

USW Bargaining Guide

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Addressing Domestic Violence in USW Collective Agreements



STEELWORKER

equity

Revised 2021

Domestic violence is a pattern of behaviour used by one person to gain power and control over another within an intimate relationship. It can include physical, emotional, sexual, financial, psychological and spiritual abuse, as well as stalking or harassment. Domestic violence can exist in intimate relationships between people of any gender and may be between people who are married, divorced, common law, separated or dating.

Domestic violence is a union issue because:

- One in three workers have experienced it in their lifetime. Some groups of workers experience it at even higher rates: women, trans workers, Indigenous workers and workers living with disabilities.
- It negatively affects work performance (through distraction, tiredness, lateness, interruptions at work from the abuser, poor concentration and absenteeism), putting jobs and economic security at risk.
- It can lead to discipline.
- It is a hazard in the workplace (from violence when the perpetrator enters the workplace, to accidents caused by distraction or poor concentration).

Our union can take effective action to support the targets of domestic violence.

Making the case at the bargaining table:

We can give many good reasons why the employer should agree to language to address domestic violence and its impact on our workplaces:

- The direct and indirect economic impacts of domestic violence in Canada are estimated to more than \$7.4 billion annually, according to a 2009 Canadian government study.
- Women with a history of domestic violence have to change jobs more often, are more often likely to work in casual and part-time jobs, and therefore have lower personal incomes than women without violence experiences.
- The financial security of a job can allow women to escape abusive relationships and maintain a decent standard of living for themselves and their children.
- Being a perpetrator of domestic violence also significantly impacts the workplace. Their behaviours can lead to lower productivity and safety hazards for their co-workers.
- Laws have changed in many provinces and federally, giving workers the right to paid and unpaid leaves, and requiring employers to provide training and other supports. (See the infographic on the next page.)



- Good employers and supportive workplaces retain and attract employees. Our society no longer sees domestic violence as “just a private matter.”

Model language includes:

- A preamble to explain the intent of the language
- Paid leave (which can be supplemented by additional unpaid leave and which does not use up members’ sick leave or vacation)
- No requirement to prove the member is experiencing domestic violence (or at least one that accepts proof from a wide range of sources (counsellors, elders, spiritual advisors, doctors, etc.))
- Confidentiality (no related information kept in personnel file without the member’s express written permission; strictly controlled sharing of information with other employees and only in order to ensure workplace safety)
- Protection from discipline (especially if attendance or work performance suffers as a result of the domestic violence)
- Employer commitment to accommodate (by changing work schedule, job design, work location, telephone number, email address or other measures to increase safety and help the member balance work and family responsibilities)
- Employer commitment to safety planning, recognition of union systems of peer advocates, paid training for peer advocates and related workplace policies

Proposed model language is as follows:

Article X Domestic and Sexual Violence Leave and Support

For the purposes of this Article, “child” means a child, step-child, foster child or child who is under legal guardianship, and who is under 18 years of age.

X.01 The Employer and the Union recognize that an employee or their child sometimes face situations of domestic or sexual violence, or the threat of domestic or sexual violence, and that such violence or threatened violence may have an impact on the employee’s work life, including their attendance and performance at work.

X.02 In recognition of the above, the Employer agrees that it shall grant an employee a leave of absence if the employee, or a child of the employee, experiences domestic or sexual violence, or the threat of domestic or sexual violence, and the leave is taken for any of the following purposes:

- (a) to seek medical attention for the employee or the child of the employee in respect of a physical or psychological injury or disability caused by the domestic or sexual violence;
- (b) to obtain services from a victim services organization for the employee or the child of the employee;
- (c) to obtain psychological or other professional counselling for the employee or the child of the employee;
- (d) to relocate temporarily or permanently;
- (e) to seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding relating to or resulting from the domestic or sexual violence; or
- (f) any other related activities.

X.03 An employee is entitled to take, in each calendar year,

- (a) up to fifteen (15) days of leave; and
- (b) up to 26 weeks of leave under this Article.

X.04 If an employee takes a leave under this Article, the employee is entitled to take the first fifteen (15) days as paid days of leave in each calendar year and the balance of their entitlement under this Article as unpaid leave. This leave will be in addition to existing leave entitlements, such as weekly indemnity, and may be taken as consecutive days, single days or as a fraction of a day.

