Bargaining for Equality

OTHER BOOKLETS IN THIS SERIES
Your Job at Convention
Sexual Harassment at Work

Bargaining for Equality was researched and written by Susan Attenborough.

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Preface

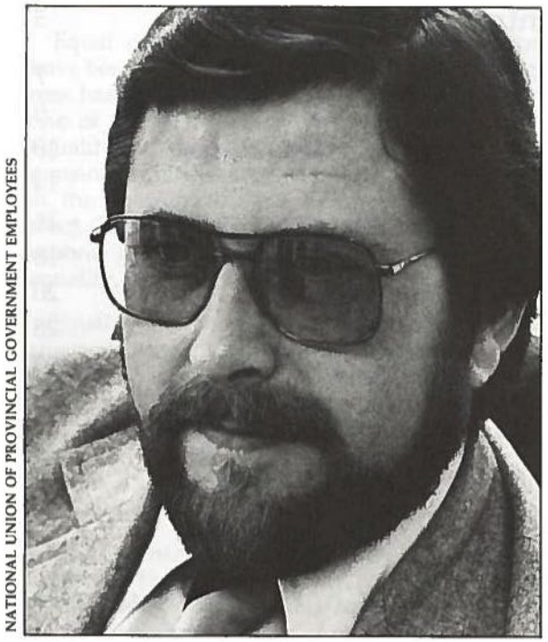
This booklet is designed to present a union perspective on achieving equality at work. As is evident from the clauses quoted, unions have negotiated some progressive steps towards equality in recent years. However, there is still a long way to go.

We hope this booklet will assist unions in the fight for equality by promoting discussion and action. The challenge before us is awesome but we believe that working together, unions and their members will achieve full equality at work.

In solidarity,

John L. Fryer.

John L. Fryer,
President,
National Union of Provincial Government Employees.



NATIONAL UNION OF PROVINCIAL GOVERNMENT EMPLOYEES

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Introduction

The increased participation of women in the paid labour force is a fact of life. Unfortunately, equality for those women is not.

Many would have us believe that women's status in the labour force has improved dramatically. Significant progress has been made in some areas, but statistics show there is still a long way to go.

- Despite the increased participation by women in the labour force, most women (66%) continue to be concentrated in three occupations: clerical, sales and service.
- Women in the federal public service make up only 3% of the executive positions.
- Women earn, on the average, about 58% of what men earn. Since 1961, there has been no improvement in the wage gap — in fact, the gap is widening.

The breakthroughs we hear about — a woman on a bank's board of directors, a woman judge, a woman MP — are only tokens of progress. The vast majority of women workers are still stuck in dead-end, low-paying jobs. They face unequal opportunities for promotion and training, inadequate child care and sexual harassment on the job.

This booklet is the third in a series produced by NUPGE. It is designed as a handbook for those involved or interested in negotiating equality at the workplace.

The clauses used in this booklet are designed to give examples of what has been achieved so far. Example clauses should be adapted to suit the interests and needs of the membership involved. The clauses quoted often appear in several different agreements covered by one union. They are therefore, selected as representative of what has been achieved.

Equal opportunities policies and legislation have been around for almost ten years, yet progress has been minimal. Collective bargaining is one of the best tools workers have to achieve equality at work. As with health care and pensions, unions must win equality for workers at the bargaining table before legislators will react. It is clear that as with other social issues, unions are at the forefront of the fight for equality.

Equality issues do not just affect women, they affect all workers. Progress on equality issues will mean some very real and progressive changes in the way we work and live. For example, equal wages for women can mean the elimination of the pool of cheap labour that employers have long used to divide workers and weaken our bargaining power.

Paid parental leave and adequate child care are necessary for parents to fully participate in the labour force. Child bearing/rearing has an important economic impact. Any reduction in the birth rate affects many industries. It means a decreased demand for construction, food and clothing, appliances, manufactured goods, teachers. It also means a smaller tax base, which will eventually have to support an aging population. Providing paid parental leave and adequate child care will help ensure this important economic role continues.

Achieving equality will have a positive impact on all workers. That is why it can benefit all of us to participate in the fight for equality.

I Contract Clauses

B.C. GOVERNMENT EMPLOYEES' UNION

Unions can negotiate for the right of their members to wear the union insignia at work.

1 Union Recognition and Rights

Women make up 27% of all union members in Canada, yet they are usually under-represented at conventions, union meetings and on union executives.

There may be numerous reasons for this, but a major one is women's dual role. Women still have primary responsibility for homemaking and child care. Many women who work in the labour force go home to face another full-time job of being a wife and mother. The result is that women who work this "double day" often have little time or energy to participate in other activities — including union activities.

Clauses can be written into the agreement to recognize the special role of women, and make it easier for them to participate in their unions.

Another option would be to have the employer agree to allow local union meetings at the workplace during the lunch hour, once a month.

Many unions are trying to facilitate the participation of parents in union activities, by offering to reimburse child care expenses or, for major events like conventions, actually supplying on-site child care.

B.C. GOVERNMENT EMPLOYEES' UNION AND DOUGLAS COLLEGE

ARTICLE 3.11
LOCAL UNION MEETINGS

The Employer agrees to allow employees to leave work two hours prior to 4:30 p.m. once each calendar quarter for the purpose of Union meetings without loss of pay. The Employer further agrees to allow afternoon shift workers to leave work for two hours near the beginning of their shift, once each calendar quarter, for the purpose of Union meetings. The Union agrees to notify the Employer of the dates of such meetings at least two weeks prior to the meeting and further agrees to consult with the Employer on appropriate dates of such meetings at least two weeks prior to the meeting, and further agrees to consult with the Employer on appropriate dates to setting them [sic].

2 No-Discrimination Clause

Every contract should contain a no-discrimination clause. Such a clause can act as a disincentive to employers prone to discriminatory behaviour. It can be used to reinforce existing human rights legislation or provide increased protection. The clause allows violations of human rights to be pursued through the regular grievance/arbitration process, instead of through the human rights commission which can be costly and time-consuming.

A no-discrimination clause should include a no-sex discrimination provision. This could allow unions to grieve things like sexual harassment, unequal pay, etc. It is not a replacement for a clause which specifically prohibits these actions because it is open to an arbitrator's subjectivity. However, it is an option worth testing, if only to raise the issue.

One approach in negotiating no-discrimination clauses is to include specific reference to the legislation. This allows violations to be processed through the grievance procedure which is often cheaper and faster than the legal process.

Workers are more familiar with the grievance procedure and usually more comfortable talking to their steward than to an outside investigator. Also, grievances can be used to publicize issues and inform other workers of their rights. Use of the grievance process does not preclude the use of the legal route if the outcome is unsatisfactory. Despite these advantages, this approach is limited in that it does not go beyond the rights outlined in the legislation.

B.C. GOVERNMENT EMPLOYEES' UNION, MASTER AGREEMENT

ARTICLE 1.07 HUMAN RIGHTS CODE

The parties hereto subscribe to the principles of the Human Rights Code of British Columbia.

Another approach is to list the prohibited grounds for discrimination in the contract. Following are two examples.

PRINCE EDWARD ISLAND PUBLIC SERVICE ASSOCIATION, GENERAL SERVICE AGREEMENT

ARTICLE 5 EMPLOYEE RIGHTS

.01 There shall be no discrimination practised with respect to any employee on the grounds of race, creed, color, sex, marital status, ethnic or national origin, age, physical disability, membership, lack of membership, activity or lack of activity in the Association.

.02 No employee shall be required to make a written or verbal agreement which may conflict with the terms of this Agreement.

ONTARIO PUBLIC SERVICE EMPLOYEES' UNION AND LEGAL SERVICES SOCIETY (OTTAWA-CARLETON)

ARTICLE 3 NO DISCRIMINATION

.01 The employer and the union agree that there will be no intimidation, discrimination, interference, restraint or coercion, exercised or practiced by either of them or by any of their representatives or members because of any employee's membership or non-membership in the union or because of their activity or lack of activity in the union.

.02 The employer and the union agree that there shall be no discrimination against any employee because of their race, creed, colour, sex, age, sexual orientation, marital status, including common-law relationships, nationality, ancestry, place of origin, or political affiliation or whether he/she has children or physical hardships.

CANADIAN LABOUR CONGRESS — *CANADIAN LABOUR*

No-discrimination clauses can ensure the employer does not discriminate in hiring and promotion procedures.

Another aspect of prohibiting discrimination is in the actual contract language. Many unions have begun to include clauses such as the examples below to ensure that language is not discriminatory.

NEWFOUNDLAND ASSOCIATION OF PUBLIC EMPLOYEES, GENERAL SERVICE AGREEMENT

ARTICLE 2 DEFINITIONS

(j) 'gender' — wherever the masculine is used in this Agreement, it shall refer equally to the feminine.

Where the majority of the membership is women, why not use the feminine terms in the contract? For example, the Administrative Services Component of B.C. Government Employees' Union is 98% women. She/her is used throughout the contract. Here is an example:

B.C. GOVERNMENT EMPLOYEES' UNION, ADMINISTRATIVE SERVICES COMPONENT

ARTICLE 6.02
VACATION PREFERENCE

(a) Preference in the selection and allocation of vacation time shall be determined within each work unit on the basis of service seniority. Where an employee chooses to split her vacation, her second choice of vacation time shall be made only after all other employees concerned have made their initial selection.

NICOLE HOLLANDER
"THAT WOMAN MUST BE ON DRUGS"
ST. MARTIN'S PRESS, NEW YORK

3 Seniority

Seniority provisions are an important part of any collective agreement. They protect workers by allowing rights and privileges on the basis of length of service, instead of employer favouritism.

Seniority may be defined as bargaining unit-wide, department-wide or classification-wide. Usually the broader the seniority base the better, but this is a subject of dispute in many unions. If women are being denied admittance to non-traditional jobs because they cannot apply their clerical unit seniority to the position, the union may consider attempting to broaden the seniority base.

ONTARIO PUBLIC SERVICE EMPLOYEES' UNION

Women often have less seniority than men because of breaks in service due to childbearing/rearing.

Women often have less seniority than their male counterparts because of breaks in service due to childbearing/rearing. There are two ways this may be dealt with.

- Women should be allowed to accrue seniority while on maternity leave. It is a biological fact that women bear children. Why should women be penalized by losing their seniority while fulfilling their role as procreators?

B.C. GOVERNMENT EMPLOYEES' UNION, MASTER AGREEMENT

ARTICLE 21.03
SENIORITY RIGHTS ON RE-EMPLOYMENT

(a) An employee who returns to work after the expiration of maternity leave shall retain the seniority she had accrued immediately prior to commencing maternity leave and shall be credited with seniority for the period of time covered by the maternity leave.

- Because of the lack of adequate child care in this country, it is often necessary for one parent to leave the labour force to care for the children. The following provision allows workers who leave work to perform their social role of parenting, to have their seniority rights reinstated on re-employment.

MANITOBA GOVERNMENT EMPLOYEES' ASSOCIATION, MASTER AGREEMENT

ARTICLE 29.01
BRIDGING OF SERVICE

A regular employee who resigns as a result of the employee's decision to raise a dependent child or children, and is re-employed, upon written notification to the employing authority shall be credited with the length of service accumulated to the time of resignation for the purposes of sick leave and long service vacation entitlement benefits as defined in this agreement and based on service seniority.

The following conditions shall apply:

(a) The employee must have accumulated at least four (4) years of continuous service at the time of resigning.

(b) The resignation itself must indicate the reason for resigning.

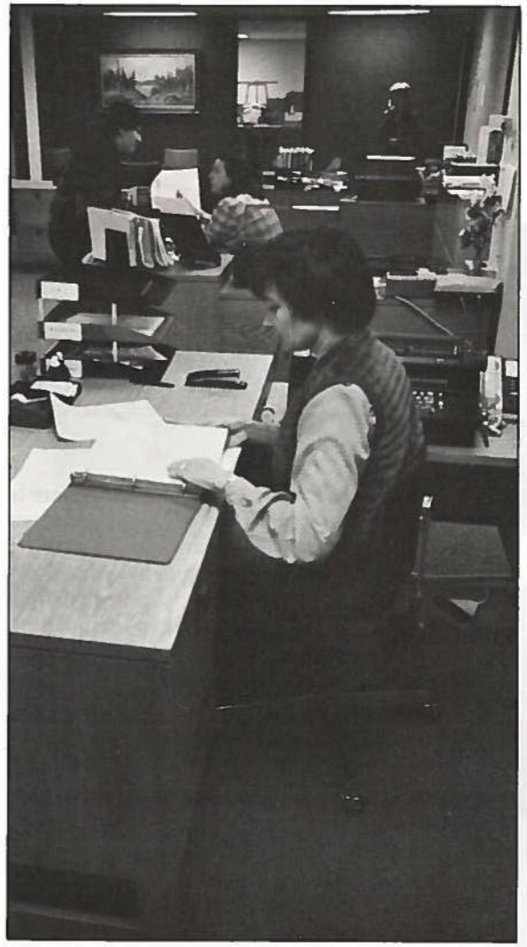
(c) The break in service shall be for no longer than five (5) years, and during that time the employee must not have been engaged in remunerative employment for more than three (3) months.

(d) The previous length of service shall not be reinstated until successful completion of the probationary period.

4
Hours of Work

More and more unions are negotiating flexible working hours. This provision can be beneficial for all workers, particularly single parents with small children. In Sweden, parents are allowed to work two hours less each day until their children reach the age of seven.

