

Women's Issues and Collective Bargaining

Pradeep Kumar

School of Industrial Relations, Queen's University

Lynn Acri

Ontario Ministry of Government Services

ISBN: 0-88886-309-8
Printed and bound in Canada.
September 1991

Industrial Relations Centre
Queen's University
Kingston, Ontario
Canada K7L 3N6

© 1991 Queen's University IRC

This paper was presented at the Annual Meeting of the Canadian Industrial Relations Association at Kingston, Ontario, June 2-4, 1991.

Table of Contents

Introduction.....	1
Union Agenda and Key Collective Agreement Clauses on the Bargaining Table.....	2
1. Gender Neutral Language	3
2. No Discrimination Clause	3
3. Sexual Harassment	4
4. Affirmative Action (Employment Equity)	4
5. Family Related Leave	5
a) Maternity Leave	6
b) Paternity Leave	6
c) Adoption Leave.....	7
d) Parental Leave.....	7
e) Family Responsibility Leave.....	7
6. Child Care	8
7. Technological Change.....	8
8. Part-time Worker Rights	9
Incidence of Collective Agreement Clauses on Women's Issues.....	10
Differences in Incidence by Union	11
Conclusions.....	12
Appendix.....	14
References.....	17

Short Abstract

This paper examines the bargaining agenda of major Canadian unions in Ontario with respect to women's issues, and evaluates their efforts towards incorporating specific clauses pertaining to these issues into their collective agreements. The study reveals that union efforts to achieve a better deal for women have had mixed success.

Introduction

Since the early 1960s women have been entering the paid labour force in large numbers. The female participation rate has more than doubled in the past three decades, from 28 percent in 1960 to 58 percent in 1990. Women today constitute 45 percent of the labour force (Statistics Canada 1991). If the present rate is maintained, according to the Employment and Immigration Canada, by the year 2000 over half the workforce will be women (Employment and Immigration Canada 1991).

The growing prominence of women, however, has had little impact on their labour market status. Women are still paid considerably less than men. They continue to "overcrowd" a few select occupations and industries, and in spite of their educational achievements and levels, which on an average are now comparable to those of men, Canadian women have been unable to make significant advances in the workplace. Three out of four women's jobs are in the service sector and close to three-quarters of part-time workers are women (Statistics Canada 1988; 1991). Such concentration levels have resulted in female "ghettos" with low wages, poor employee benefits and limited job security. For many working women, especially those who are married and have young children, work outside of the home essentially means holding two jobs, commonly referred to as "the double burden", particularly since household tasks remain gender-segregated (Koziara et al 1987).

The labour market plight of women has focused attention on issues such as pay and employment equity, comprehensive maternity, paternity and other family responsibility leave, better child care facilities, equal treatment and opportunities, and a non-discriminatory working environment free from sexual harassment. While these so-called women's issues are equally important to both men and women and therefore require concerted social action, they have become an integral part of the Canadian labour movement's active legislative and bargaining agenda in recent years. Unions have been lobbying governments for progressive legislation as well as attempting to improve the situation of women by placing these issues on the bargaining table.

The purpose of this paper is to examine the bargaining agenda of selected major Canadian unions on women's issues and the effectiveness of their efforts towards incorporating these issues into their collective agreements. The focus of the study is on Ontario. The first section highlights the union agenda and the common provisions the unions have been pursuing at the collective bargaining table. The second section analyzes the frequency of the collective agreement clauses on women's issues overall and of selected unions. The final section summarizes the finding and their implications. Appendix provides a profile of labour organizations included in the study.

Union Agenda and Key Collective Agreement Clauses on the Bargaining Table

Sexual and racial equality is an integral part of the Canadian labour movement's economic and social policy agenda. A policy paper, adopted at the 18th constitutional convention of the Canadian Labour Congress (CLC) notes:

Throughout their history, trade unions have fought for equality through both the collective bargaining and the legislative process. In recent years much of the concern with equality has focused on the equality for women and other groups that have been disadvantaged in the labour market. . . While some progress has been made in both the collective bargaining and legislative spheres, it has not been sufficient to have a real impact on inequalities based on gender, race, disability and sexual preference (Canadian Labour Congress 1990a).

The paper discusses several manifestations of women's inequality that require attention, including inequities in pay and employment opportunities, violence against women, attempts to recriminalize abortion, inadequate child care and parental leave, and unequal sharing of household responsibilities. The paper exhorts affiliated unions to "renew and strengthen" their commitment to the struggle for equality, and directs that their "collective bargaining practice must not only conform with equality legislation, but it must clearly lead the law."

The equality challenge is succinctly articulated in the document The Equality Challenge: Taking Hold of Our Future (Canadian Labour Congress 1988a), prepared for the CLC's sixth biennial National Women's Conference. The document illustrates the challenge by looking at three key areas: social issues, economic issues, and human rights concerns. It examines the growing labour force participation rate of women, the changing family, the "generation" gap or the differences between older women and younger women, trends in employment, the move towards privatization, deregulation and contracting out and the lack of progress on human rights, and derives implications of these developments for unions' legislative and bargaining agenda. The issues highlighted for trade union strategies and programs of action include pensions, child care and parental leave, child care facilities, part-time work, increasing employer reliance on contracting out of services, the wage gap, unemployment insurance and such human rights issues as racism, sexual orientation and harassment, and the right to privacy. The document discusses a three-fold program of action to improve the status of women: 1) increased participation of women in unions; 2) high priority on issues of importance to women in collective bargaining demands; and 3) legislative and political action by becoming a strong voice for political change and by active participation in "the networks and coalitions that share a vision of women's equality" (Canadian Labour Congress 1988a).

