

## Close to the Bone

In 2003, *The Seattle Times* hired a contract writer, Bill Richards, to report on its ongoing dispute over the joint operating agreement with its rival paper, *The Seattle Post-Intelligencer*. The JOA allows the family owned *Times* and the Hearst-owned *P-I* to share advertising, marketing, production, and distribution while maintaining separate newsrooms. In 2000, the *Times* told the *P-I* that due to three consecutive years of losses it would seek to terminate the JOA. Hearst sued to block the move, challenging the losses and contending that without the JOA the *P-I* could not continue to publish. Richards, a former *Wall Street Journal* reporter, wrote forty articles about the dispute. The *Times* nominated Richards' coverage for a Pulitzer Prize in 2004. At the end of 2005, as the two papers headed into arbitration, Richards was notified that his three-year contract would not be renewed. Instead, the *Times* assigned the job to a staff reporter. Richards spoke to CJR's Rachel Templeton in May.

*Both papers have been accused of running the other out of business.*

*What's going on?*

Hearst's history in other cities has been to get rid of the opposition. If it won, Hearst would probably close the *P-I*

because it's the weakest paper, and run the *Times*. The *Times* has made no secret of their desire to get rid of their opposition. The interesting thing here is that during the three years that this has been going on, the newspaper business has changed significantly. The online presence is emerging as the newspaper of the future. Under the JOA, if Hearst lost and shut down the *P-I*, it could continue to publish the *P-I* online. So you could conceivably have at the end of this arbitration two news sources, but not two newspapers.

*Who edited you?*

The *Times* established a kind of wall above the managing editor where the senior editors and company officials did not see my copy. The deal was the managing editor would edit the copy, but not make substantive changes without discussing it with me. If we disagreed we would talk about that and work it out. If we couldn't work it out, we had a provision where we could go to the Poynter Institute and Jim Naughton, who was at the time the head of Poynter, would be an arbitrator.

*Any conflicts?*

Oh, yeah. I spent a fair amount of time going through the court data and analyzing what the *Times* was doing. The

dispute opened up a window into the *Times* and I'm not sure that they really liked someone poking through their laundry basket. Some of the things I found contradicted some of the things they were saying. So they were in the awkward position of basically running stories that may have contradicted their own positions. But to their credit there was no story that I wanted to do, or did, that they did not run.

*Why wasn't your contract renewed?*

I think that [managing editor] David Boardman felt I wanted to push into places they weren't interested in having me go. They are now going into a union negotiation and this certainly would have overlapped with the JOA stories. I don't think they wanted me poking around in that particular pile. But they never did really say why they didn't renew it.

*Editors' Note: David Boardman says that Richard's contract was not renewed because it had served its purpose, namely to establish "a sense with the public that we were not afraid to cover ourselves aggressively."*