On page seventeen there is an example of a flexible hours clause. Provision is made for local units to adapt these guidelines to specific workplaces. An even better arrangement would be provision for local employer and union representatives to negotiate the adaptation of these guidelines, to ensure workers an equal say in the implementation.



NATIONAL UNION OF PROVINCIAL GOVERNMENT EMPLOYEES

Negotiating flexible hours of work can be beneficial for all workers, especially single parents with small children.

MANITOBA GOVERNMENT EMPLOYEES' ASSOCIATION, CLERICAL COMPONENT AGREEMENT

FLEXIBLE HOURS GUIDELINES

A division or branch within a Department may, subject to the approval of the employing authority, determine the most suitable arrangements of hours of work for 'office' employees in accordance with the following guidelines:

(a) The office shall normally remain open during the hours 8:30 a.m. to 4:30 p.m. with an extension to 5:00 p.m. where it is deemed necessary to provide services to the public.

(b) Variations in employees' hours of work may occur as a result of staggered starting or finishing times or an alternation in the time allowed for lunch.

(c) The earliest starting time is 7:30 a.m., the latest finishing time is 6:00 p.m., and the minimum allowable lunch period is 45 minutes.

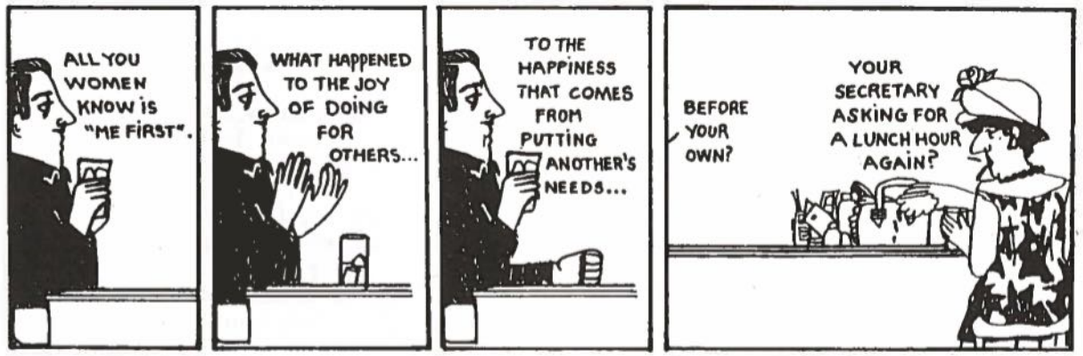
(d) Varied starting or finishing times must comprise a minimum of 30 minutes prior to or after established office hours.

(e) Service to the public must not be downgraded by the change in hours.

(f) Employees must work 7¼ hours per day and 36¼ hours per week exclusive of lunch periods.

(g) All employees must be present at work during a core period of 10:00 a.m. to 3:00 p.m., less lunch periods.

(h) The normal work week continues to be Monday to Friday inclusive.



NICOLE HOLLANDER
"THAT WOMAN MUST BE ON DRUGS"
ST. MARTIN'S PRESS, NEW YORK

5
Leave of Absence

Collective agreements should recognize that workers are also family members, with family responsibilities. There are a number of circumstances which may require leave of absence from work:

Family Illness
Provision should exist for workers to care for dependent family members who are ill, without having to deduct the time from their own sick leave entitlement.

ALBERTA UNION OF PROVINCIAL EMPLOYEES, MASTER AGREEMENT

ARTICLE 38.02
ILLNESS WITHIN THE IMMEDIATE FAMILY

(a) leave of absence shall be granted for purpose [sic] of making arrangements for the care of the person that is ill or for the care of the children. Immediate family shall mean: spouse, (including common-law spouse), son, daughter, mother or father; [Maximum entitlement for special leave including bereavement, moving, etc. is 10 days per year.]

Medical and Dental Appointments

B.C. GOVERNMENT EMPLOYEES' UNION, MASTER AGREEMENT

ARTICLE 20.11
LEAVE FOR
MEDICAL AND DENTAL CARE

(a) Where it is not possible to schedule medical and/or dental appointments outside regularly scheduled working hours, reasonable time off for medical and dental appointments for employees or for dependent children shall be permitted, but where any such absence exceeds two (2) hours, the full-time absence shall be charged to the entitlement described in Clause 20.13 [maximum leave entitlement — 10 days per year].

(b) Employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct from their credit described in Clause 20.13 the necessary return travelling time to receive personal or immediate family medical and dental care at the nearest medical centre. The Employer may request a certificate of a qualified medical or dental practitioner, as the case may be, stating that treatment could not be provided by facilities or services available at the employee's place of residence.[1]

NOVA SCOTIA GOVERNMENT EMPLOYEES' UNION

Unions can negotiate for leave to attend medical and dental appointments for dependent children.

Court Appearance for Child

B.C. GOVERNMENT EMPLOYEES' UNION, MASTER AGREEMENT

ARTICLE 20.02 SPECIAL LEAVE

(8) Court appearance for hearing of employee's child . . . one (1) day.

Marriage of Employee or Employee's Child

B.C. GOVERNMENT EMPLOYEES' UNION, MASTER AGREEMENT

ARTICLE 20.02 SPECIAL LEAVE

(1) Marriage of the employee . . . three (3) days.

(2) Attend wedding of the employee's child . . . one (1) day.

Divorce

B.C. GOVERNMENT EMPLOYEES' UNION AND LEGAL SERVICES SOCIETY OF B.C.

ARTICLE 19.02 SPECIAL LEAVE

(f) Divorce hearing of employee . . . (1) one day.

Domestic Emergency

NOVA SCOTIA GOVERNMENT EMPLOYEES' UNION, CLERICAL COMPONENT

ARTICLE 19.09
LEAVE FOR EMERGENCY

An employee shall be granted leave of absence with pay up to two (2) days for a critical condition which requires his personal attention resulting from an emergency (flood, fire, etc.) which cannot be served by others or attended to by the employee at a time when he is normally off duty.

6
Parental Leave

Most Labour Standards legislation in Canada contains provisions for maternity leave for working women. Because legislation is different in each jurisdiction, the adequacy of protection varies according to residence.

The Unemployment Insurance Act provides fifteen weeks of benefits at 60% of salary (maximum $210/week) for women who qualify.

Because maternity benefits in this country are inadequate, unions are trying to negotiate improved maternity benefits in collective agreements.

Some major breakthroughs have been made. In 1980, the Common Front in Quebec negotiated paid maternity leave for its 200,000 members who work in the public sector. Since this breakthrough, several other groups have achieved paid maternity leave for their members, including Canadian Union of Postal Workers, Public Service Alliance of Canada — Clerical Bargaining Unit, Letter Carriers Union of Canada, Canadian Union of Professional and Technical Employees.

The Common Front language provides for a "topping up" of UIC benefits, so the employee suffers virtually no loss of pay during her leave.

The following is an excerpt of the detailed provisions outlined in the agreement.

LE CARTEL DES ORGANISMES PROFESSIONELS DE LA SANTÉ INC. (COMMON FRONT) AND LE COMITÉ PATRONAL DE NÉGOCIATION DU SECTEUR DES AFFAIRES

ARTICLE 25.II MATERNITY LEAVE

.01 The pregnant employee has the right to a maternity leave of twenty (20) weeks duration which, subject to clauses 25 II.03, must be taken consecutively.

The employee who delivers a stillborn child after the beginning of the twentieth (20th) week preceding the expected delivery date also has the right to this maternity leave and to the accompanying indemnities.

.02 The division of the maternity leave before and after the delivery shall be determined by the employee and it includes the day of delivery.

.03 The employee who delivers prematurely and whose child is consequently admitted to hospital, has the right to an "interrupted" maternity leave.

She can return to work before the end of her maternity leave and complete it when the child's condition no longer requires hospital care.

.04 To obtain the maternity leave, the employee must give the Employer a written notice at least two (2) weeks before the date of departure. This notice must be accompanied by a medical certificate attesting to the pregnancy and the expected date of the birth.

The delay for presentation of notice may be shortened if a medical certificate attests that the employee must leave her position sooner than anticipated. In case of an unforeseen event, the employee is exempted from the formality of a notice, subject to the presentation to the Employer of a medical certificate attesting that she must leave her employment without delay.

.05 Cases Eligible for Unemployment Insurance

The employee who has accumulated twenty (20) weeks of service[a] before the beginning of her maternity leave and who, following the presentation of a request for benefits by virtue of the unemployment insurance plan, is declared eligible for such benefits, has the right, subject to clauses 25 II.06, to receive during her maternity leave:

(a) for each of the weeks of the waiting period provided for by the unemployment insurance plan, an indemnity equal to 93% (ninety-three per cent)[b] of her weekly basic pay[c];

(b) for each of the weeks during which she receives or could receive unemployment insurance benefits, a complementary indemnity equal to the difference between 93% (ninety-three per cent) of her weekly basic pay, and the unemployment insurance benefits that she receives or could receive.

(c) for each of the weeks that follow the period provided for in paragraph (b), an indemnity equal to ninety-three per cent (93%) of her weekly basic pay, and this until the end of the twentieth (20th) week of maternity leave.

For the purpose of paragraph (b) of the present clause, the complementary indemnity is calculated on the basis of the unemployment insurance benefits that an employee is entitled to receive without taking into account any amounts withheld from these benefits, because of reimbursement of benefit interests, penalties and other amounts recoverable by virtue of the unemployment insurance.

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a The absent employee accumulates service if her absence is authorized, such as for disability, and includes a benefit or remuneration.

b 93%: This percentage has been established taking into account that the employee in such a situation benefits from an exemption of contribution to the pension plan and to the unemployment insurance plan, such an exemption being equal, on the average to seven per cent (7%) of her pay.

c "Basic pay", means the basic salary of an employee to which only the supplements of responsibility are added, without any additional remuneration, not even for overtime.

The Ontario Public Service Employees' Union has also won paid maternity leave in one of their bargaining units. Their language is much simpler and offers basically the same benefits.

ONTARIO PUBLIC SERVICE EMPLOYEES' UNION AND COMMUNITY LEGAL SERVICES (OTTAWA-CARLETON)

ARTICLE 21.02 MATERNITY LEAVE

(a) The Employer shall upon request of an employee and receipt of a certificate by a legally qualified medical practitioner stating that the employee named therein is pregnant and specifying the date upon which delivery is likely to occur, in his opinion, grant or cause to be granted to the employee, a leave of absence of twenty (20) continuous weeks commencing and ending at the employees [sic] option.

It is further agreed that those employees who qualify for maternity leave shall receive for the first twenty (20) consecutive weeks of such leave at 95% salary which shall consist of the difference between Unemployment Insurance Benefits and the employee's present rate of pay. If the employee is not eligible for Unemployment Insurance Benefits, the employee will receive 100% of salary at the current rate of pay for the same term. In addition to the above benefit, those employees who so qualify may receive up to an additional six (6) months leave of absence without pay at the Employer's discretion.

The B.C. Government Employees' Union, has made some headway in the direction of paid maternity leave with this clause which provides for a retroactive "topping up" of UIC benefits.

B.C. GOVERNMENT EMPLOYEES' UNION AND LEGAL SERVICES SOCIETY OF B.C.

ARTICLE 20.02 ADDITIONAL BENEFITS

After her return to work for a period of six months, an employee shall be entitled to receive an amount not exceeding two months of her regular pay for the period after the expiry of maternity benefits under the unemployment insurance act and before the end of her leave pursuant to 20.01(A). [Leave without pay to a maximum of 6 months].

Women claiming maternity benefits under the UI Act must face the two-week, unpaid waiting period required of all claimants. Because this waiting period was designed to be an "economic penalty" to the unemployed, it is not reasonable or necessary to impose it on maternity benefit claimants, and the Canadian Labour Congress is lobbying to have it removed. In the meantime, some unions have negotiated protection for their members during the two-week waiting period.

For example, the Manitoba Government Employees' Association has negotiated this clause:

ARTICLE 25 MATERNITY LEAVE

.03 (a) An employee who has been granted maternity leave shall be permitted to apply up to a maximum of ten (10) days of her accumulated sick leave against the Unemployment Insurance waiting period.

NATIONAL FILM BOARD OF CANADA

The provision of fully paid parental leave is an important objective for unions in Canada.

Eligibility

Provincial Labour Standards legislation requires anywhere from twenty to sixty-three weeks service to be eligible for maternity leave.

Employers argue that the eligibility requirement for maternity leave is their protection against women who get a job so they can receive maternity benefits. As with most overzealous reactions to "cheaters", the eligibility period often penalizes women who become pregnant and have less than the required service. The only option left to these women is to terminate the pregnancy or their job — not much of an alternative.

Unions should be pressuring governments to remove eligibility requirements from the Labour Standards Acts. Where an employer is providing some form of paid maternity leave, a reasonable length of service requirement may be necessary.

Length

The length of maternity leave varies in the legislation and collective agreement provisions.[2] The standard length in collective agreements is six months. Here is an example:

ALBERTA UNION OF PROVINCIAL EMPLOYEES, MASTER AGREEMENT

ARTICLE 40 MATERNITY LEAVE

.01 An Employee shall be granted leave without pay for maternity reasons for a period not exceeding six (6) months from the date of leaving to the date of return provided that she has completed one (1) year of continuous service at the time of application and that she applies three (3) months prior to her scheduled date of confinement.

Extension

Extension of maternity leave should also be available at the employee's request.

B.C. GOVERNMENT EMPLOYEES' UNION, MASTER AGREEMENT

ARTICLE 21.04
EXTENSION OF MATERNITY LEAVE

Maternity leave shall be extended for up to an additional six (6) months for health reasons where a doctor's certificate is presented.[3]

Return to Work

The collective agreement should ensure that the employee will have a job to return to. Ideally, the employee should be able to return to the same job; but at least, provision should be made for her to return to a comparable job at the same wage rate.