The Ontario Federation of Labour (OFL) has been actively pursuing these goals and strategies since 1982 through legislative lobbying, assisting affiliated unions in negotiating appropriate collective agreement clauses, coalition-building, and initiatives towards increased participation of women in union decision-making processes (Ontario Federation of Labour 1990). The OFL has developed specific policies and programs on monitoring and enforcement of pay equity, employment equity, child care and on work and family related issues (Ontario Federation of Labour 1987, 1988, 1989). The federation has also prepared

model collective agreement language clauses on women's issues which affiliated unions may use as guides during negotiations (Ontario Federation of Labour, undated).

Of the eight unions included in this study, all have specific bargaining policies and agendas on women's issues. The two largest public sector unions, the Canadian Union of Public Employees (CUPE) and the Ontario Public Service Employees Union (OPSEU) have the most detailed policies and programs of action. CUPE's policies are included in its policy statements (CUPE 1991), various information kits on major issues (e.g., sexual harassment, part-time work, job sharing, and parental leave), pamphlets and proceedings of National Women's Conference. The information kits contain details of union policy, legislation in various jurisdictions and suggested contract clauses (see for example CUPE undated on sexual harassment). CUPE also encourages the locals to form women's equal opportunity committees. These committees are designed to educate members on women's issues, ensure that women's concerns receive serious attention in bargaining priorities and strategies, to formulate priority demands for female members, and to monitor changes in employer policies that affect women. The OPSEU's policies are included in a large Policy Manual which is revised frequently (Ontario Public Service Employees' Union 1989). The Communications and Electric Workers of Canada (CWC), The Public Service Alliance (PSAC), and Steelworkers (USWA) have a number of policy documents on specific issues. The Canadian Auto Workers' (CAW) social and political agenda and collective bargaining demands are found in their Bargaining and Political Convention Report, produced every three years (see for example Canadian Auto Workers 1990). The CAW also has information kits on child care and sexual harassment. The Ontario Nursing Association's (ONA's) policies are found in occasional reports, briefs and summations. The Federation of Women Teachers (FWTAO) produces a guidebook of policies and procedures, model collective agreements, and occasional pamphlets on specific issues (e.g., part-time teachers, paid pregnancy leave). Reviews of literature on union policies and programs demonstrate clearly that the unions' bargaining agenda on women's issues has changed dramatically over the past decade (see Acri 1990; Ritchie 1987). The following are some of the key clauses which have become a priority for unions on the bargaining table.

1. Gender Neutral Language

For many years, collective agreements have been written using only masculine pronouns such as he/him and masculine occupational titles such as 'journeyman'. Recently however, unions such as the CAW and OPSEU have been pressing to have their collective agreements written entirely in gender neutral language such as he/she and 'journey person' or 'journey man/woman' (see for example the Master agreement between CAW and General Motors of Canada 1987). Another option unions have been pursuing is the inclusion of a clause which states that wherever the masculine is used in the agreement, it shall refer equally to the feminine (CWC and Mitsubishi Electronics Midland). This allows female employees to identify more fully with the contract.

2. No Discrimination Clause

Although human rights legislation in all Canadian jurisdictions prohibit discrimination on the grounds of sex, colour, marital status, race, religion or creed, age and disability (Barnacle 1989), the Ontario

Federation of Labour advises all affiliated unions to negotiate a no-discrimination clause in every contract to allow grievances on sexual harassment or job requirements (Ontario Federation of Labour, undated).

For example, the Ontario Human Rights Code Section 4 (1) states "every person has a right to equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offenses, marital status, family status or handicap." Unions such as CUPE, PSAC, USWA, and the CAW have negotiated no discrimination clauses into their collective agreements to allow employees to file grievances rather than going through the Human Rights Commission, a process which unions believe can be very time consuming and costly (OPSEU Local 539 and George Hull Centre for Children and Families; CUPE Local 2 and Toronto Transit Commission).

Although grievances pertaining to sexual harassment can be filed through the no discrimination clause, most unions recommend that a separate and more detailed clause relating to sexual harassment be included in the collective agreement.

3. Sexual Harassment

Surveys done in the United States and Canada consistently show that between seven and nine out of every 10 women suffer sexual harassment at least once in their working or academic lives. Of these women, nearly 48 percent lose their jobs, either because they are fired or because the working conditions become so intolerable that they feel compelled to quit (Canadian Union of Public Employees, undated). In addition to losing their jobs, many victims of sexual harassment suffer stress, anxiety, headaches, and nervous disorders which can require medical attention. Having recognized the importance of sexual harassment clauses, all of the unions in this study, as well as the CLC and the OFL, have placed sexual harassment clauses high on their list of negotiating priorities.

The Ontario Human Rights Codes Section 6 (2) states that "every person who is an employee has a right to freedom from harassment in the workplace because of sex by his or her employer or agent of the employer or by another employee." Similar to no-discrimination clauses, the inclusion of a sexual harassment clause allows employees to pursue complaints through the grievance procedure, rather than through the Human Rights Commission. Many sexual harassment clauses are quite detailed in defining harassment and provide specific information on complaint and investigation procedures, protection and compensation for victims and disciplinary measures for the perpetrator (USWA Local 3561 and Stelwire-Frostworks Stelco Inc).