X.05 An employee who wishes to take leave under this Article shall advise the Employer that the employee will be doing so. If an employee must begin a leave under this Article before advising the Employer, the employee shall advise the Employer of the leave as soon as possible after beginning it.

X.06 The Parties recognize that domestic and sexual violence situations are highly sensitive and will only disclose information on a “need to know” basis. To that end, the Employer may require proof that is reasonable in the circumstances and said proof may be furnished by a broad range of individuals including, but not limited to, doctors, lawyers, counsellors, spiritual leaders, etc.

X.07 The Employer will ensure that no disciplinary action is taken if the employee’s performance or attendance at work suffers as a result of the employee or their child experiencing domestic or sexual violence, or the threat of domestic or sexual violence.

X.08 The Employer will approve reasonable requests from the employee who is experiencing, or whose child is experiencing, domestic or sexual violence or the threat of domestic or sexual violence which may include but is not limited to the following:

- (a) changes to their working hours, shift patterns, duties or reduced work load;
- (b) job transfer to another department (or location);
- (c) a change to their telephone number, email address, and call screening to avoid harassing conduct;
- (d) advance of pay;
- (e) safety planning at work; and
- (f) counselling and referral to appropriate support services for the employee;

X.09 An employee continues to participate in all benefit plans, including pension and health and welfare plans, during any leave taken under this Article.

X.10 The period of an employee’s leave under this Article shall be included in calculating:

- (a) The length of their employment;
- (b) the length of their service; and
- (c) the employee’s seniority.

X.11 Where the Union has notified the Employer that the Union has trained Domestic and Sexual Violence Peer Advocates (“Peer Advocates”) in the workplace, and has provided the Employer with the names and contact information of the Peer Advocates, the Employer shall ensure that:

- (a) an employee who seeks leave under this Article will be provided with the names and contact information of Peer Advocates so that they may contact them if they wish to do so;
- (b) Peer Advocates shall have the right to meet with an employee who seeks leave or makes another request under this Article for the purposes of providing information and support, in the workplace, for a period not exceeding one (1) hour. The Employer shall provide a safe, confidential office space for Peer Advocates to use for such meetings;
- (c) an employee who seeks leave under this Article will be entitled to have a Peer Advocate present at any meeting to discuss any leave or other request under this Article, including a

meeting to discuss performance or attendance issues, if they so choose. The right to have a Peer Advocate present under this Article is in addition to any right the employee may have in respect of Union representation under other Articles of the Collective Agreement; and

(d) up to three (3) Peer Advocates shall each be entitled up to one (1) day of paid leave per calendar year for the purposes of attending Union-sponsored upgrade/refresher training.

Peer or women’s advocates:

Several USW local unions have created systems of women’s advocates or equity advocates: women members trained to support co-workers experiencing domestic violence or workplace sexual harassment. Advocates can assist local union leaders and stewards in dealing with discipline matters and grievances that have violence or harassment at their root. Advocates can also assist bargaining committees in making the case for expanded contract language. To learn more about creating a system of women’s or equity advocates, talk to your District Education Co-ordinator or contact the Canadian National Office.

Locals covered by the Canada Labour Code:

The Canada Labour Code now requires employers to take significant steps to change policy, offer training to employees and provide paid leave and other supports to workers experiencing domestic violence.

USW has worked with other unions, researchers and employers to provide tools and information on the new law. Visit www.dvatwork.ca for more.

Language that USW local unions have already bargained:

Dozens of Steelworker locals have already negotiated clauses related to domestic violence, and one district has made it mandatory that domestic-violence leave language be included in proposals packages.

Here are some examples:

USW 2009 and Kwantlen University Public Interest Research Group (British Columbia)

16.5, 1 In each calendar year, the Employer shall grant each employee paid leave for domestic violence and/or family violence, without loss of seniority, for up to twelve (12) weeks. The employee is entitled to up to three (3) months of unpaid leave.