NEWFOUNDLAND ASSOCIATION OF PUBLIC EMPLOYEES, INSTRUCTORS' AGREEMENT

ARTICLE 18 MATERNITY LEAVE

.05 The employee shall resume her former position and salary upon return from maternity leave, with no loss of accrued benefits.

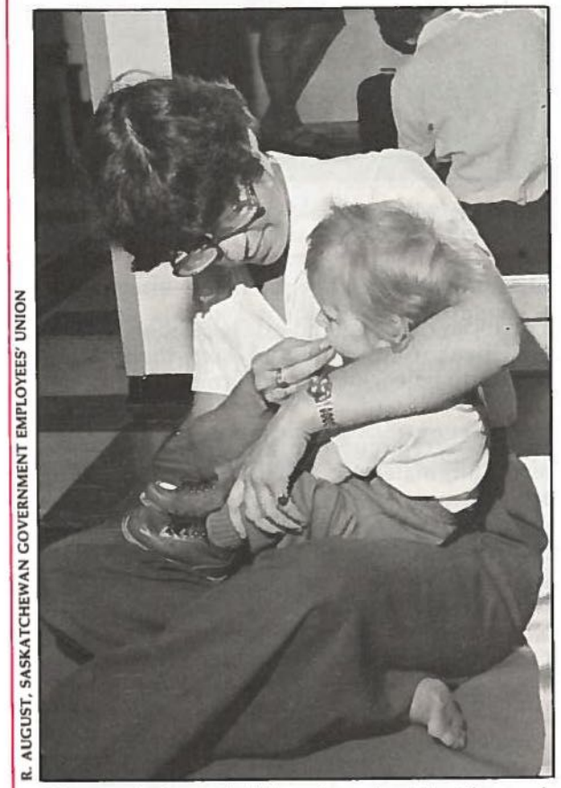
Seniority

Women who leave the labour force to bear children, should not be penalized in their chances for promotion, training, job security, etc. Seniority rights for these women can be protected in the contract by accumulating seniority during the leave period.

B.C. GOVERNMENT EMPLOYEES' UNION, MASTER AGREEMENT

ARTICLE 21.03
SENIORITY RIGHTS
ON RE-EMPLOYMENT

(a) An employee who returns to work after the expiration of maternity leave shall retain the seniority she had accrued immediately prior to commencing maternity leave and shall be credited with seniority for the period of time covered by the maternity leave.



R. AUGUST, SASKATCHEWAN GOVERNMENT EMPLOYEES' UNION

Women who leave the labour force should not be penalized in their chances for promotion, training, etc. by not accumulating seniority during parental leave.

At the very least, women should be assured that the seniority they accumulated before taking leave, is maintained.

NOVA SCOTIA GOVERNMENT EMPLOYEES' UNION, CLERICAL COMPONENT

ARTICLE 19.06 MATERNITY LEAVE

(3) Where an employee reports for work upon the expiration of the period referred to in Article 19.06(2) the employee shall resume work in the same position the employee held prior to the commencement of the maternity leave, with no loss of seniority of [sic] benefits accrued to the commencement of the maternity leave. An employee's anniversary date referred to in Article 38.09 shall be moved forward by the amount of time which the employee was on leave of absence without pay.

Benefits

The employer should continue to pay its share of benefits such as group life, medical and dental plans so that the employee does not suffer any reduction in these benefits as a result of maternity leave.

B.C. GOVERNMENT EMPLOYEES' UNION, MASTER AGREEMENT

ARTICLE 21.01 MATERNITY LEAVE

(e) If an employee maintains coverage for medical, extended health, dental, group life, or long term disability, the Employer agrees to pay the Employer's share of these premiums. If an employee fails to return to work on the pre-arranged date, the Employer will recover monies paid under this Clause.

PATERNITY LEAVE

Provisions for paternity leave are becoming more common in collective agreements. However, the leave is usually much shorter than maternity leave. The Canadian Labour Congress is lobbying governments for improved legislation to increase the length of paternity leave so that fathers may have the opportunity to participate more actively in the care and raising of their children. Some contracts provide paid paternity leave to enable fathers to be present at the birth of the child.

LE CARTEL DES ORGANISMES PROFESSIONELS DE LA SANTÉ INC. (COMMON FRONT) AND LE COMITÉ PATRONAL DE NÉGOCIATION DU SECTEUR DES AFFAIRES

ARTICLE 25 IV.01
PATERNITY LEAVE

The employee whose spouse gives birth is entitled to a leave with pay for a maximum duration of five (5) working days. This leave can be discontinuous and must take place between the beginning of the delivery process and the seventh (7th) day following the return home of the mother or of her child.

Notwithstanding the provisions of the preceding paragraph the spouse can elect to use one (1) of these five (5) days of leave on the occasion of his child's baptism or registration.

NATIONAL FILM BOARD OF CANADA

Provisions for paternity leave are becoming more common in collective agreements.

Some contracts provide for slightly longer, unpaid leave.

PRINCE EDWARD ISLAND PUBLIC SERVICE ASSOCIATION, GENERAL SERVICE AGREEMENT

ARTICLE 24.03 BIRTH OR ADOPTION OF A CHILD

The Employing Authority may grant leave of absence without pay for a period of up to four (4) consecutive months to employees for reasons of birth or adoption of a child.

ADOPTION LEAVE

Parents who adopt children should be entitled to the same leave and benefits as other parents, since adopted children need the same care and nurturance.

At present, adoptive parents are not eligible to receive Unemployment Insurance maternity benefits. The Federal Government's *Task Force on Unemployment Insurance in the Eighties* has recommended that the Unemployment Insurance Act be amended to extend benefits to adoptive parents.

Some contracts provide one day's paid leave to allow adoptive parents to attend the adoption proceedings.

B.C. GOVERNMENT EMPLOYEES' UNION, MASTER AGREEMENT

ARTICLE 20.02 SPECIAL LEAVE

(a) Where leave from work is required, an employee shall be entitled to special leave at his/her regular rate of pay for the following:

(3) Birth or adoption of the employee's child . . . one (1) day.

Other agreements provide longer leave to allow parents time to care for the child in the early stages of adjustment.

ALBERTA UNION OF PROVINCIAL EMPLOYEES, MASTER AGREEMENT

ARTICLE 40 MATERNITY LEAVE

.07 Upon reasonable notice being given to the Employing Department, an Employee shall be granted leave of absence without pay for up to six (6) months immediately following the adoption of a child. The Employee shall furnish proof of adoption.

Here is an example of a clause that provides paid parental leave, that is, maternity, paternity and adoption leave combined.

CANADIAN UNION OF PUBLIC EMPLOYEES AND ONE SKY-SASKATCHEWAN CROSS CULTURAL CENTRE, SOUTH SASKATCHEWAN COMMITTEE FOR WORLD DEVELOPMENT, CUSO-OXFAM LABOUR PROJECT

ARTICLE 18 MATERNITY/PATERNITY LEAVE AND ADOPTIVE LEAVE

.01 Maternity, paternity and adoptive leave shall be a right, with no prerequisite of length of time in employment, seniority, etc.

.02 Maternity leave shall be six (6) months, with pay, (minus the 15 weeks of 60% salary paid by UIC.) Maternity leave shall be taken between three (3) months before the expected birth of the baby and six (6) months after the birth. This period is to be decided by the worker. If the leave is to commence before the birth of the child, (2) weeks written notice shall be given before leaving.

.03 Maternal and paternal and adoptive leave with full salary paid shall be six (6) months, to begin after the arrival of the child.

.04 Paternity leave shall be six (6) consecutive months with pay to be taken within the first year after the birth or adoption.

.05 Additional maternity/paternity and adoptive leave of up to one (1) year without pay may be granted for health reasons.

.06 There shall be no loss of seniority, staff benefits, salary increments or job security of a worker while on maternity, paternity or adoptive leave.

.07 The worker shall not lose sick leave and vacation entitlements for the period of paid maternity, paternity and adoptive leave.

The policy of the Canadian Labour Congress is that maternity leave should be expanded to "parental leave," which would include fathers and adoptive parents. The policy proposes parental leave of one year's paid leave to be shared by both parents.

Paid parental leave has been available in European countries for many years. It is time Canadian legislators and employers followed their progressive lead.

7
Child Care

Today's economic conditions mean that most mothers have to work outside the home. Almost half of all Canadian families have both partners in the paid labour force. Studies estimate that the number of families below the poverty line would increase 50%, if the second partner did not work. About 40% of women in the labour force are single, divorced or widowed. Many of them are single parents, trying to raise a family on their own. All these trends mean an increased demand for child care services. But the availability of good child care in Canada is grossly inadequate. Here are some disturbing facts:

- Over 60,000 children under seven whose mothers work outside the home, cannot get government subsidized day care.
- Only one in twenty children under two get government subsidized day care.
- 6% of all children under ten are left alone, with no adult supervision.
- Space in public daycare centres has decreased by 40% since 1978, due to government cutbacks.

Waiting lists for government subsidized child care are long and slow moving. Meanwhile, parents are making do with less satisfactory and often more expensive care. This means leaving their children with relatives, private home care or private day care centres run as profit-making enterprises.

Child care is not just a woman's issue. Although women still have the major responsibility for child rearing, times are changing. With the increasing number of single fathers, and families where both parents work, child care is becoming an issue for men too.

Unions recognize that child care is an important issue for workers. It is an issue that is being fought at bargaining tables and legislatures across the country.

In the spring of 1981, the Ontario Federation of Labour launched a public campaign on day care. Public forums were held to hear people's views on the issue. The OFL worked with a broad coalition of concerned groups to lobby politicians on the necessity of universally accessible, publicly funded, quality child care. It was a successful campaign — the public became aware of the issue and the plight of working parents and their children. But the Ontario government did nothing.

Like medicare and pensions, unions will probably have to win child care at the bargaining table before legislators will be pressured to act.

There are two methods unions have used to bargain child care:

Employer subsidy

Unions can negotiate for employer subsidy of employee child care costs. This means the employer helps finance employees' existing child care arrangements.

KATE WILLIAMS

Child care is becoming a high priority at the bargaining table as the economic crisis forces more parents into the labour force.

There are a number of considerations in negotiating employer subsidy:

- What are the employees paying now for child care?
- Should payment be a flat rate, scaled to employee (or family) income, or a percentage of employee costs?
- How should payment be made — directly to the employee, to a fund administered by a joint committee, or toward purchase of spaces for employee use in existing child care centres?

Here is an example of a model clause to negotiate employer subsidy:

> **ARTICLE ___ CHILD CARE**
>
> **Fifty percent (50%) of the employee's child care costs shall be paid by the Employer.**

Direct Service Delivery

The union can negotiate for the establishment of a child care centre. This is a much more complicated approach, but does result in assured provi-

ONTARIO PUBLIC SERVICE EMPLOYEES' UNION

Unions can negotiate for employer subsidy of employees' existing child care arrangements.

sion of child care service for the employees. Here is what needs to be considered:

- Who finances the centre?
  If the centre is not funded entirely by the employer, what proportion is financed by the union, the employee, etc?
- Where will the centre be located?
  Workplace centres have the advantage of being easy for employees to get to, but may not be suitable in terms of availability of space, environmental hazards.
- Who will administer the centre?
  This is probably best handled by a joint committee of employer, union and parents. They will be responsible for meeting legislated standards for space, child-staff ratios, health and safety as well as day-to-day operations such as hours and days of service, staffing, labour relations with unionized employees, programming, etc.

Here is an example of a model clause establishing a child care centre:

ARTICLE ___ CHILD CARE

The employer, recognizing the needs of working parents, agrees to the establishment of a "Child Care Committee" consisting of an equal number of employee and employer representatives responsible for researching and developing a child care facility. Provisions will be made to allow Committee members to perform their functions within reason during working hours and without loss of pay. The "Child Care Committee" shall complete its research and develop a model for a child care facility no later than three (3) months after the effective date of this agreement. Such facility will become operational no later than six (6) months after the effective date of this agreement. These time limits may be waived by mutual consent of the parties to this agreement. The Committee shall be responsible for the administration of the child care facility. The employer will provide initial financing of the costs of such a facility; employees whose children are enrolled will contribute a minimal amount of $ ___weekly towards maintenance costs, with the employer absorbing the rest. Child care facilities will meet minimum state licensing requirements, and, where appropriate, Federal Interagency Day Care Requirements with respect to staffing ratio, health and safety, and other pertinent areas.

(Alternative on Operation: The Union shall have sole responsibility for the administration of the child care facility.)

(Alternative on Financing: The employer shall provide total financing for all initial and subsequent operating costs.)[4]

Determining Membership Needs

Before negotiating provisions for child care in a collective agreement, the union should survey the membership to determine needs and preferences. Included in the survey should be questions on:

- Number and age of children.
- Existing child care arrangements.
- Preference for type of service e.g. on-site centre, purchase of spaces in community based centres, employer subsidy.
- Hours of required service.
- Fee schedules.

Monitoring Hiring Practices

Negotiating provision for employer subsidy or funding of child care centres may discourage the employer from hiring employees with child care needs. Unions can negotiate for a union observer on hiring boards to prevent this type of discrimination.

Overtime

Parents who are required to work overtime often must pay extra for child care to cover the additional hours. Unions can negotiate to have the employer pay for the extra expense.