4. Affirmative Action (Employment Equity)

Affirmative action is a comprehensive strategy aimed at eliminating systemic discrimination from the workplace while improving the status of women and other disadvantaged groups who have suffered discrimination. Comprehensive affirmative action programs include such initiatives as the accumulation of seniority during parental leave universally accessible child care, protection from sexual harassment, equal pay for work of equal value and employment equity programs.

Employment equity, a more focused aspect of affirmative action program strategy, involves actively recruiting and promoting members of designated groups so that the percentage of designated groups at every level of the organization reflects that of the general population. Every union in this study as well as the CLC and OFL recognize the importance of negotiating an employment equity program into the collective agreement, particularly in light of the failure of voluntary programs. CAW and OPSEU have developed detailed general and specific principles, goals and guidelines for employment equity clauses (Canadian Auto Workers 1987; National Union of Provincial Government Employees 1990). The best employment equity programs, unions believe, are designed, implemented, monitored and assessed jointly by unions and management. The programs should also ensure that the disadvantaged groups are fairly represented both in terms of number and status within the organization. Examples of employment equity clauses negotiated by public and private sector unions include CUPE Local 16 and Sault Ste. Marie Board of Education; CAW and 3M Canada Inc., London, Ontario; and the 1984 CAW agreement with General Motors of Canada. The CAW-GM program was recognized by the Ontario Women's Directorate as innovative (Canadian Auto Workers 1987).

5. Family Related Leave

All of the unions in this study as well as the CLC and OFL are strong supporters of all of the different types of family related leave, including maternity, paternity, adoption, parental and family responsibility leave. It is their contention that if women are to participate fully in the workforce they cannot be penalized in any way for the fact that they bear children. The family leave provisions have become an important bargaining priority for unions. Unions like CUPE, OPSEU, USWA and CAW contend in their union literature that while some progress has been made in recent years, through legislation and collective bargaining, family related leave provisions are inadequate and need significant improvement. The Canadian Labour Congress at its 1990 convention called for a comprehensive maternity, parental and family responsibility leave benefits. In particular, the convention asked for changes in the Unemployment Insurance to: eliminate the two-week waiting period for 17 weeks of maternity leave; an additional 24 weeks of parental benefits for either natural or adoptive parents; no limit on the weeks of combined maternity, parental and sickness benefits; full replacement of insurable earnings; and benefits to cover 10 days of paid family responsibility leave (Canadian Labour Congress 1990b).

The Unemployment Insurance Act (UI) was revised last year to increase the flexibility and duration of maternity, paternity, and sickness benefits. Under the new provisions, 15 weeks of maternity benefits in the period surrounding the birth of a child would be available in addition to 15 weeks of sickness benefits. Ten weeks of parental benefits would be available to natural or adoptive parents, either father or mother, or shared between them. More than one type of special benefit could be claimed within the same benefit period, up to a cumulative maximum of 30 weeks. However, the two-week waiting period and the benefit ceiling of 60 percent of the weekly insurable earnings remain unchanged (Coates 1990).

To facilitate changes in the UI program, and to strengthen protection for employees on family related leave, Ontario's Employment Standards Act (Bill 14) was recently amended with respect to pregnancy and parental Leave. The Act now provides that "a pregnant employee who started employment with her employer at least 13 weeks before the expected birth date is entitled to a leave of absence without pay." This law specifies that women who meet this service requirement are entitled to 17 weeks of unpaid leave;

up to 17 weeks may be taken prior to the estimated date of delivery, and no less than six weeks must be taken after the birth, still-birth or miscarriage unless the employee gives the employer four weeks written notice. Upon return to work, the employee is entitled to be reinstated to the position held prior to going on leave, or to a position of a comparable nature. In addition, the employee must not be paid less than the wages paid at the time the leave began, seniority accrues during the leave, and the employee continues to participate in her benefit plan unless she elects not to do so in writing. Bill 14, Section 38a states that an employee who has been employed by his or her employer for at least 13 weeks and who is the parent of a child is entitled to a leave of absence without pay for up to 18 weeks following either the birth of the child or the coming of the child into the custody, care and control of a parent for the first time. In addition, the employee must not be paid less than the wages paid at the time the leave began, seniority accrues during the leave, and the employee continues to participate in his/her benefit plan unless he/she elects not to do so in writing.

a) Maternity Leave

The current UI system in Canada provides only a limited income protection to those out of work. The maximum weekly benefit in 1991 was only \$408, 60 percent of the maximum insurable weekly earnings. For this reason, many unions are focusing on having "top up" payment clauses included in the collective agreement. Top up payments occur when employers pay the difference between the UI benefits and a negotiated percentage of salary. The OFL and CUPE for example advocate the following:

- 1) A payment equal to 95 percent of weekly gross salary for each of the two weeks of the waiting period required by the UI Plan; and
- 2) Payments equal to the difference between 95 percent of weekly gross salary and the UI payments received for each of the 15 weeks that the employee receives UI benefits.

Top up levels can range anywhere from 65 to 100 percent of a woman's wage.

