job Review	—	2	—	—	2	1	5	3.8
Health & Welfare	—	3	—	—	1	1	5	3.8
Promotions & Seniority	—	1	—	—	—	—	1	0.8
Related Areas	—	4	—	—	4	1	9	6.8
Total:	12	45	12	10	38	16	133	100.0
%	9.0	33.8	9.0	7.5	28.6	12.0	100.0	—

Table B

Low Trust (2) Group
Overall Distribution of 384 Provisions for Joint Committees/Meetings Contained in 428 Collective Agreements Filed with Alberta Labour as of May 31, 1987

(By Type of Committee and Industry)

Type of Committee	*Mining*	*Mfg.*	*Transpt. & Util.*	*Trade*	*Services*	*Public Admin.*	*Total*	*%*
General Purpose	11	41	9	14	40	4	119	67.1
Technological Change	—	8	—	1	4	—	13	7.3
Sub-Contracting	—	2	—	—	6	—	8	4.5
QWL & Plant Efficiency	—	1	—	—	7	1	9	5.1
Apprenticeship	—	4	—	—	—	—	4	2.3
Education & Training	—	2	—	—	3	—	5	2.8
Alcoholism & Drugs	—	—	—	—	1	—	1	0.6
Job Review	—	4	—	—	2	1	7	4.0
Health & Welfare	—	—	—	—	3	1	4	2.3
Promotions & Seniority	—	—	—	1	—	—	1	0.6
Related Areas	—	1	—	—	3	2	6	3.4
Total:	11	63	9	16	69	9	177	100.0
%	6.2	35.6	5.1	9.0	39.0	5.1	100.0	—

Table C

Moderate Trust Group
Overall Distribution of 384 Provisions for Joint Committees/Meetings Contained in 428 Collective Agreements Filed with Alberta Labour as of May 31, 1987

(By Type of Committee and Industry)

Type of Committee	*Mining*	*Mfg.*	*Transpt. & Util.*	*Trade*	*Services*	*Public Admin.*	*Total*	*%*
General Purpose	1	—	2	2	4	2	11	35.5
Technological Change	—	2	—	—	—	—	2	6.5
Sub-Contracting	—	1	—	—	—	—	1	3.2
QWL & Plant Efficiency	—	—	—	—	1	—	1	3.2
Apprenticeship	—	—	—	—	—	—	—	—
Education & Training	2	1	—	—	1	—	4	12.9
Alcoholism & Drugs	—	—	—	—	—	—	—	—
Job Review	1	3	—	—	1	2	7	22.6
Health & Welfare	—	—	—	—	—	—	—	—
Promotions & Seniority	—	—	—	—	—	1	1	3.2
Related Areas	—	1	1	—	1	1	4	12.9
Total:	4	8	3	2	8	6	31	100.0
%	12.9	25.8	9.7	6.5	25.8	19.4	100.0	—

Table D

High Trust Group
Overall Distribution of 384 Provisions for Joint Committees/Meetings Contained in 428 Collective Agreements Filed with Alberta Labour as of May 31, 1987

(By Type of Committee and Industry)

Type of Committee	*Mining*	*Mfg.*	*Transpt. & Util.*	*Trade*	*Services*	*Public Admin.*	*Total*	*%*
General Purpose	—	2	—	2	6	1	11	25.5
Technological Change	—	2	—	—	1	—	3	7.0
Sub-Contracting	—	—	—	—	1	—	1	2.3
QWL & Plant Efficiency	—	—	—	—	3	—	3	7.0
Apprenticeship		4	—	—	—	—	4	9.3
Education & Training	—	3	—	—	4	—	7	16.3
Alcoholism & Drugs	—	—	—	—	—	—	—	—
Job Review	—	2	—	—	6	—	8	18.6
Health & Welfare	—	1	—	—	1	—	2	4.7
Promotions & Seniority	—	—	—	—	—	—	—	—
Related Areas	—	2	—	—	2	—	4	9.3
Total:	—	16	—	2	24	1	43	100.0
%	—	37.2	—	4.7	55.8	2.3	100.0	—

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Relations de confiance dans les relations du travail et la convention collective

Cet article vise à mettre au point un cadre de référence pour analyser le contenu des dispositions relatives aux comités syndicaux-patronaux dans les conventions collectives. Ce modèle présume que leur contenu traduit le type de relations de confiance existant entre les parties dans un milieu syndiqué. Il distingue ensuite trois formes de relations de confiance, soit *faible, moyenne* et *forte* selon la façon dont les clauses prévoient le partage de la prise de décision sur l'allocation des ressources humaines ainsi que la manière de régler les conflits d'intérêts qui peuvent en découler. On y arrive en évaluant les pouvoirs décisionnels de ces comités et en reliant la présence de telles clauses à des conflits de travail récurrents au cours d'une période de cinq ans.