B.C. GOVERNMENT EMPLOYEES' UNION AND LEGAL SERVICES SOCIETY OF B.C.

ARTICLE 14.12
CHILD CARE EXPENSES OUTSIDE OF HER REGULAR WORK DAY

(a) Should an employee be required to be away from her home on the Employer's business outside of her regular work day, the Employer agrees to pay the costs of receipted child care expenses for the period over and above her regular work day where such expenses are incurred.

Initially, negotiating for child care may seem like an awesome task. It is certainly complex and difficult. But there are numerous success stories.

- In 1966, the Amalgamated Clothing and Textile Workers Union negotiated a Health and Welfare Fund which included provision for day care funding. The Fund is jointly administered by the union and management and paid for by the employer, who contributes 2% of the hourly payroll. Employees who enroll their children at the day care centre pay $15 per week for the first child and $7.50 for each subsequent child. The community may also use the centre when spaces are available, at a cost of $30 per week.

- In Toronto, the City established the Hester Howe Day Care Centre for its employees. The Centre is located in City Hall and cost about $120,000 for renovation and equipment. The City and Metro Council each contributed $20,000 toward operating costs. The City of Toronto provides the space, heating, electricity, maintenance plus the services of a City Auditor to set up a bookkeeping system. The Centre is run by a Board of Directors consisting of six parents, three staff, one representative of each of the three unions and one representative of the Mayor's office. Employees pay $60 per week.

- In 1964, Riverdale Hospital in Toronto set up a nursery for its employees in order to attract staff to meet its shortage. The prospect of day care helped attract 150 employees in six months. The centre is still in operation and serves about forty children at a cost of $50 per week per child. The centre, a twenty-four hour operation, accommodates shift workers as well as part-time employees.[5]

Child care is expensive. This will be the employer's first response. But provision of child care has many benefits for an employer. First and foremost, virtually all costs to the employer are tax-deductible. Provision of child care subsidies to employees, subsidizing existing centres, covering operation costs, all can reduce the employer's tax liability; while capital costs can be amortized.

Other benefits include good corporate or government image, better employee relations, easier staff recruitment, less absenteeism.

Studies indicate that the demand for labour in the next decade will be met by women. As high as 70% of labour force growth will be from the influx of women workers into the labour force. Employers will, no doubt, be forced to consider child care as a regular employee benefit, and child care will be a high bargaining priority.

The groundwork must be laid now.

R. AUGUST, SASKATCHEWAN GOVERNMENT EMPLOYEES' UNION

Quality child care is an investment in our future.

8 Sexual Harassment

Sexual harassment affects the health and well-being of workers. It can result in stress, anxiety, headaches, and nervous disorders which can require medical attention. It is a serious problem that workers should not have to face. Provisions covering sexual harassment in the contract can help protect workers from this problem. As trade unionists we have an obligation to ensure workers dignity on the job.

Sexual harassment is discrimination on the basis of sex. Many unions have attempted to grieve sexual harassment under the no-discrimination clause in the contract. Although this has been successful in some cases, the difficulty is that it is often left up to the arbitrator to determine if sexual harassment is discrimination on the basis of sex, and then to determine if the sexual harassment did occur. Many unions are now negotiating separate clauses on sexual harassment clauses:

MANITOBA GOVERNMENT EMPLOYEES' ASSOCIATION AND MANITOBA PUBLIC INSURANCE CORPORATION

ARTICLE 48 SEXUAL HARASSMENT

.01 The MGEA and the Corporation recognize the problem of sexual harassment may exist in the workplace and agree that all grievances regarding such complaints will be referred to Step III of the grievance procedure.

.02 Sexual harassment shall be defined as: (1) persistent sexual solicitation or an advance made by a person of authority who knows, or ought to know, it is unwelcome or (2) a reprisal by someone in authority after a sexual advance is rejected.

.03 Grievances involving sexual harassment shall be treated in strict confidence by both the MGEA and the Corporation.

B.C. GOVERNMENT EMPLOYEES' UNION AND LEGAL SERVICES SOCIETY OF B.C.

ARTICLE 21.07
SEXUAL HARASSMENT

(a) The union and the Employer recognize the right of employees to work in an environment free from sexual harassment, and the employer undertakes to discipline any person employed by the Employer engaging in the sexual harassment of another employee.

(b) Sexual harassment shall be defined as:

i) inappropriate touching, including touching which is expressed to be unwanted;

ii) suggestive remarks or other verbal abuse with a sexual connotation;

iii) compromising invitations;

PATERSON PHOTOGRAPHIC

Sexual harassment is coercive — it may be accompanied by threats, promises or abuse.

iv) repeated or persistent leering at a person's body;
v) demands for sexual favours;
vi) sexual assault.

(c) In cases of sexual harassment, the employee being harassed has the right to discontinue contact with the alleged harasser without incurring any penalty, pending determination of the grievance. In cases where sexual harassment may result in the transfer of an employee, where possible, it shall be the harasser who is transferred. The employee who is harassed will not be transferred against her will.

(d) An employee may initiate a grievance under this clause at any step of the grievance procedure. Grievances under this clause will be handled with all possible confidentiality and dispatch.

(e) An alleged offender under this clause shall be entitled

i) to be given notice of the substance of a grievance under this clause;
ii) to be given notice of and to attend, participate in and be represented at any arbitration hearing which is held as a grievance under this clause.

(f) An Arbitrator, hearing a grievance under this clause, shall have authority to:

i) dismiss the grievance;
ii) determine the appropriate level of discipline; and
iii) make such further order as may be necessary to provide a final and conclusive settlement of the grievance.

(g) An alleged offender under this clause shall not be entitled to grieve disciplinary action taken by the Employer which is consistent with the Award of the Arbitrator.

9 Technological Change

There are basically two major issues in the area of technological change which require protection in the collective agreement — impact on jobs (such as job security, training, relocation, etc.) and workplace health and safety.

IMPACT ON JOBS

Unions are increasingly having to face the impact of technological change on the work their members do. The protection they negotiate should respond to the way technological change occurs on the job. In some cases, technological change may mean a sudden drop in the number of staff needed to do the work. For example, where a new machine is introduced that can do the job of ten workers, those workers become redundant and provision for retraining, transfer or adequate severance is needed. Sometimes the introduction of technological change may mean an increase in jobs that require a different skill; or a retention in the number of jobs with a reduction of the existing skills required. For example, where a Video Display Terminal is introduced, the same number of clerical staff may be required, but their jobs will become routine, assembly-line jobs, requiring fewer skills.

Here are some examples of contract language on measures that may be included when negotiating technological change.[6]

Definition of Technological Change

CAPILANO COLLEGE
FACULTY ASSOCIATION

ARTICLE 14.01 DEFINITION

(a) For the purposes of this Agreement the term "technological change" shall be understood to mean changes introduced by the College in the manner in which it carries out educational operations and services where such change or changes significantly affects the terms and conditions or security of employment of members of the bargaining unit or alters significantly the basis on which this Agreement was negotiated.

(b) Such changes as anticipated above shall include the following where such change or changes significantly affects the terms and conditions or security of employment of members of the bargaining unit or alters significantly the basis on which this Agreement was negotiated.

(1) the introduction, because of technological change or development, of equipment, material or processes different in nature, type or quantity from that previously utilized;

(2) a change, related to the introduction of this equipment, material or process, in the manner in which the College carries out its educational objectives and operations;

(3) any change in work methods, organizations, operations, or processes which affects one or more employees;

(4) any change in location at which the College operates.

Advance Notice

ONTARIO PUBLIC SERVICE EMPLOYEES' UNION AND COLLEGES OF APPLIED ARTS AND TECHNOLOGY (ACADEMIC AGREEMENT)

ARTICLE 10
EMPLOYEE DISPLACEMENTS THROUGH TECHNOLOGICAL CHANGE

.02 In such circumstances as in (a) above [i.e. when the College introduces new technology], the College will provide the Local Union at least ninety (90) calendar days before the date on which the technological change is introduced with a description of the change and the approximate number of employees likely to be directly affected by the change.

MANITOBA GOVERNMENT EMPLOYEES' ASSOCIATION AND MANITOBA PUBLIC INSURANCE CORPORATION

ARTICLE 44
TECHNOLOGICAL CHANGE

.02 The notice referred to in subsection 1 shall be in writing and shall state:

(a) the nature of the change

(b) approximate date on which the Corporation proposes to effect the change

(c) the appropriate number and type of employees likely to be affected by the change; and

(d) the effect that the change is likely to have on the terms and conditions, or security, of employment of the employees affected or the alteration that is likely to be made to the basis upon which the collective agreement was negotiated.

Mandatory Consultation

CAPILANO COLLEGE FACULTY ASSOCIATION

ARTICLE 14 CONSULTATIONS

.05 Where the College has notified the Union of its intention of introducing a technological change, the parties undertake to meet within the next thirty (30) days to hold constructive and meaningful consultations in an effort to reach agreement on solutions to the problems arising from this intended change and on measures to be taken by the College to protect the employees from any adverse effects. The College and Union agree to bargain in good faith on all aspects of the intended change.

.08 Technological change shall not be introduced by the College until the matter is resolved by agreement or arbitration.

PUBLIC SERVICE ALLIANCE OF CANADA

Retraining

B.C. GOVERNMENT EMPLOYEES' UNION AND YM/YWCA (VICTORIA)

ARTICLE 14.05
TECHNICAL EQUIPMENT OR NEW METHODS

Where an employee is, or will be, required to operate technical equipment or use new methods during the course of the employee's duties and where seminars, demonstrations, or conferences are held pertaining to such technical equipment or new methods, the employee may attend such demonstrations, conferences, or seminars upon approval of the employee's application by the Employer. Employees shall suffer no loss of regular salary as a result of such attendance.

ONTARIO PUBLIC SERVICE EMPLOYEES' UNION AND COLLEGES OF APPLIED ARTS AND TECHNOLOGY (ACADEMIC AGREEMENT)

ARTICLE 10
EMPLOYEE DISPLACEMENTS THROUGH TECHNOLOGICAL CHANGE

.02 The College and the Local Union shall meet to discuss the effect on the employment status of employees directly affected and possible measures to reduce adverse effects of the technological change including discussion of developmental opportunities for employees for possible assignment to other positions within the College or assisting in a change of career for employees with suitable qualifications.

NEWFOUNDLAND ASSOCIATION OF PUBLIC EMPLOYEES, HOSPITAL SUPPORT STAFF AGREEMENT

ARTICLE 27.06 TRAINING BENEFITS

In the event that the Employer should introduce new methods or machines which require new or greater skills than are possessed by employees under the present method of operation, such employees shall, at the expense of the Employer, be given a reasonable period of time, in the opinion of the Employer, during which they may perfect or acquire the skills necessitated by the new method of operation. There shall be no change in wage or salary rates during the training period of any such employee.

Transfer

CAPILANO COLLEGE FACULTY ASSOCIATION

ARTICLE 14.10 RELOCATION OR REASSIGNMENT

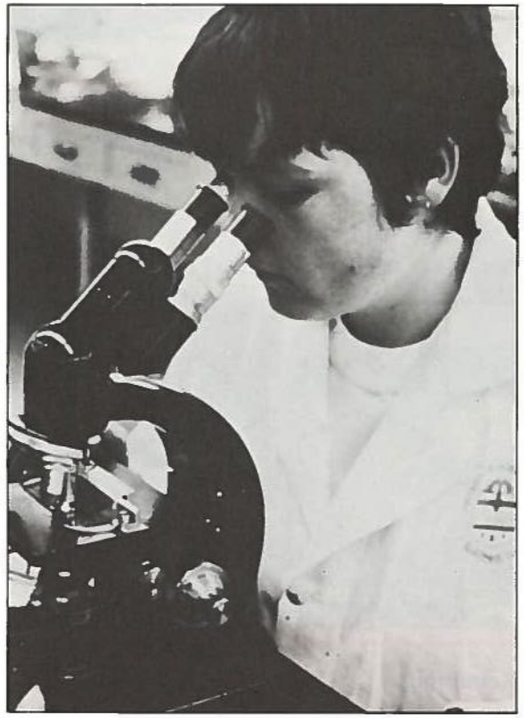
An employee cannot be relocated or reassigned within the College as a result of technological change without the written consent of the employee.

Income Protection

CAPILANO COLLEGE FACULTY ASSOCIATION

ARTICLE 14.09 REDUCTION IN THE NUMBER OF REGULAR EMPLOYEES AS A RESULT OF TECHNOLOGICAL CHANGE

. . .During the period of employment referred to in 11.9 [reduction in employment due to shortage of funds], an employee shall retain his/her placement on the salary scale and level of earnings regardless of any transfer or reduction of duties performed by the employee.



Layoff Protection

B.C. GOVERNMENT EMPLOYEES' UNION AND YM/YWCA (VICTORIA)

ARTICLE 22 TECHNOLOGICAL CHANGE

(2) The Arbitration Board shall decide whether the Employer has introduced or intends to introduce a technological change, and on deciding that the Employer has, or intends to do so, the Arbitration Board:

(b) may, then or later, order one or more of the following:

(iii) that the Employer reinstate an employee displaced by the technological change;

ONTARIO PUBLIC SERVICE EMPLOYEES' UNION AND COLLEGES OF APPLIED ARTS AND TECHNOLOGY (SUPPORT AGREEMENT)

ARTICLE 11 JOB SECURITY

.03 Within three (3) working days of the giving of such notice, there shall be constituted a committee consisting of four (4) persons, two (2) of whom shall be appointed by the Local Union and two (2) of whom shall be appointed by the College. It shall be the duty of the Committee to consider the matter and to make recommendations to the President of the College with respect to:

(a) Alternatives to the action contemplated which might be resorted to in order to prevent or minimize the effects of the action contemplated;

(b) Potential creation of vacancies that might be filled by affected employees by the displacement of part-time employees;

(c) The utilization of other means, such as normal retirements, leaves or transfers in order to prevent or minimize the effects of the action contemplated;

(d) The improvement of employment potential for affected employees by the provision of training or retraining programme, and job counselling;

(e) Investigation of potential alternative job opportunities that might exist for affected employees both within and outside the College, such as comparable employment opportunities that may exist with contractors hired by the College.