Unions have also pursued the inclusion of seniority and benefit protection clauses for employees on maternity leave (CUPE Local 27 and The Windsor Board of Education; OPSEU and the Centre for Spanish-Speaking Peoples). However, with the introduction of Bill 14, amending the Employment Standards Act, in November of 1990, this type of clause may not remain a high priority in Ontario.

b) Paternity Leave

The absence of paid paternity leave serves to penalize workers for becoming parents. By preventing or limiting the activity of the male parent, sex stereotyping and inequality are reinforced by placing the full responsibility of child rearing on the woman. The unions in this study have varying agendas when negotiating for paternity leave. The most basic form of paternity leave allows fathers one day off to assist with the birth of the child. In contrast, CUPE is working toward a minimum of five days paid paternity leave at the time of the birth or adoption. It should be noted that with the introduction of Bill 14 in Ontario, natural and adoptive fathers are now entitled to take up to 18 weeks unpaid parental leave.

c) Adoption Leave

Adopting a new child into the family requires a period of adjustment and bonding as would a natural birth; the only difference being that natural mothers require time to recuperate. In addition, workers who adopt a child should no more be penalized for adopting a child than natural parents should be for having a child.

Under UI, adoptive parents are entitled to up to 10 weeks parental leave benefits ending no later than 52 weeks after the child comes into the home providing the parent meets the 20 weeks insurable earnings eligibility requirement.

The unions in this survey generally agree that all the considerations extended through maternity leave should apply equally to adoptive parents. This includes the "lopping up" of UI benefits, the accrual of seniority while on leave, and the continuation of employer contributions to the benefit plan.

d) Parental Leave

Parental leave for the purpose of this study is defined as leave granted to either the mother or the father in addition to the 17 weeks of maternity leave. By providing additional unpaid leave, mothers and fathers would be able to spend more time with their infants which would also lessen the demand for child care services. Unions also point out that a leave of this type will help to alleviate the desperate need for infant care which is expensive and difficult to find.

There is considerable diversity in the language on this issue that unions are attempting to incorporate into their collective agreements. The CLC, OFL, CUPE, and PSAC contend that parental leave should be made available to either parent for the care of an infant up to a joint total of one year after the birth or adoption (CAW and A.G. Simpson Company Ltd.). It is the policy of the FWTAO that a teacher should be entitled to an unpaid child care leave of up to two years.

e) Family Responsibility Leave

For working parents it is often difficult to schedule medical, dental or school appointments for children during non-working hours. Family responsibility leave allows parents to attend to the needs of their children. It also allows parents to take care of a sick child or a family emergency. Traditionally, many parents have used their own sick days to attend to family responsibilities of this type. This can be detrimental to the health of the parent in that they have little, if any, sick leave for themselves in order to recuperate from illness.

The CLC, PSAC, CAW and CWC advocate a 10 day leave per year in order to deal with problems and emergencies relating to their children. The USWA is attempting to negotiate a family responsibility leave clause that would normally amount to one or two days at a time to a maximum of five to 10 days per year per dependent child or adult. Among the family responsibility clauses, the agreement between PSAC and Treasury Board (Education) is noteworthy. The clause provides up to five days of leave for family care.

6. Child Care

In 1986, 58 percent of all women with children under the age of three were in the labour force (Canadian Labour Congress 1988b). The supply of quality, affordable child care is, however, falling far behind the demand. In Canada, there are only 220,517 licensed spaces for the two million children who need care. Every labour organization in this study advocates the introduction of universally accessible, quality child care.

Although the labour movement is lobbying the government for the introduction of publicly funded universal child care, many unions are addressing the need for child care at the bargaining table. The different initiatives unions have been pursuing include the establishment of an on-site or centrally located child care centre, employer purchase of spaces or the negotiation of priority placement for employees' children in an existing child care facility and child care subsidies for parents (CAW and General Motors of Canada; PSAC and National Defence; FWTAO model clause).

7. Technological Change

Technological change can be defined as "any change in the method of organization, machinery, materials, job content, or degree of control a worker has over his/her job" (Ontario Public Service Employees Union 1989). Technological change has had a profound impact on women due to the fact that 80 percent of women in the labour force are concentrated in five occupational areas: secretarial, clerical, nursing (and related health support jobs), teaching, and small manufacturing. These are the very jobs in which profound changes are taking place through the introduction of such things as word processors, stock monitoring systems in retail stores and patient monitoring systems in hospitals.

Unions believe that the introduction of technology will lead to numerous problems such as a speed up of work and the deskilling or elimination of many positions. Collective bargaining initiatives which address these concerns can be divided into two areas: impact on jobs and workplace health and safety.

Unions have several concerns with respect to the impact of technological change on jobs. For example, many unions are seeking longer advance notice and consultation on technological change, and to include clauses which prohibit lay-offs as a result of the introduction of technological change. In addition, some unions are attempting to have clauses inserted which guarantee that workers will receive the training necessary to operate the new technology.

The second concern regarding the introduction of technological change pertains to the health and safety of employees. Paramount among these concerns for women is the effect of visual display terminals (VDTs). VDTs have been linked to such health problems as cataracts, sterility and leukaemia (Ontario Public Service Employees Union 1989). Clauses such as allowing pregnant employees the right to refuse to work on VDTs with the possibility of a transfer to another position or unpaid leave of absence, better monitoring of VDT equipment, regular machine testing, and more frequent breaks are a few of the options available to unions to protect workers from the harmful effects of VDTs. Sample clauses on technological change related issues include USWA Local 3933 and Algoma Steel, CWC and Bell Canada, and OPSEU and Management Board of Cabinet.

8. Part-time Worker Rights

The growing trend among employers to shift to part-time employment has presented a fundamental challenge to the labour movement. In order to dissuade employers from replacing full-time with part-time employees, unions have been actively pursuing seniority and benefits coverage for part-time employees. As well, unions have been concerned with negotiating similar pay scales for part-time and full-time employees including shift premiums and overtime pay when they work in excess of their regular hours.