16.5, 2 The employee and Employer will only disclose relevant information on a “need to know” basis to protect confidentially while ensuring workplace safety;

16.5, 3 When the occasion arises, the Employer, jointly with the Health and Safety committee, will implement workplace safety strategies, including risk assessments, safety plans, training and a timely and effective process for resolving concerns;

16.5, 4 The Employer will provide for counselling and referral to appropriate support services;

16.5, 5 The Employer will provide appropriate training and paid time off work for designated support roles (including union health and safety representatives);

16.5, 6 The Employer will provide employees experiencing domestic and/or family violence with flexible work arrangements, advance of pay and other accommodations; and

16.5, 7 The Employer will protect the employees from adverse action or discrimination on the basis of their disclosure, experience, or perceived experience of domestic violence.

USW 2020-37 and Sudbury Community Legal Clinic (Ontario)

13.06 Domestic/Family Violence

a. In each calendar year, the Employer shall grant each employee paid leave for domestic violence and/or family violence, without loss of seniority, for up to four (4) weeks. The employee is entitled to up to five (5) months of unpaid leave.

b. The employee and Employer will only disclose relevant information on a “need to know” basis to protect confidentiality while ensuring workplace safety;

c. When the occasion arises, the Employer, jointly with the Health and Safety representative, will implement workplace safety strategies, including risk assessments, safety plans, training and a timely and effective process for resolving concerns;

d. The Employer will allow staff to attend appropriate training subject to the approval of the Executive Director;

e. The Employer will provide employees experiencing domestic and/or family violence with flexible work arrangements, accommodations; and

f. The Employer will protect the employees from discrimination on the basis of their disclosure, experience, or perceived experience of domestic violence.

USW 13292 and Your Credit Union Limited (Cornwall and Ottawa) (Ontario)

6.05 Domestic Violence

a. The employer recognizes that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and performance at work.

b. Workers experiencing domestic violence will be able to access ten (10) days of paid leave, per year, for attendance at medical appointments, legal proceedings and any other necessary activities. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day, without prior approval.

c. The employee and Employer will only disclose relevant information on a need to know basis to protect confidentiality while ensuring workplace safety.

d. When the occasion arises, the Employer, jointly with the Health and Safety committee, will implement workplace safety strategies, including risk assessments, safety plans, training and a timely and effective process for resolving concerns.

USW 1-207 and Rivercrest Care Centre (Alberta)

26.02 Domestic Violence Leave

- a. The employer recognizes that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and performance at work.
- b. Workers experiencing domestic violence will be able to access up to three (3) days of paid leave (utilizing their sick leave or income protection), for attendance at medical appointments, legal proceedings and any other necessary activities. This leave will be in conjunction with existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day, upon approval. Employees that have exhausted their sick leave and income protection can utilize their vacation or will be provided time off without pay.
- c. The employee and Employer will only disclose relevant information on a “need to know” basis to protect confidentiality while ensuring workplace safety.

USW 1-405 and Trickle Creek Lodge (British Columbia)

17.08 Domestic/Family Violence Leave

- a. In each calendar year, the Employer shall grant each employee unpaid leave for domestic violence and/or family violence, without loss of seniority, for up to one (1) year. The employee may then apply for E.I. Sickness Benefits.
- b. The employee, Employer and the Union will only disclose relevant information on a “need to know” basis to protect confidentiality while ensuring workplace safety;
- c. The Employer will develop a policy that will implement workplace safety strategies, including risk assessments, safety plans, and a timely and effective process for resolving concerns;
- d. The Employer will provide referral to appropriate counselling services;
- e. The Joint Health and Safety Committee will discuss and explore appropriate training for committee members, as per the WCB Act and training requirements, related to the issue of Domestic and Family Violence relative to the workplace.
- f. The Employer will provide employees experiencing domestic and/or family violence with flexible work arrangements and other accommodations;
- g. The Employer and the Union will protect the employees from adverse action or discrimination on the basis of their disclosure, experience or perceived experience of domestic violence.

30.11 Victims of Domestic and Family Violence

30.11 a) The employer and the Union recognize that employees who are the victims of domestic and family violence sometimes face situations of violence and/or abuse in their personal life that may have an impact on their work life, and that may affect their attendance and performance at work.

30.11 b) In recognition of the above, the Employer agrees that it shall grant an employee paid leave for domestic and family violence without loss of seniority for up to five (5) days for attendance at appointments, attending legal proceedings and any other related activities. The Employer acknowledges that the employee may not be able to request this time off with much notice. This leave will be in addition to existing leave entitlements, such as weekly Indemnity, and may be taken as consecutive days, single days or as a fraction of a day.