B.C. GOVERNMENT EMPLOYEES' UNION, MASTER AGREEMENT

ARTICLE 13.01 LAY-OFF AND RECALL

(4) It is understood that regular employees with more than two (2) years' service seniority will not be subject to lay-off.

COMMUNICATIONS WORKERS OF CANADA (CRAFT AND SERVICES) AND BELL CANADA

ARTICLE 16 LAY-OFF AND RECALL

All employees with six or more months net credited service shall not be subject to lay-off or termination due to technological change, but may elect termination in accordance with the provisions of section 16.07, [termination allowance] as an alternative to being re-assigned or transferred. For employees with less than six months of net credited service, any lay-off or recall resulting from technological change shall be made in accordance with the relevant provisions of Article 11, and termination allowance shall be paid, where applicable, in accordance with the provisions of section 16.07.

Severance Pay

COMMUNICATIONS WORKERS OF CANADA (OPERATORS SERVICES) AND BELL CANADA

ARTICLE 16 TECHNOLOGICAL CHANGE

.09 Termination allowance in amounts computed in accordance with section 16.11 shall be paid to regular employees where the termination is directly attributable to a technological change, unless:

(a) the employee is retiring on pension;

(b) the employee is leaving the service at the compulsory retirement age and is eligible to a deferred annuity;

.10 Termination allowances will not be paid to employees who resign or are dismissed for misconduct, except where that decision has been reversed during the grievance or arbitration procedure.

.11 The amount of termination allowance paid in accordance with this Article will be computed as follows:

TERMINATION ALLOWANCE

Net Credited Service

Period Completed	But less than	No. of Week's Pay
—	2 years	2
2 years	3 years	4
3 years	4 years	6
4 years	5 years	8
5 years	6 years	10
6 years	7 years	12
7 years	8 years	14
8 years	9 years	16
9 years	10 years	18
10 years	11 years	21
11 years	12 years	24
12 years	13 years	27
13 years	14 years	30
14 years	15 years	33
15 years	16 years	36
For each subsequent 6 month period		2

.12 A termination annuity shall be available to an eligible employee who has been displaced from her job as a result of technological change and to whom no other suitable Company employment is available in the same locality.

Such an employee shall be eligible if the job displacement results in a termination of employment and the termination occurs during the period of five years preceding the earliest date on which the employee would have been eligible to a service pension at the employee's option or at the discretion of the Company under the terms of the "Plan for Employees' Pensions, Disability Benefits and Death Benefits" as amended to 1 January 1975. The amount of the termination annuity payable to an employee shall be calculated in accordance with the formula used to determine the amount of the service pension payable under the Plan, reduced by an amount equal to the pension calculated in accordance with paragraph 2(a) or (c) of Section 4 of the Plan, as applicable, multiplied by .5% and by the number of complete months between the date of termination of employment and the earliest date of eligibility to a service plan.

Should the employee be eligible to severance pay under the Canada Labour Code, the termination annuity shall be reduced by the equivalent value of such payments.

Where a deferred annuity becomes payable under the Plan, the termination annuity shall be reduced accordingly; however, the aggregate annuity payment payable to the employee shall not be less than the amount calculated for the termination annuity.

An employee who qualifies for a termination annuity, may elect to receive either a termination annuity, or a termination allowance in accordance with sections 16.09, 16.10 and 16.11 or if available, suitable Company employment in another locality.

Relocation Allowance

COMMUNICATIONS WORKERS OF CANADA (OPERATOR SERVICES) AND BELL CANADA

TECHNOLOGICAL CHANGE

.04 If an employee is transferred or reassigned to another locality as a result of technological change, and the newly assigned office is further from her home than was her former office prior to the transfer or reassignment, and a change of residence is required, the employee shall be reimbursed for moving expenses as approved by the Company and in accordance with Company practice.

Herman

"The computer is demanding a complete service overhaul every six months and two weeks off in August."

Early Retirement

COMMUNICATIONS WORKERS OF CANADA (OPERATOR SERVICES) AND BELL CANADA

ARTICLE 16
TECHNOLOGICAL CHANGE

.13 An employee with 25 or more years of net credited service, working in an office where the number of employees has to be reduced because of a technological change, may request early termination of service.

The Company may accept the request providing, in its view, the number of employees remaining is sufficient to do the work. Where the request for early termination of employment is accepted, the employee shall receive a termination allowance calculated in accordance with the provisions of section 16.11.

HEALTH AND SAFETY

The health and safety effects of VDTs are commonly divided into two categories — radiation effects and non-radiation or ergonomic (workplace design) effects.

The radiation effects of VDTs are still being debated. Employers claim that VDTs are as harmless as watching colour television. But how many of us watch colour TVs from a distance of twelve inches for eight hours a day?

Concern is increasing as reports of cataracts and birth defects are reported by VDT operators. There is no conclusive evidence that VDTs cause these health problems but more research is needed.

The Ontario Public Service Employees' Union is at the forefront of the labour movement in researching the hazards of VDTs. OPSEU has consulted experts to establish the relationship of VDTs and cataracts, and examined the

NATIONAL FILM BOARD OF CANADA

Unions are trying to negotiate contract language to protect workers from health and safety hazards of VDTs.

ergonomic hazards, as well as the radiation effects of VDT equipment. The Union conducted an educational campaign among their members to inform them of the potential hazards of VDTs. In conjunction with this campaign, OPSEU has published a very comprehensive booklet called *The Hazards of VDTs*, which summarizes the hazards and what needs to be done and also includes a sample questionnaire locals can use to gather information on VDTs.

The Canadian Labour Congress is currently compiling the results of an extensive, detailed survey of VDT operators in the affiliates. The results, when published, should be a major source of information for unions trying to bargain protective clauses.

The ergonomic effects of VDTs stem from the design of the work environment — lighting, noise levels, chair and desk height, keyboard angle, viewing distance, etc. Health problems related to ergonomics include eyestrain, backaches, headaches and dizziness.

Very few contracts in this country contain language to protect workers from the health and safety hazards of VDTs. A major breakthrough was achieved by B.C. Government Employees' Union in October, 1981. The following clause provides protection for workers from the ergonomic and possible radiation effects of VDTs. It also provides protection for pregnant employees.

B.C. GOVERNMENT EMPLOYEES' UNION AND OPEN LEARNING INSTITUTE

ARTICLE 21.12
VIDEO DISPLAY TERMINAL

(a) Employees who are required to regularly work directly with Video Display Terminals (VDTs) shall do so under the following conditions:

(i) Such employees are entitled to have their eyes examined by an Ophthalmologist of the employee's choice, as follows:

1. once per year for employees over 40 years of age;

2. once every 2 years for employees under age 40.

(ii) The Institute shall grant leave of absence with pay for employees to have such tests, and the Employer shall assume the costs of such tests where such costs are not covered by insurance.

(iii) Such employees who operate VDTs on an ongoing basis shall have a 10 (ten) minute break away from the VDT after each hour of continuous operation, except where the employee is otherwise entitled to a rest break under Article 13.04(a) or a meal break under Article 13.06. The breaks shall be taken in accordance with the details provided in Appendix H to this Agreement.

(iv) A pregnant employee shall not be required to operate such equipment against her will and such an employee may elect to take alternative work which shall be offered by the Institute or the employee may elect to take an unpaid leave of absence as provided for in Article 20.04.

(v) In the event that the eye tests provided above result in special spectacles being prescribed, the Institute will assume the costs of such spectacles where such costs are not covered by insurance.

(b) The Institute shall agree to take every reasonable step to:

(i) ensure that new VDTs have adjustable keyboards and screens;

(ii) minimize lighting glare;

(iii) arrange for annual tests for radiation or harmful emissions.

The newspaper industry was one of the first places VDTs were used extensively. Here are some examples of good protective clauses negotiated by the Newspaper Guild.

VANCOUVER-NEW WESTMINSTER NEWSPAPER GUILD AND SUBURBAN PRESS LTD.

ARTICLE 9

Each VDT shall be inspected for radiation emissions, both ionizing and non-ionizing, not fewer than once every three (3) months. The results of these tests shall be submitted to the Guild no later than 5 days after the company has received the results of the tests.

VDTS shall be properly maintained and no employee shall be required to operate a machine which he or she has reason to believe may be defective or inadequately or improperly maintained, the Company shall provide inspection and any necessary repairs to ensure that the equipment meets all operating standards and pertinent federal, provincial or Workers' Compensation Board standards. Where higher standards exist or are established governing the operation of, and health

standards for all such equipment, these standards shall prevail for the purpose of this section.

If an employee has been operating a VDT in the final two hours of a shift, the employee shall not be required to operate a VDT less than 30 minutes before leaving the plant.

Where an employee does not cease operating a VDT 30 minutes before the end of a shift, the employer will pay overtime for the period required to make up the 30 minutes.

No employee shall experience a decrease or loss of pay for any rest period or period of non-operation of a VDT negotiated under this Collective Agreement.

VANCOUVER-NEW WESTMINSTER NEWSPAPER GUILD AND HANEY-COQUITLAM

ARTICLE 23
VISUAL DISPLAY TERMINALS

.03 The Guild agrees that employees designated by the company to operate VDTs are to be retrained by the company for this purpose.

.04 In the event an employee who operates a VDT becomes pregnant, she may have the option during her term of pregnancy of electing one of the following, if applicable:

(a) to continue to work on the VDT as normal;

(b) take leave of absence without pay and without loss of seniority;

(c) refrain from working on the VDT but work elsewhere at the paper on a job designated by the company which in the company's opinion is suitable for the employee but this option does not apply unless the company believes there is a suitable position. The company agrees to make reasonable efforts to fulfill this clause.

A certificate of a qualified medical practitioner must be produced to confirm the pregnancy.

Unions are concerned about the effects of VDTs on their members, and will continue to pressure employers for ergonomic improvements, better monitoring of VDT equipment and protection from possible health hazards. Unions are also lobbying governments for stricter legislative standards and more research into the long term effects of VDTs.

Technological change is an issue which affects all workers. It is of particular importance to women who are concentrated in the clerical, sales and service occupations, where the microchip revolution is having its greatest impact. Legislation on technological change is almost non-existent. Only in the federal jurisdiction and three provinces (Manitoba, Saskatchewan and British Columbia) is there any legislative provision for contract re-negotiation when technological change is introduced.

10 Wages

Women workers in Canada earn, on the average, about 58% of men workers' wages. Despite the existence of legislation designed to end wage discrimination based on sex, the gap between men's and women's wages continues to grow. The legislation is obviously inadequate. Unions are now trying to correct the problem at the bargaining table.

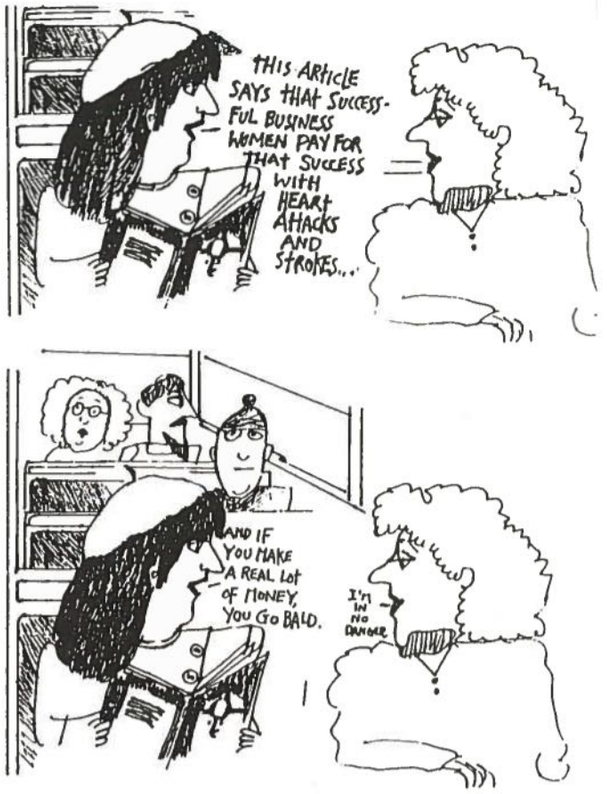
There are three stages in the development of equal wages for men and women:

1. Equal pay for equal work.
2. Equal pay for similar work.
3. Equal pay for work of equal value.

Unions have had some success in negotiating equal pay for equal and/or similar work. However, these successes have not addressed the undervaluation of women's work. What is necessary is a reassessment of the traditional wage structure. The best way to achieve this is through collective bargaining, and later in this section various approaches will be discussed. First, an explanation of these concepts is necessary.