Job sharing has become increasingly important in recent years, especially for women in professional occupations where part-time work opportunities with employee benefits have not traditionally been available. Job sharing is a voluntary arrangement made between two or more individuals and their employer which enables the employees to share what are normally the duties of one full-time person. Job sharing is distinct from other forms of part-time work as it usually pays wages and benefits that are prorated with those paid to full-time counterparts (Labour Canada 1983).

Unions such as OPSEU and CUPE are cautiously pursuing job sharing as an option. Unions fear that job sharing provides employers with an opportunity to replace full-time positions with part-time. Unions also fear that job sharing may contribute to developing new 'job ghettos' at higher levels in the organization by removing essential decision-making responsibilities and by making upward mobility more difficult for job sharers. To prevent this from happening, unions are attempting to have strict guidelines negotiated into their collective agreements in order to protect both the employees and full-time status of existing positions. Examples of clauses on part-time worker rights negotiated by unions include OPSEU and George Hull Centre for Children and Families, CWC and The Complex Corporation. Sample job sharing clauses are found in agreements between FWTAO and Elgin County Board of Education and the ONA and Hamilton Civic Hospitals.

Incidence of Collective Agreement Clauses on Women's Issues

Table 1 presents a summary of the statistical frequency of collective agreement provisions on selected contract clauses of concern to women workers. Both the percent of agreements containing such clauses and the percent of employees covered are shown. Columns (1) and (2) relate to all coded agreements in Ontario while columns (3) and (4) provide information on combined total of agreements of unions selected for the study. Selected unions for agreement analysis include CUPE, OPSEU, CAW, USWA, Communication Workers of Canada (CWC) and Ontario Nurses' Association (ONA). The primary source of data is the data base maintained by the Ontario Ministry of Labour. The data base includes all private sector agreements covering 200 or more employees and all public sector agreements. Information relates to all coded agreements in force in August 1990.

The Ontario Ministry of Labour data base does not code clauses on part-time workers. Clauses relating to parental leave, family responsibilities and some features of VDT related clauses are also excluded. To fill this gap, data from Labour Canada's data base, which cover agreements of 500 or more employees, were used. However, the information from the Labour Canada data base was only available for all agreements and employees covered by various contract clauses; breakdowns by individual unions were not available. Neither the Ontario Ministry of Labour nor the Labour Canada data base code provide information on gender neutral language. However, a cursory examination of major agreements negotiated since 1985 by major public and private sector unions indicates that there is a growing trend to include gender neutral language. The 1987 Master Agreement between CAW and General Motors of Canada is a notable example.

The analysis of the frequency of collective agreement provisions, shown in Table 1, suggest that union efforts to achieve sexual equality through collective bargaining have had a mixed success. Whereas a majority of employees in Ontario are covered by clauses relating to no-discrimination on grounds of sex, retention of seniority while on maternity leave, adoption leave, leave for personal reasons, and for advance notice, consultation, training and retraining in the event of technological change, the progress on other key clauses of concern to women has been very slow. Only between one-quarter and one-half of the bargaining unit employees are covered by collective agreement provisions pertaining to no-discrimination on grounds of marital status, paid maternity leave, leave for illness in the family and right to refuse unsafe work on video display terminals (VDTs). Collective agreement clauses on sexual harassment, child care, extended parental leave, affirmative action programs, additional rest periods, special eye examinations and special provisions for pregnant employees working on VDTs are still uncommon, found in a handful of agreements and covering less than 15 percent of the employees. Similarly, despite the increasing significance of part-time employment, part-time workers, mostly women, have far fewer rights in comparison to the full-time workers. Less than 10 percent of the collective agreements have provision for pro-rated benefits, pensions and severance pay for part-time employees. Only one in five or six agreements provide for sick leave, holidays, or vacations for part-time workers. Part-time employees also have far fewer seniority rights, guaranteed in only 30 percent of collective agreements. Job sharing, an issue of interest to part-time workers, is only found in 89 of the 3,523 collective agreements — 2.5 percent of the total.

Table 1 further suggests that large public and private sector unions have had more success on women's issues. Figures in Table 1 show that the incidence of key clauses on sexual equality is higher than average in agreements of six unions studied in this paper — CUPE, OPSEU, CAW, USWA, CWC, and ONA. In all categories, except for the paternity leave, and leave for personal reasons, the percentage of employees covered by these unions is greater than in aggregate.

Differences in Incidence by Union

Table 2 shows the incidence of clauses by six unions studied. Figures relate to the percentage of collective agreements of each of the six unions that have clauses relating to no-discrimination, sexual harassment, affirmative action program, maternity and paternity leave, leave for personal reasons, child care programs, job sharing and technological change (data in parentheses are the percentage of employees covered). The six unions have a detailed bargaining agenda on sexual equality and issues of concern to women. The figures reveal varying performance by union at the collective bargaining table.

Table 2 shows that no-discrimination clause by sex and marital status is found in almost all nursing agreements, and a majority of contracts of other major unions. It appears that no-discrimination clause for sex is more common than the no-discrimination clause for marital status. On sexual harassment and affirmative action programs, CAW and CWC have had better success in winning contract clauses than other unions, although a higher proportion of CUPE and OPSEU members are covered by sexual harassment clauses than the CAW; CWC leads the pack in both the proportion of agreements and employees covered by clauses on sexual harassment.