30.11 c) The Parties recognize that domestic and family violence situations are highly sensitive and will only disclose information on a “need-to-know” basis. To that end, the Employer may require proof that is reasonable in the circumstances and said proof may be furnished by a broad range of individuals including, but not limited to, doctors, lawyers, counsellors, spiritual leaders, etc.

30.11 d) In addition to the five (5) days of pay leave, the employee shall be entitled to additional unpaid leave without loss of seniority

30.11 e) The Employer and the Union will ensure that no disciplinary action is taken if the employee’s performance or attendance at work suffers as a result of being the victim of domestic and family violence.

30.11 f) The Employer will approve reasonable requests from the employee who is a victim of domestic and family violence which may include but not limited to the following:

- (a) Changes to their working hours, shift patterns, duties or reduced work load;
- (b) Job transfer to another department (or location)
- (c) A change to their telephone number, email address, and call screen to avoid harassing conduct
- (d) Advance of pay
- (e) Safety planning at work
- (f) Counselling and referral to appropriate support services for the employee

30.11 g) The Employer will provide appropriate training and paid time off work for designated support roles (including health and safety representatives).

USW 108-M and Jamesway Incubator (Ontario)
Domestic and Family Violence Leave and Support

The Company and the Union recognize that employees may face situations of violence and/or abuse in their personal lives that may have an impact on their work life, their work performance up to and including their ability to attend work.

In recognition of the above, the COMPANY agrees that in each calendar year it shall grant an employee paid leave for domestic or family violence, without loss of seniority, for up to twenty-five (25) days for the purpose of seeking medical help, to obtain services from victim service organizations, domestic violence shelters, to seek counseling or the assistance of law enforcement, to attend legal proceedings, to relocate in order to prevent further violence to themselves and/or their children, to make alternative child care arrangements, or other like activities. The COMPANY acknowledges that the employee may not be able to request this time off with notice. This leave is in addition to existing leave entitlements, such as weekly indemnity, P.E.L. days under the E.S.A. and may be taken as single or consecutive days or any part thereof.

USW 9597-36 and Tone Gar (Ontario)
Domestic Violence Leave

19.11 The Employer and the Union recognize that employees sometimes face situations of violence and/or abuse in their personal life that may have an impact on their work life, and that may affect their attendance and performance at work.

In recognition of the above, the Employer agrees that in each calendar year it shall grant an employee paid leave for domestic and or family violence without loss of seniority, for up to five (5) days for attendance at appointments, attending legal proceedings and any other related activities. The Employer acknowledges that the employee may not be able to request this time off with much notice and shall approve absences. This leave will be in addition to existing leave entitlements, such as weekly Indemnity, and may be taken as consecutive days, single days or as a fraction of a day.

The Parties recognize that domestic and or family violence situations are highly sensitive and will only disclose information on a “need to know” basis. To that end, the Employer may require proof that is reasonable in the circumstances but said proof may be furnished by a broad range of individuals including, but not limited to, doctors, lawyers, registered counsellors, spiritual leaders, etc.

- a)** In addition to the five (5) days of paid leave, the employee shall also be entitled to up to an additional six (6) months of unpaid leave without loss of seniority.
- b)** The Employer and the Union will ensure that no disciplinary action is taken if the employee’s performance or attendance at work suffers as a result of experiencing domestic and or family violence.

The employer will approve reasonable requests for accommodation from the employee experiencing domestic and or family violence which may include but not limited to the following;

- i)** Changes to their working hours, shift patterns, duties or reduced work load;
- ii)** Job transfer to another department (or location).
- iii)** A change to their telephone number, email address, and call screening to avoid harassing conduct.
- iv)** Advance of pay.
- v)** Safety planning at work.
- vi)** Counselling and referral to appropriate support services for the employee.
- vii)** Leave under the Collective Agreement or ESA, as amended from time to time.

The Employer will provide appropriate training and paid time off work for designated support roles (including health and safety representatives).

The Employer will not tolerate discrimination or retaliation against any Employee on the basis of their disclosure, experienced or perceived experience of domestic and or family violence.

In cases of Domestic violence the Employer shall ensure that appropriate measures are put in place, as required under the Occupational Health and Safety Act, to protect workers from domestic violence situations in the workplace.

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