1. Equal Pay for Equal Work

Employers who do not pay men and women the same wage for the same work are practicing overt discrimination. For example, if an employer hires a waiter and a waitress with basically the same experience, and pays the waiter more than the waitress, the employer is not giving equal pay for equal work. Legislation exists in every province to prohibit this practice, but dis-



NICOLE HOLLANDER
"MA, CAN I BE A FEMINIST AND STILL LIKE MEN?"
ST. MARTIN'S PRESS, NEW YORK

R. AUGUST, SASKATCHEWAN GOVERNMENT EMPLOYEES' UNION

Women workers in Canada earn, on the average, about 58% of what men workers earn.

crimination continues. Workers who are not unionized have very little protection against such discrimination. If they do know the legislation exists, many would not know how to go about fighting for their rights.

Unions protect their members against this kind of discrimination with clauses like this:

SASKATCHEWAN GOVERNMENT EMPLOYEES' UNION, GENERAL SERVICE AGREEMENT

ARTICLE 78.1
EQUAL PAY FOR EQUAL WORK

The Government agrees to recognize the principle of equal pay for equal work regardless of the sex of the employee.

Most unionized employers have been forced to eliminate this kind of overt discrimination, though it undoubtedly continues in the non-unionized sector.

2. Equal Pay for Similar Work

Employers may use a more subtle means of discrimination — using different job titles for employees doing substantially the same or similar work. For example, a case in the federal public service was recently settled after years of discussion. The librarians, a predominantly female group, were being paid $3000 a year less than archivists, a predominantly male group.

The case was taken to the Canadian Human Rights Commission who eventually determined that the two groups should receive equal pay for their similar work, and the federal government was required to reimburse the librarian group for lost wages.

Legislation in every province[7] states that employers must give equal pay for the same or similar work. Yet discrimination continues.

Here is an example of a clause which would ensure employees are not victims of subtle wage discrimination for similar work:

B.C. GOVERNMENT EMPLOYEES' UNION, MASTER AGREEMENT

ARTICLE 27.01 EQUAL PAY

The Employer shall not discriminate between male and female employees by employing a person of one sex for any work at a rate of pay that is less than the rate of pay at which a person of the other sex is employed for similar or substantially similar work.

3. Equal Pay for Work of Equal Value

Solving the problem of equal pay for equal or similar work does not solve the problem of women's wages being lower than men's. Men and women work at different jobs. The jobs that women work at are consistently undervalued. For example, even where women's jobs have a higher level of skill, effort, and responsibility than men's jobs, they are often lower paid. An incident of this was evidenced during a dispute with the American Bank Note Company. The skilled Note Inspectors who were mostly women were being paid less than the male Janitors. They were fighting for equal pay for work of equal value.

What must be achieved is an adjustment in the traditional relationship between men's and women's wages.

The Canadian Human Rights Act recognizes the principle of equal pay for work of equal value. It was intended to help bring about a change in the traditional wage relationships in the labour market. However, it is difficult to enforce.

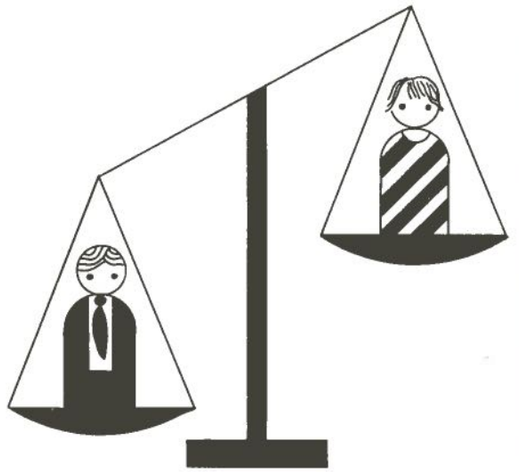
One way of tackling the problem of equal pay for work of equal value is through a job evaluation program. This is a complex process which has not met with much large-scale success. However, it does warrant an explanation.

A program would take two jobs, one dominated by women and one dominated by men, and compare them on the basis of four criteria — skill, effort, responsibility and working conditions. Each of these criteria are given different weights depending on the type of program used.

Here is a simple example of a comparison of two jobs.[8]

	Mail Clerk	Typist
Present wage	$3.29/hr.	$2.15/hr
Skill	2	8
Effort	5	5
Responsibility	7	4
Working Conditions	5	5
Total	**19**	**22**

Most job evaluation programs consider jobs within three points of each other to be of equal value. These jobs as evaluated in the example are of equal value, yet there is wage discrepancy of $1.14/hr.



SOURCE: LABOUR CANADA, WOMEN'S BUREAU

	MEN	WOMEN
1967	$6,431	$3,504
1979	$18,468	$10,609

Where there is a wage discrepancy one of two procedures is followed: the lower wages are brought up to be equal to the comparative job; or the higher paid job is "red circled". (That is, the wage rate remains fixed until the incumbent leaves and then the rate is lowered.) So, in this example, the typist's wage would be increased to $3.29/hr. so that she receives equal pay for work of equal value.

Here is an example of a job evaluation provision:

B.C. GOVERNMENT EMPLOYEES' UNION, MASTER AGREEMENT

ARTICLE 28.02
JOB EVALUATION PLAN

(a) The Employer agrees that no job evaluation plan pertaining to positions covered by this Agreement will be introduced without the mutual agreement of the parties.

(b) To facilitate the orderly introduction of, or change in, job evaluation plans, the Public Service Joint Classification Committee shall consist of an equal number of representatives of each party.

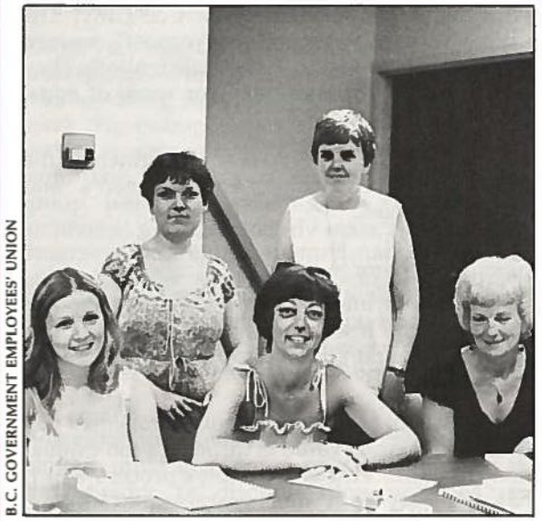
(c) The Committee shall formulate the job evaluation plans used within the Public Service Bargaining Unit and shall make joint recommendations to the bargaining principals for ratification.

(d) The Committee may direct the formation and establish the terms of reference of subcommittees to undertake the mechanics of any study approved by this Committee.

(e) Introduction and establishment of mutually agreed-upon job evaluation plans shall be subject to mutual agreement as to timing, in conjunction with Clause 28.03 [classification and salary assignment].

(f) The Employer may update classification standards where it does not change the relative value of a classification or impact on a classification series. When revised classification standards are issued by the Government Employee Relations Bureau, copies will be filed with the General Secretary of the Union.

In reality, job evaluation is a very complex process. The problems range from how to choose jobs to be compared, to deciding on the weighting of different factors, to coping with members' feelings about the comparisons. It can get bogged down until it becomes only a management ploy to prolong or avoid the process. Because of these reasons job evaluation is often not an effective way to achieve equal wages.



B.C. GOVERNMENT EMPLOYEES' UNION

Unions are developing strategies to negotiate equal pay at the bargaining table.

NICOLE HOLLANDER
"THAT WOMAN MUST BE ON DRUGS"
ST. MARTIN'S PRESS, NEW YORK

Another difficulty with job evaluation is that some unions, usually in the public sector, are prevented by legislation from negotiating classifications. Where this is the case, priority should be given to lobbying for changes to the restrictive legislation. At the same time, alternative strategies should be developed to deal with the problem of unequal wages. (Several of these are covered in this section.) Even where unions can bargain classifications, the issues included in job evaluation are often considered to be "management rights" and unions are prevented from bargaining on this basis.

It is becoming increasingly clear that equal pay must be achieved at the bargaining table. Here are examples of several strategies being used by unions to tackle this important issue.

Across-the-Board Wage Settlements

Percentage increases discriminate against workers at the low end of the wage scale. For example, if the union negotiated a 10% wage increase, a worker who makes $30,000/yr. would receive $3,000, while a worker making $12,000 would receive $1200; a difference of $1800. Since women workers are usually on the low end of the scale, this method serves to worsen women's position and widen the gap between men's and women's wages.

Across-the-board increases mean that every worker in the bargaining unit receives the same amount of money, although it works out to a different percentage of salary. This strategy means that the gap between salaries remains constant.

Front-End Loading

This is another method of increasing wages at the low end of the wage scale. It is a combination of percentage increases and flat rate increases. It means giving workers at the low end of the wage scale a flat rate increase plus a percentage, while the rest of the unit gets straight percentage. This will eventually result in the compression of wage rates in the unit i.e. a narrowing of the discrepancy between high and low ends of the wage scale.

Equalization of Base Rates

Another method of achieving equal pay that is gaining popularity in the labour movement is the equalization of base rates.

In most bargaining units women's jobs are at the low end of the pay scale. Equalization of base rates means raising women's wages so that the base rate for women's jobs is equal to the base rate for men's jobs.

In bargaining, many unions demand "classification adjustments" for particular jobs in the bargaining unit whose wages have fallen behind. Equalization of base rates, in effect, is an

adjustment for women's wages which are behind due to undervaluation, or an historical pattern of percentage increases in wage settlements.

Unions are increasingly using this strategy to equalize wages. It is especially effective where the union is legislatively prohibited from negotiating classifications, a key component of an equal pay for work of equal value or job evaluation program.

In many cases, this strategy is accompanied by a demand for reducing the number of increment levels. Increment levels in wage rates are more common for clerical jobs than for manual labour jobs. The effect is that it takes longer for clerical workers to reach the full rate for the job. The employer uses increment levels to lengthen the time required to pay the employee the full rate for the job.

Increment levels have no realistic relation to experience because employees with experience with another employer still must start at the first increment level. Also, employees usually gain the experience necessary to competently perform the job, in a matter of weeks. Increment levels mean that they do not get paid the proper rate for the job until after two to five years.

Unions can negotiate with the employer to have increment levels phased out over time. By negotiating each round for the abolition of the bottom grade, everyone will be bumped up to next increment. The eventual result will be one rate for a given job.[9]

R. AUGUST, SASKATCHEWAN GOVERNMENT EMPLOYEES' UNION

Public sector employees face an employer who has two roles — one as an employer and one as a legislator.

Bargaining Strength

An important factor in achieving good contract settlements is bargaining strength. If the employer perceives the union members to be united and prepared for job action he will likely be more flexible in order to avoid a strike.

Historically, clerical bargaining units, comprised mainly of women, have been considered to have little bargaining strength. Employers were usually able to negotiate lower wage settlements with these groups because of this weakness.

Where unions bargain by occupational group, employers usually try to force a low settlement with the weakest link first. This strategy establishes a low pattern settlement which the other groups will find difficult, if not impossible, to break.

Clerical workers are in a difficult position. They are usually at the low end of the wage scale, they have traditionally not been a militant group, so the employer usually targets them to establish a low pattern settlement.

In the fall of 1981, the Ontario Public Service Employees' Union took steps to get clerical workers out of this predicament. OPSEU realized that their office and clerical components were underpaid and faced with job loss and the health and safety effects of technological change. The Union launched a province-wide campaign which included pamphlets, buttons, speakers and rallies. The successful campaign convinced the employer that the Union meant business.

During the next round of bargaining the Union achieved a major breakthrough by settling the two groups' contracts at four to six percent above the rate of inflation. The 17,000 members had won an important step towards fair wages.

11 Affirmative Action

Women and minority groups do not have equal opportunities in the labour force. Policies and legislation designed to achieve equality have not been effective. Affirmative action attempts to remedy this situation.

Affirmative action or "progressive employment" is any action designed to remove barriers to equality and improve the economic status of women, visible minorities and the disabled. Each of these target groups has particular concerns. Programs should be developed to meet each group's needs. An affirmative action plan for women could include:

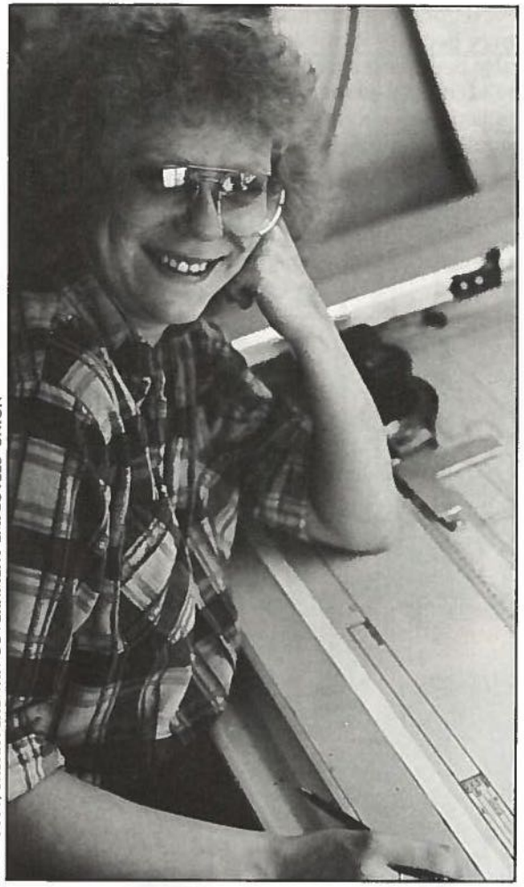
- Equalization of male and female base rates.
- Paid educational leave clauses to assure universal access to education.
- Job evaluation programs.
- Accumulation of seniority during parental leave.
- Broadening the seniority base allowing access to a wider range of jobs.
- Bridging of service provisions.
- Union representation on hiring and promotion panels to ensure no discriminatory questions are asked.
- Union input into training programs and who attends.
- Child care.