On family related leave provisions, ONA is the leader in having a higher proportion of agreements with clauses on paid maternity leave, retention of seniority while on maternity leave, personal leave and job sharing. OPSEU and CWC have also performed better than other unions in pursuing their bargaining agenda on maternity and paternity leave. OPSEU is a clear leader on winning a high proportion of clauses on paternity leave. CAW, with less than 20 percent of its membership who are women, has shown leadership in negotiating employer-financed child care facilities; close to one-half of its members are covered by child care provisions. Steelworkers, whose female membership is only 10 percent, lag behind other unions in securing maternity and paternity clauses.

On technological change provisions, the CWC has the highest number of clauses on advance notice for change, consultation, and on training, retraining and opportunity for relocation. However, CWC does not have a single agreement in Ontario that provides advance notice for lay-off in the event of technological change. More than one-half of the CWC's agreements, covering 82 percent of its bargaining unit employees, also have VDT provisions.

If union efforts to pursue a bargaining agenda on issues of concern to women were judged on the basis of numbers of agreements and employees covered, rather than on the basis of the percentages of the total, CUPE and OPSEU appear to have made steady progress. The two unions account for more than one-half of all employees covered by collective agreements in Ontario. The combined total of collective agreements and employees of the two unions with key clauses on issues of concern to women far exceeds other unions.

Conclusions

The primary goal of this paper was to examine the bargaining agenda of major Canadian unions in Ontario with respect to women's issues, and to evaluate their efforts towards incorporating specific clauses pertaining to these issues into their collective agreements. The study focused on the equality agenda of the CLC and the OFL and the bargaining goals and strategies of six major unions — CUPE, OPSEU, CWC, CAW, USWA and ONA. Two other unions —the Public Service Alliance and the Federation of Women Teachers Association of Ontario were also included in the examination of bargaining agenda but were excluded from the analysis of collective bargaining outcomes due to lack of information.

The study revealed that equality and other related workplace issues of concern to women dominate the Canadian labour movement's social and economic policy agenda and program of action. The national and provincial federation and its affiliates have been pursuing their social equality goals and strategies through lobbying for progressive legislation, coalition-building, encouraging greater participation of women in the union decision-making process, and negotiating appropriate collective agreement clauses. All the eight unions included in the study have developed detailed policies and programs of action on such key issues of concern to women as pay and employment equity, child care, work and family related leave provisions, job protection in the event of technological change, and securing equal rights to part-time workers who are mostly women.

An examination of the frequency of collective agreement clauses on selected issues indicates that union efforts to achieve a better deal for women have had a mixed success. Whereas unions have been able to make significant gains in negotiating collective agreement clauses relating to no-discrimination by sex, retention of seniority for women on maternity leave, adoption leave, personal leave and consultation, advance notice, training and retraining in the event of technological change, the progress on other issues has been very slow. In particular, the unions have been unable to make much headway in obtaining employer-financed child care facilities, pro-rated benefits for part-time workers, affirmative action programs and clauses to provide protection against sexual harassment. The study further revealed that performance of individual unions varies markedly on these issues.

Several conclusions can be drawn from this analysis. First, it appears that the larger unions have been more successful than smaller unions in having women's issues incorporated into their collective agreements. There are several possible explanations for this finding. In particular, larger unions have more resources with which to research new initiatives; they have greater bargaining power; and they handle more diverse bargaining units which may require different bargaining agendas. Perhaps future research will be able to more effectively verify or repudiate this conclusion.

Second, in general, the public sector unions have been more successful than the private sector unions in winning clauses on women's issues. Among the private sector unions, the CAW has provided leadership on many issues, in particular the child care and affirmative action programs. The conclusion is again tentative due to the limited scope of the study. More research with larger samples of public and private sector unions is needed to verify the conclusion.

Third, while social issues such as family related leaves have gained prominence on the bargaining agenda, workplace issues such as pro-rated benefits for part-time workers, on-site child care facilities, and protection against sexual harassment have not received the attention they deserve. Clearly much remains to be done to ensure equality and a harassment free working environment for women.

It could be argued that women's issues did not receive widespread attention until the last 10 years, and that unions have had to work very hard to transform the attitudes of its members before they could be successful in winning provisions at the bargaining table. Perhaps greater success in bargaining over women's issues would be forthcoming if there were more women on union staff and on bargaining committees. The limited success of unions also reflects resistance on the part of employers to create an environment of equality in the workplace, apparently because for many years they have enjoyed a cheap source of labour at the expense of women.

Finally, it is important to stress that although the collective agreement provisions studied in this paper have been labelled as "women's issues", these provisions are just as important to men as they are to women in the context of economic necessity and changing family structures. Most women are not in the labour force by choice; economic necessity dictates that a second income is necessary in order to maintain a decent standard of living. Therefore, paid maternity leave, affordable and quality child care, and protection for part-time workers to name a few, are important to ensure family survival. Perhaps if these issues were labelled as family issues, unions would be more successful than they have been to date in incorporating these important issues into their collective agreements.