Les résultats indiquent d'abord que la majorité des conventions collectives ne contiennent pas de clause prévoyant l'existence de tels comités. Donc, elles n'ont pu donner lieu à des conflits. Deuxièmement, celles où on en trouve et qui reflètent une relation de confiance forte (c'est-à-dire partage des décisions dans l'allocation des

ressources humaines et pas de différend), sont très peu nombreuses et se retrouvent surtout dans le secteur des services. Ces constatations sembleraient confirmer le point de vue de certains chercheurs pour qui la présence ou l'absence de dispositions relatives à la participation est moins importante que la stratégie de gestion des ressources humaines. De plus, ceci confirme également les résultats d'une autre enquête selon laquelle ce ne sont pas uniquement les valeurs économiques et pragmatiques qui exercent une influence dans les relations professionnelles au sein des entreprises de services. Au contraire, la poursuite d'objectifs bien définis de la part des travailleurs et des employeurs est requise pour obtenir une bonne performance. La présente étude renforce les constatations d'une recherche antérieure démontrant que les comités syndicaux-patronaux peuvent augmenter les risques de conflits entre les parties. À preuve, les conventions collectives comportant une clause relative à de tels comités exigent en moyenne un plus grand nombre d'heures de médiation et occasionnent un plus grand nombre de recours à l'arbitrage et à la commission des relations du travail que celles qui n'en contiennent pas.

Il n'a pas été possible de pousser plus loin l'étude sur le style de gestion utilisé par les parties dont les conventions collectives comportaient des clauses dites de coopération syndicale-patronale ni sur celles où il n'y en avait pas. Cet article constitue une amorce fort utile pour de prochaines investigations concernant ce genre d'innovation. Par exemple, si nous recherchons «l'excellence» dans les relations du travail, il serait à la fois d'intérêt théorique et de valeur utilitaire pour les praticiens de déterminer dans quelle mesure les parties aux conventions collectives où l'on ne trouve pas de comité syndical-patronal et qui ne soulèvent aucun litige et, par ailleurs, celles où il existe des rapports de confiance réusissent à combiner leurs propres intérêts de façon à en arriver à une satisfaction réciproque. De là, il serait possible d'étudier les facteurs contribuant à une telle situation. Le résultat d'une telle enquête favoriserait aussi la mise au point d'un modèle de communication syndicale-patronale éventuel et aiderait les services de médiation du gouvernement ainsi que les associations d'employeurs et les organisations syndicales à établir des formules préventives de règlement des différends.

Il vaut la peine de souligner les avantages de cette étude pour les services de médiation gouvernementaux. Au cours de la dernière décennie, on a conseillé la médiation préventive comme moyen plus ou moins efficace de diminuer les conflits et même de les éliminer complètement. Le rôle principal du médiateur préventif est d'aider une organisation, quelle qu'elle soit, à effectuer une évaluation systématique de la manière pour les employeurs de communiquer avec «la base» et des moyens dont ils disposent pour modifier leur conduite afin d'obtenir une meilleure collaboration à l'intérieur du régime de relations du travail. Par exemple, un médiateur chevronné peut devenir un consultant de première valeur en vue de jeter les bases d'un réseau de rapports positifs capable d'atténuer les frustrations antérieures et de réduire les tensions dans l'avenir. Une des tâches importantes du médiateur consisterait à faire enquête auprès des entreprises performantes en ce qui a trait au règlement des conflits et à la participation aux décisions en matière de gestion des ressources humaines, puis d'en transmettre les résultats au service de médiation et aux parties sérieusement intéressées à améliorer leurs relations. Rien ne convainc autant que le succès.