Negotiating these kinds of provisions does not necessarily solve all the problems. Why?

1. Attitudes are hard to change. Even where equal opportunity policies exist, traditional attitudes may continue to override even the best intentions. For example, a competition poster for a secretarial position may state that the position is open to both men and women. However, the employer who conducts the interviews may feel that a secretary should be a woman and, therefore, not interview any qualified male applicants.

2. Sometimes opening the door isn't enough. Because of past discrimination and social attitudes, women and minority groups cannot always take full advantage of available opportunities. For example, women do not often consider choosing traditionally male-dominated jobs because they believe themselves unqualified, or because they are unsure of being accepted on the job. Sometimes gaining the acceptance of supervisors and coworkers in that situation is harder to do than the job itself!

3. Systemic discrimination. Systemic discrimination is subtle, usually unintentional discrimination present in an organization's policies and practices. For example, some organizations practice "salary banding." This means restricting eligibility to those applicants already earning a certain salary. This practice precludes application by those women and minority groups who accept low-paying jobs for which they are overqualified, in hopes of advancing.



R. AUGUST, SASKATCHEWAN GOVERNMENT EMPLOYEES' UNION

Affirmative action programs can allow women access to a wider range of jobs.

However, negotiating provisions such as those mentioned, are definitely the first step on the road to equal opportunity.

Unions should be encouraged to negotiate "enabling clauses" on affirmative action. That is, clauses which set the stage for affirmative action by setting up a joint committee to develop the actual program. There are several items which should be included in an enabling clause.

- Structure of the joint committee — Should be 50% management, 50% union with a chairperson mutually agreed to.
- Committee mandate — An outline of what the committee should do.
- Access to information — The committee should be assured access to all information required to do their job e.g. job descriptions, training and promotion statistics, etc.
- Financial commitment — The committee must have financing in order to carry out their assessment. Financial commitment to the implementation of the program is also necessary.
- Time frame — The committee should be expected to complete their task within a reasonable time limit.

Here are two examples of contract clauses:

SASKATCHEWAN GOVERNMENT EMPLOYEES' UNION, GENERAL SERVICES AGREEMENT (LETTER OF UNDERSTANDING)

AFFIRMATIVE ACTION

Notwithstanding the "No Discrimination Clause" the employer and the Association agree to co-operate in formulating and implementing an Affirmative Action Program.

To this end, a joint Affirmative Action Committee shall be established to review all levels of employment for evidence of differential participation by race, sex, physical handicap or other reasons and recommend the necessary Affirmative Action measures. The Committee shall consist of three nominees from each party and shall meet on government time at government expense with no loss of pay.

The implementation of the recommendations of the Committee shall become the subject of collective bargaining between the parties.

CANADIAN UNION OF PUBLIC EMPLOYEES[10] AND VANCOUVER RESOURCES BOARD

ARTICLE 10 AFFIRMATIVE ACTION

(a) A joint union-management Equal Employment Opportunity Program Committee will work to design, implement and monitor an equal employment opportunity program for women and members of minorities for the Vancouver Resources Board work force.

The terms of reference of the Committee are to:

(1) develop a data base for all job classifications;

(2) assign responsibility for implementation of the program to Vancouver Resources Board personnel as relevant and under the direction of the Committee;

(3) examine recruiting, hiring, promotion policies, salaries, and all other conditions of employment;

(4) identify areas of under-utilization and develop specific plans to overcome under-utilization in these areas;

(5) develop numerical goals and time tables;

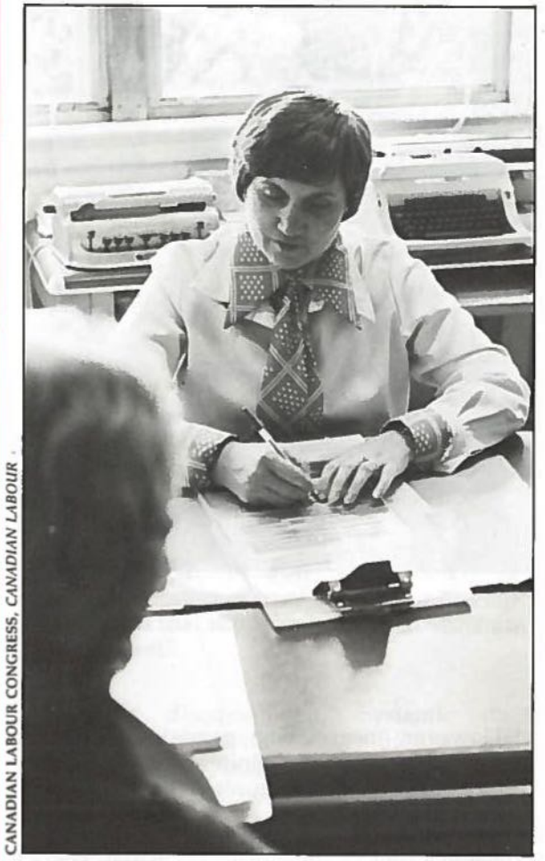
(6) review progress and take necessary steps to ensure the program's effectiveness.

(b) Where there is an Affirmative Action Plan agreed to by Union and Management, seniority may be waived for promotion and hiring purposes in order to implement the plan.

(c) Any step in the Program which would have the effect of altering any existing clause in the contract will only be implemented with the full consent of the unions.

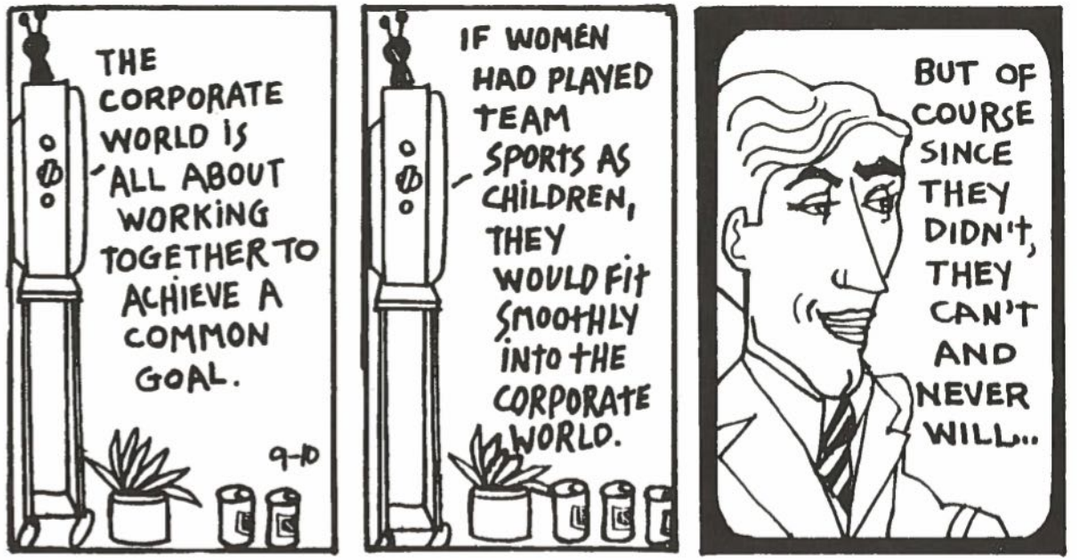
Negotiating affirmative action is difficult not only because it involves changing attitudes, but also because it involves attacking what are usually identified as management rights. In some jurisdictions, unions are denied the right to bargain management rights by legislation.

The barriers to affirmative action are many and formidable. But then, medicare seemed unattainable at one time and so did pensions, and unions won these for their members.



CANADIAN LABOUR CONGRESS, *CANADIAN LABOUR*

A blind social worker at work interviewing a client. She uses a template to help her complete the interview form.



NICOLE HOLLANDER
"THAT WOMAN MUST BE ON DRUGS"
ST. MARTIN'S PRESS, NEW YORK

12 Personal Duties

Traditional sex-role stereotyping often leads employers to expect or even demand personal duties from their female employees. These duties can range from getting coffee, to buying gifts, to remembering anniversaries, to ordering flowers for the employer's spouse. These kinds of demands belittle women employees and detract from the work they were hired to do. Instead of being treated as workers, women are expected to assume the stereotyped role of "office wife."

Because these demands usually come from their bosses, women are reluctant to refuse even though the duties are not a legitimate part of the job.

NICOLE HOLLANDER
"I'M IN TRAINING TO BE TALL AND BLONDE"
ST. MARTIN'S PRESS, NEW YORK

Here are two examples of clauses which deal with this situation.

B.C. GOVERNMENT EMPLOYEES' UNION, MASTER AGREEMENT

ARTICLE 14 PERSONAL DUTIES

(a) It is understood by both parties that work not related to the business of the Public Service should not be performed on the Employer's time.

(b) To this end, it is agreed that an employee will not be required to perform duties of a personal nature for supervisory personnel.

(c) Where an employee directly involved, feels a problem exists in this area, the Union or Employer may take the matter to the Joint Committee which will attempt to resolve the dispute.

YORK UNIVERSITY STAFF ASSOCIATION

ARTICLE 4A

.02 If an employee is required to perform any duties of a personal nature not connected with the approved operations of the University, he/she may file a grievance.

13 Part-time Employees

Many employers deny the benefits of the collective agreement to the part-time workers they employ. Approximately 75% of part-time workers are women. More and more women are working part-time as they find the industries where they dominate (health, education and social services) being cut back.

It is to the benefit of all members of the bargaining unit to have part-time workers included in the contract. If they are not, they act as a pool of cheap labour. The employer may hire more part-time workers because he doesn't have to pay fringe benefit costs. This can eventually lead to the erosion of the bargaining unit and its bargaining strength.

Part-time employees have the same need for sick leave, vacation leave and medical and dental protection. They should be entitled to receive these benefits on a pro-rata basis.

B.C. GOVERNMENT EMPLOYEES' UNION AND CANADIAN CELLULOSE COMPANY LTD.

LETER OF UNDERSTANDING [PART-TIME EMPLOYEES]

It is understood that the regular service of a part-time employee will be converted to the equivalent full-time service when the employee becomes full-time.

While the employee is employed on a continuous part-time basis, all benefits to

R. AUGUST, SASKATCHEWAN GOVERNMENT EMPLOYEES' UNION

Many people work part-time because that is all they can find rather than out of choice. Part-time employees should receive pro-rated benefits.

which the employee is entitled, with the exception of Medical Services Plan, Extended Health Benefits Plan and Dental Care Plan, will be prorated in accordance with the number of hours actually worked compared with the normal daily hours worked, as defined in Article 6.02 of the Labour Agreement.

The benefits under Medical Services Plan, Extended Health Benefits Plan and Dental Care, because of their nature, will not be prorated and will be provided to the employee on a full entitlement.

Many employees work part-time because that is all that they can find, rather than out of choice. Part-time employees should not be treated as second-class citizens by employers taking advantage of the economic crisis.

II Drafting Contract Language

Drafting Contract Language[11]

DEFINE THE PURPOSE

Ask yourself what the problem is that you want to solve. Identify your goals and then draft language which directly meets those goals. Make sure you have covered all aspects of the issue. For example, a clause on child care should include a provision for funding, otherwise the clause will not be as effective.

BE CLEAR AND PRECISE

Contract language should be worded so that members do not need a lawyer to understand it. At the same time, it must not be too ambiguous, so that an arbitrator's job will be straightforward.

Ensure that you specify who the clause applies to, for how long, etc. But avoid the trap of being so specific that the clause will omit certain circumstances or groups of members.

EXAMINE THE CLAUSE IN CONTEXT

You must make sure that the new clause does not conflict with another existing clause in the contract. Remember that a clause dealing with an issue in a specific way *overrides* a clause that deals with the same issue is a general way. For example, a clause that specifies that lay-off shall occur by classification seniority, would, in the case of lay-off, override a general clause that provides for bargaining unit-wide seniority. If you wish one clause to supersede or restrict another, say so in the agreement.

MAKE SURE THE CLAUSE HAS TEETH

One way to strengthen contract language is to define sanctions if the clause has been violated.