Appendix

A Profile of the Labour Organizations Focused in this Study

Labour Organization	Total No. of Locals (1989)	MEMBERSHIP		No. of Collective Agreements (1986)
		Total (1989)	Proportion of Women (1986)	
Automobile, Aerospace, and Agricultural Implement Workers of Canada; National (CLC)	120	160,410	17.7	508
Communications and Electrical Workers of Canada (CLC)	144	40,000	36.8	93
United Steelworkers of America; (AFL-CIO/CLC)	875	160,000	10.8	1,492
Canadian Union of Public Employees (CLC)	2,120	365,000	50.0	2,778
Ontario Public Service Employees Union (CLC)	416	98,459	53.6	290
Public Service Alliance of Canada (CLC)	1,221	171,966	45.5	87
Federation of Women Teachers Association of Ontario (Ind)	80	32,500	100.00	103
Ontario Nurses' Association (hid)	232	46,680	99.5	309

* Source: Mary Lou Coates, David Arrowsmith and Melanie Courchene, The Current Industrial Relations Scene in Canada, 1989: The Labour Movement and Trade Unionism Reference Tables, Kingston, Ontario: Industrial Relations Centre, Queen's University.

TABLE 1
Summary of Collective Agreement Provisions Incidence

Provisions	All AGREEMENTS		AGREEMENTS OF UNIONS STUDIED	
	Percent of Agreements	Percent of Employees	Percent of Agreements	Percent of Employees
Total No. of Agreements/ Employees Covered	3,523	872,928	1,744	418,397
1) No Discrimination Clause				
Sex	43.2	50.1	65.1	67.9
Marital Status	34.3	28.1	55.8	40.1
2) Sexual Harassment	4.3	14.7	6.0	19.7
3) Affirmative Action Program	1.0	9.8	12.0	16.7
4) Family Related Leave				
A) Paid Maternity Leave	21.2	33.6	25.6	33.3
Seniority While on Maternity Leave	65.6	65.4	75.2	66.3
B) Paternity Leave				
On Birth of a Child	11.8	18.8	11.9	7.4
On Adoption of a Child	6.8	15.6	5.7	4.1
C) Adoption Leave	42.4	49.9	53.9	58.1
D) Leave for Personal Reasons	68.9	64.7	79.1	63.8
E)* Parental Leave (Extended)	6.7	7.0	-	-
F)* Leave for Illness in Family	22.1	26.1	-	-
5) Child Care Facilities	0.4	6.6	0.5	13.4
6) Technological Change				
Advance Notice of Change	29.2	49.4	34.8	55.7
Advance Notice of Lay-Off	18.7	19.4	23.7	24.6
Consultation	31.2	54.5	34.7	63.0
Training and Benefits	26.5	49.0	33.7	62.9
V.D.T.s - Provision	29.9	43.4	39.4	58.9
*Additional Rest Periods	3.8	12.4	-	-
*Special Eye Examinations	3.5	11.9	-	-
Pregnant Employees	1.5	3.3	0.8	5.9
7) *Part-Time Worker Rights				
Seniority	30.5	43.7	-	-
Pro-Rated Benefits	7.6	4.9	-	-
Pensions	3.8	7.0	-	-
Hours of Work	20.1	30.9	-	-
Sick Leave	22.7	27.7	-	-
Vacations	16.3	27.7	-	-
Holidays	15.7	29.9	-	-
Severance Pay	5.2	12.9	-	-
8) Job Sharing - Provision	2.5	1.6	4.7	2.9

* Relates to agreements covering 500 or more workers in Ontario analyzed by Labour Canada (total number of such agreements in force in January 1989 was 344 covering 518,000 employees).

Source: Ontario Ministry of Labour and Labour Canada.

TABLE 2
Collective Agreement Provisions by Selected Major Unions

Provision	UNION					
	CUPE	OPSEU	CAW	USWA	CWC	ONA
No Discrimination Clause						
Sex	50.4 (61.2)	53.5 (49.3)	69.8 (89.9)	53.0 (46.7)	56.3 (81.2)	92.2 (97.8)
Marital Status	52.1 (46.9)	47.9 (48.8)	38.5 (22.5)	17.1 (9.6)	37.5 (75.8)	91.0 (96.6)
Sexual Harassment	7.3 (19.6)	4.7 (38.3)	10.4 (5.6)	6.0 (17.3)	18.8 (68.8)	0.9 (0.2)
Affirmative Action Program	1.0 (1.2)	1.0 (2.6)	6.3 (56.1)	1.0 (1.9)	6.3 (2 ² .8)	0.3 (0.1)
Maternity Leave						
Paid Leave	18.1 (41.4)	42.7 (46.0)	0.8 (18.1)	2.0 (0.4)	31.3 (72.1)	50.0 (66.0)
Retention of Seniority	72.8 (86.2)	83.1 (64.7)	53.1 (47.6)	37.6 (35.4)	81.3 (91.3)	96.0 (99.3)
Paternity Leave						
On Child Birth	14.5 (20.1)	24.4 (5.0)	3.2 (2.5)	1.0 (0.1)	6.3 (3.1)	3.0 (6.2)
On Child Adoption	7.6 (9.6)	9.4 (1.9)	2.0 (2.1)	0.0 (0.0)	0.0 (0.0)	1.0 (3.3)
Child Care Programs	0.4 (0.1)	0.5 (7.5)	3.1 (45.8)	(0.0) (0.0)	(0.0) (0.0)	(0.0) (0.0)
Personal Leave	73.6 (59.4)	79.8 (3 ⁷ .5)	85.4 (87.2)	88.6 (60.8)	62.5 (11.8)	93.4 (97.2)
Job Sharing	0.9 (1.4)	5.6 (1.6)	0.0 (0.0)	0.0 (0.0)	0.0 (0.0)	18.4 (34.1)
Advance Notice - Layoff	(40.4) 18.4 (37.0)	(49.0) 37.6 (31.1)	(64.1) 5.2 (1.5)	(65.7) 9.4 (16.0)	(84.5) 0.0 (0.0)	(75.2) 41.9 (74.2)
Consultation	30.5 (55.8)	45.5 (57.8)	33.3 (70.2)	35.0 (63.8)	50.0 (79.7)	39.8 (70.6)
Training Benefits	31.6 (60.8)	24.9 (46.6)	48.9 (83.9)	367 (56.5)	56.3 (42.4)	38.6 (60.2)
VDT Provision						
Right to Refuse Work	31.8 (48.6)	44.2 (45.9)	44.8 (712)	35.1 (43.8)	56.2 (82.3)	57.8 (71.8)
Pregnant Employees' Special Rights	1.8 (2.0)	3.8 (21.8)	2.1 (4.5)	0.9 (0.5)	6.3 (1.5)	0.3 (0.02)
Total No. of Agreements	970	213	96	117	16	332
No. of Employees Covered (in thousands)	131.9	75.1	109.6	57.9	17.1	26.8