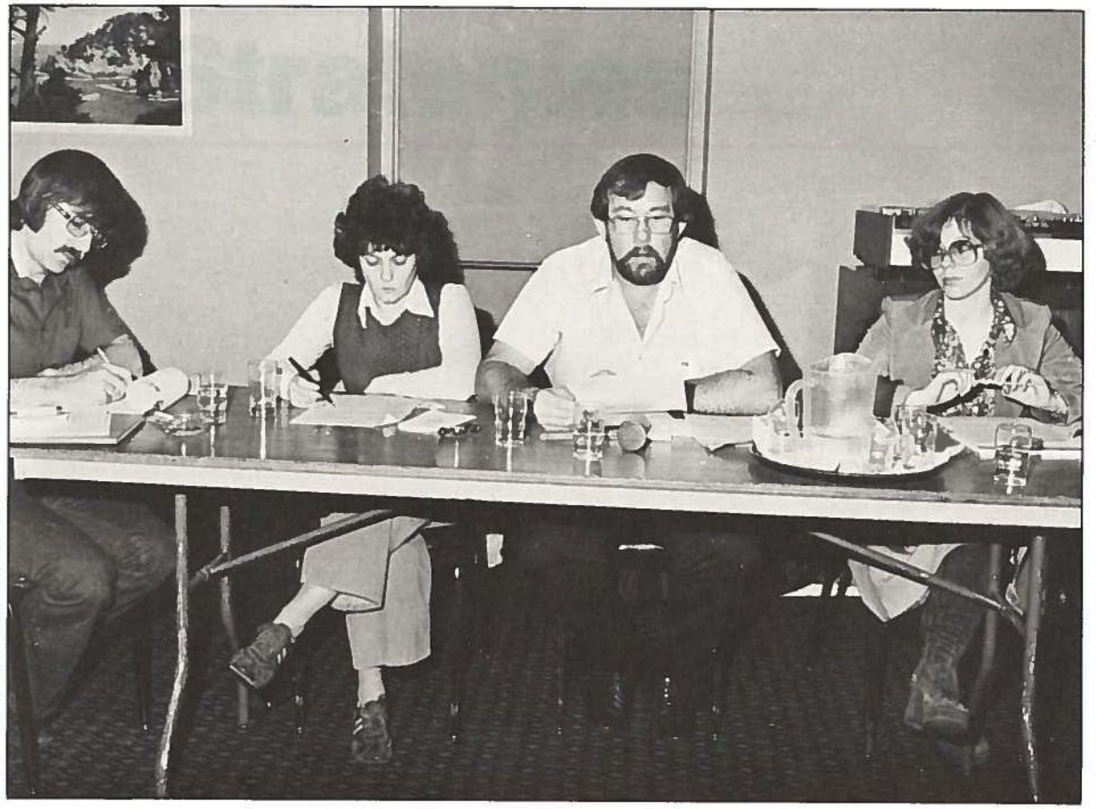
For example, in a sexual harassment clause you may wish to include the provision that the harasser, not the victim, should be transferred.

LIMIT MANAGEMENT'S DISCRETION

Ensure that you know the difference between "may" and "shall". Having "may" in a clause gives the employer more leeway in interpreting the clause. If you want to ensure the action is mandatory, use "shall."

LEAVE ROOM TO NEGOTIATE

Remember, negotiating is a give and take process. Make sure your clause does not give anything away. If there are things you anticipate management will demand, let it come from their side. If you include their demands in your clause, you will have nothing to bargain with. This does not, of course, mean tabling "pie-in-the-sky" demands just to give yourself room to move. For example, in maternity leave and sick or medical leave clauses it is not necessary to include in your demand the requirement of a medical certificate.



B.C. GOVERNMENT EMPLOYEES' UNION

Drafting contract language is an important part of the collective bargaining process.

REFER TO RELATED LEGISLATION

It may be advantageous to refer specifically to legislation and state that the employer shall comply with its provisions. This will allow enforcement of the legislation through the grievance/arbitration procedure.

Be careful not to contradict legislation in your agreement. It is possible that the courts may override collective agreements if they feel the law has been violated.

These are a few basic suggestions to remember when drafting contract language. For further details refer to *Contract Clauses* by Jeffrey Sack. It is a good idea to consult with your union staff who have experience with contract language. They should have an idea about how arbitrators and the employer have tended to interpret language.

Remember that good contract language is necessary to a good agreement. But policing the agreement to ensure the language is followed, is essential.

III Strategies

Strategies

More than good contract language is needed in bargaining equality. The support of the membership and the union executive is needed to get the issue to the table and ensure the employer understands the issue is a serious one. Here are a few suggestions to help with this process.

UNDERSTAND HOW COLLECTIVE BARGAINING WORKS IN YOUR UNION

You need to understand the structure of bargaining in your union e.g. does one agreement cover the whole membership or is there a master and several component agreements? What is negotiable under each agreement? What is the legislative framework for bargaining? How are bargaining demands set? How are they priorized? How are bargaining teams elected?

Now, how do you find these things out?

- Ask your steward.
- Ask a staff representative.
- Attend a basic/advanced steward course sponsored by your union.
- Read your union's newsletter.
- Talk to a former member of the bargaining team.
- Attend meetings.

UNDERSTAND THE BARGAINING CONTEXT

Public sector employees are in a rather unique position when it comes to collective bargaining. We face an employer who has two roles — one as an employer and one as a legislator. It is often difficult for public sector employers to separate these roles. It is very tempting for them to change the rules of the game legislatively, when things are not working out their way.

Public sector unions continue to fight the employers' attempts to politicize bargaining with their employees. Public sector employees should not become scapegoats for governments' ills.

CO-ORDINATE SUPPORT

In order for any issue to be a priority at the bargaining table it must have membership support. You should approach fellow union members and explain the issue and why you think it is important. If your union has bargaining conferences where delegates vote on the demands, you must lobby for your issue like delegates lobby for a particular resolution or candidate at convention time.

You may wish to approach the editor of your union's newsletter and suggest, or offer to write, an article on the issue.

FORM A WOMEN'S CAUCUS

Many union women have found this to be effective. The caucus can be a useful forum to discuss equality issues. Members of the caucus can publicize and organize support for bargaining demands.

RUN FOR ELECTION TO THE BARGAINING TEAM[12]

Once you are familiar with the process of collective bargaining in your union, you may decide you want to become a member of the bargaining team. This may be very easy or very difficult depending upon your union's structure. When collective bargaining takes place at a regional, provincial or even national level it may be difficult to gain a place on the team if you have little or no experience in negotiations. However, unions which bargain at the local level are often anxious to recruit members to the team and develop their skills. Some unions provide courses on negotiating which can help you. If you do run for election to the bargaining team, you should identify your interest in promoting equality issues. However, do not isolate yourself from the rest of the issues important to your members. You may jeopardize your chances by restricting yourself to being a "one-issue" candidate.

Publishing articles in your union's newsletter is a good way to educate members about equality issues.

If you are elected as a member of your union's bargaining team, ensure that you keep in touch with the members you are representing. Your union will, no doubt, have a policy or practice on how this is done. You should be aware of what it is. Some unions are very open about what demands are on the table and the progress being made. Other unions prefer to present the final package to members and receive their feedback then.

MAKE YOUR SUPPORT VISIBLE TO THE EMPLOYER

Again, this may vary from union to union. You should find out your union's position before initiating any action. Here are a few examples of ways to make support for equality issues visible.

- Organize lunch hour meetings.
- Write letters to the editor of your local newspaper condemning the employer's lack of action.
- Attend, and be vocal, at union meetings called to discuss negotiations.
- Keep in touch with your union's leadership and negotiators to make sure they know you are interested.
- Supply information to your union which may be useful at the table e.g. examples in your workplace of the impact of technological change.

OTHER RESOURCES

Where it is appropriate, you may wish to use the resources and support of women's groups in the community and coalitions of union women. Local women's groups may be able to supply pamphlets or resource persons for your union meet-

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Sometimes unions are forced to demonstrate to the employer they are serious about their bargaining demands.

ings. Coalitions of union women may have valuable experience in negotiating equality issues that you can draw on.

DON'T ISOLATE YOUR GOALS

Equality issues are not solely women's issues. They don't all affect all women nor do they exclude all men. For example, single fathers may support demands for the family illness leave and parental leave. Male members may not be victims of sexual harassment, but may have wives, mothers, daughters and sisters they want to see protected from harassment. Women whose children have grown up, may be supportive of child care demands because they remember how hard it was for them. Cases such as these should be brought forward to illustrate the impact of equality issues on all members.

Labelling equality issues as solely "women's issues" can be detrimental. It can allow important issues to be discarded as "only affecting part of the membership" or "something the women's committee should look after." It can also serve to alienate the valuable and necessary support of those who feel they are not affected.

Equality issues need not be divisive, but education is required to ensure this is not so. Part of the job is to sensitize members to the present situation and historical circumstances which make it so that women are more affected by some of the issues. The other part is to show members how the achievement of equality will have a positive impact on all members.

SUPPORT YOUR UNION

Remember that negotiating is a give and take process. The final outcome is the result of compromise on *both* sides. An unsatisfactory settlement may stem from the employer's refusal to negotiate the issue. Often union negotiators must settle for 'a-foot-in-the-door' that can be improved on during the next round of bargaining.

If you feel your concerns are not being dealt with, re-examine your strategies. You may want to include running for the union executive!

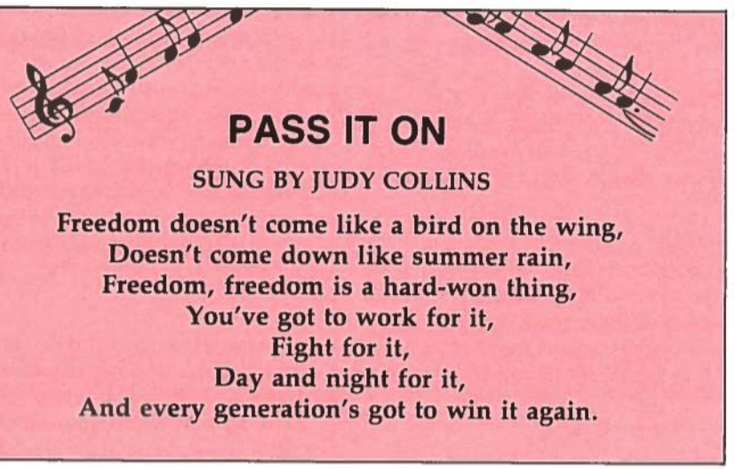
Criticizing your union or becoming discouraged and giving up will not achieve equality goals. The fight for equality should be pursued through each round of bargaining until it is won.

Conclusion

Collective bargaining is one of the best ways workers can achieve fundamental, progressive change. It is a continuous process and sometimes agonizingly slow. But if some steps are achieved with each round of bargaining, progress is assured. The clauses in this booklet indicate that unions in Canada are making headway in this direction.

The National Union of Provincial Government Employees represents over 100,000 women members. This booklet is part of our ongoing program to educate and provide useful resources to our members on equality issues.

We hope this booklet will be a helpful manual for unions trying to achieve equality for their members. The fight for equality continues on many fronts including research, education, lobbying and collective bargaining. Only through our collective strength will we be able to change society into a better, more equitable place to live and work.



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Achieving equality through collective bargaining will have a positive impact on all workers.

Appendix

Bargaining Strategies for Equality (Course Description)

The primary objective of this course is to provide participants with the knowledge and skills required to bargain for equality in the workplace. It begins on the assumption that participants are familiar with the problems of women workers. The course trains them to provide leadership in collective bargaining issues affecting women.

Eight sessions, representing approximately 27 hours of classroom time prepare students to do research on the problems of women and on equality options; to build support and establish support structures within the local; to prepare issues for the bargaining table; and, ultimately, to negotiate them. These skills are developed solely in reference to equality issues. That is to say, the course does not attempt to cover comprehensively the skills associated with collective bargaining. Instead, it enables students to consider the special problems that arise when building support for and negotiating relatively new and controversial items that improve the status of women workers.

While the priority of the course is skill development, it also seeks to deepen participants' understanding of the systemic barriers to equality built into our social, economic and political systems. Trade unionists who bargain and lobby for change are effective only in so far as they comprehend the full extent and origins of discrimination.

Target Groups and Prerequisites

As indicated, *Bargaining Strategies* is a second level course intended for trade unionists who possess one or more of the following qualifications:

(a) Experience in dealing with equality issues.

(b) Experience in collective bargaining and other trade union activities.

(c) Trade union education, particularly as provided by the Introductory course "Equal Opportunity."

The target group then refers to activists who are in a position to provide leadership in the area of equality issues. The group would include staff representatives, negotiators, union executive members and activists who instruct in this subject. Such a group would possess public speaking skills, confidence in the classroom, initial exposure to equality issues and a good familiarity with trade union problems and issues.

It is recognized that the target identified above may include experienced trade unionists who have not had an opportunity to consider in any depth the problems of women workers. For this group, a three-hour module consisting primarily of an awareness session might serve as the introductory session to the course.

FOOTNOTES

[1]Refer to Drafting Contract Language — "Leave Room to Negotiate" section.

[2]For further information on maternity leave legislation in Canada see "Maternity Leave in Canada," published by the Women's Bureau of Labour Canada.

[3]See Drafting Contract Language — "Leave Room to Negotiate" section.

[4]From "Local Union Guide for Establishing Child Care Centres," Carol Haddad, Labour Program Service, School of Labour and Industrial Relations, Michigan University, 1979.

[5]For further information see "Work-Related Day Care — Helping to Close the Gap," Bureau of Municipal Research, Toronto, September 1981.

[6]For further information on negotiating technological change consult: "Automation and the Office Worker" published by APEX (Association of Professional, Executive, Clerical and Computer Staff), London, England, 1981.

[7]Except New Brunswick, where the provision is deemed to be included in the general anti-discrimination provisions in the Human Rights Code.

[8]"Equal Pay for Work of Equal Value," Equal Pay Coalition, 1977.

[9]For further information, see "Bargaining Kit on Salary Increments," CUPE Research Department.

[10]CUPE has published a manual on implementing Affirmative Action called, "Equal Opportunity at Work."

[11]Adapted from "Contract Clauses" ed. Jeffrey Sack, Howard Goldblatt, January 1980.

[12]The CLC has developed a very good course entitled "Bargaining Strategies for Equality." It is designed to teach negotiators how to bargain equality items. The course description is included in the Appendix.

The National Union of Provincial Government Employees (NUPGE) has more than 230,000 members in eight provinces:

British Columbia Government Employees' Union;
Alberta Union of Provincial Employees;
Saskatchewan Government Employees' Union;
Manitoba Government Employees' Association;
Ontario Public Service Employees' Union;
Ontario Liquor Boards Employees' Union;
Prince Edward Island Public Service Association;
Nova Scotia Government Employees' Union;
Newfoundland Association of Public Employees.

NUPGE is an affiliate of the Canadian Labour Congress and Public Services International.

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