Note: Figures in parentheses are percent of employees covered.

Source: Ontario Ministry of Labour

References

- Acri, Lynn Marie. 1990. Women's Issues and Collective Bargaining: An Analysis of the Success of Ontario Unions in Having Women's Issues Incorporated into Collective Agreements. MIR Research Essay, School of Industrial Relations, Queen's University.
- Barnacle, Peter. 1989. Labour Legislation and Public Policy Reference Tables: The Current Industrial Relations Scene in Canada 1989. Kingston, Ontario: Industrial Relations Centre, Queen's University.
- Canadian Auto Workers. 1987. Affirmative Action at Work: The Case of the Canadian Auto Workers and General Motors of Canada. A Change Agent Project by the Ontario Women's Directorate and the Canadian Auto Workers, Report by the CAW, November 1987.
- Canadian Auto Workers. 1990. A New Decade — Challenging the Corporate Agenda: Our Response. Report to the National Convention, May 29 - June 1, 1990. Toronto: Canadian Auto Workers.
- Canadian Labour Congress. 1988a. The Equality Challenge: Taking Hold of Our Future. CLC 6th Biennial National Women's Conference, January 27-30, 1988, Ottawa, Ontario.
- Canadian Labour Congress. 1988b. Policy Statement on Child Care, 17th Constitutional Convention, Document No. 20, May 9-13, 1988.
- Canadian Labour Congress. 1990a. A New Decade: Our Future, Document No. 14, 18th Constitutional Convention, May 14-18, 1990.
- Canadian Labour Congress. 1990b. Report of the Convention Women's Committee, Document No. 4, 18th Constitutional Convention, May 14-18, 1990.
- Canadian Union of Public Employees. 1991. Equal Opportunities Policy Statements. Ottawa: Canadian Union of Public Employees.
- Canadian Union of Public Employees. (Undated) Sexual Harassment: An Information Kit. Ottawa: Canadian Union of Public Employees.
- Coates, Mary Lou. 1990. Industrial Relations in 1990: Trends and Emerging Issues. Kingston, Ontario: Industrial Relations Centre, Queen's University.
- Employment and Immigration Canada. 1991. Success in the Works: A Profile of Canada's Emerging Work Force. Ottawa: Employment and Immigration Canada.
- Koziara et al. 1987. Working Women: Past, Present and Future. Washington, D.C.: The Bureau of National Affairs Inc. (an Industrial Relations Research Association volume).
- Labour Canada. 1983. Part-time Work in Canada: Report of the Commission of Inquiry into Part-Time Work, Ottawa: Supply and Services Canada.

National Union of Provincial Government Employees. 1990. Negotiating Employment Equity, a draft of the report submitted to the Eighth Biennial Convention, May 1990. Ottawa: National Union of Provincial Government Employees.

Ontario Federation of Labour. (Undated) OFL Sample Collective Agreement Clauses, OFL Women's Committee, Draft Copy.

Ontario Federation of Labour. 1987. A Statement on Equal Action in Employment, Document 2, 31st Annual Convention, November 23-27, 1987.

Ontario Federation of Labour. 1988. Still a Long Way from Equality, Document 3, 32nd Annual Convention, November 23-27, 1987.

Ontario Federation of Labour. 1989. Families in the 1990s: Whose Vision? Document 2, 33rd Annual Convention, November 20-24, 1989.

Ontario Federation of Labour. 1990. Taking Stock and Moving Forward: Union Women in the 1990s. Toronto: Ontario Federation of Labour Women's Conference, March 21-24, 1990.

Ontario Public Service Employees Union. 1989. Policy Manual (Revised to March 1, 1989). Toronto: Ontario Public Service Employees Union.

Ritchie, Laurell. 1987. Women Workers and Labour Organizations. A paper commissioned for the Institute on Women and Work, City of Toronto, November 1987 (mimeographed).

Statistics Canada. 1988. Canada's Women: A Profile of their 1986 Labour Market Experience. Ottawa: Supply and Services Canada.

Statistics Canada. 1991. Labour Force Annual Averages 1990. Ottawa: Supply and Services Canada.



Industrial Relations Centre (IRC)
Queen's University
Kingston, ON K7L 3N6
irc.queensu.ca



SCHOOL OF
Policy Studies
QUEEN'S UNIVERSITY