

“A collective agreement spells out workers’ rights, and workers have the right to understand what those rights are. A clearly written contract makes those rights clear. It helps us figure out where we need to go in the future. If the contract language is confusing and complicated, then workers will be confused and not know their rights.”

– *Union negotiator*
quoted in *Making It Clear: Clear language for union communications*, Canadian Labour Congress, 1999

Do your members know their contract?

A clear language guide for CUPE locals



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Introduction:

Being clear, being collective

“Some of our members don’t know what their benefits are, like that they can get help to get their kids’ teeth fixed.”

– *Union steward*

Collective agreements are important in the relationship between unions and their membership. They outline the rights the union has won for its members. They are at the heart of the relationship between unions and members. Clear language allows people to communicate more effectively. A clear contract helps workers exercise their rights and use the benefits they are entitled to.

Collective agreements often begin with an article about purpose. The article may say that the agreement

- sets up a smooth relationship between workers and employer
- promotes the well-being and security of workers, or
- helps the workplace to be more efficient.

The agreement tells the workers and employers what they can expect from each other. Workers are at a disadvantage if they don’t know what to expect, or what is expected of them. Clear contracts can empower workers to stand up for their individual and collective rights.

Why do we need clear contracts?

“If more members can read the collective agreement and use it to answer their questions, they will feel more confident to take steps on their own behalf, to consider becoming a steward, or to go for education.”

– *Local president*

Has everyone in your local read their collective agreement? Did they understand it?

Contracts are not easy documents to read because they use legal language in a particular style. Most of us struggle with the language. Often, only a small group of people know the contract well.

What happens when members can't read their contract?

If you are used to working with your contract, you know what most clauses mean. For others, the wording of many clauses can be a barrier. Many members will stop reading after pages and pages of clauses like this one:

Pregnancy/Parental leave shall be granted in accordance with the provisions of the Employment Standards Act and, in addition, subject to the Employment Insurance Act and the Regulations thereunder respecting SUB plans, female Employees shall be entitled to a pregnancy leave allowance in accordance with the following provisions provided that such Employees shall have no vested right to payments of pregnancy leave allowance except to payments during a period of unemployment and payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits shall not be reduced or increased by payments of pregnancy leave allowance.

Members can get discouraged by language like this. They might ask their steward or supervisor what the clause means. Or they might get frustrated and give up. What are the results?

1) Members don't connect with the local

If members are used to asking their supervisor or the Human Resources office about entitlements, they may not think about the process that led to the collective agreement. People should know where their rights and power come from, and what the union can do for them.

2) Members feel alienated

If members are put off by the language of their contract, they can feel alienated from their own union. This doesn't encourage people to think of the union as something they belong to and can contribute to.

3) Members don't get involved

If members are intimidated by the language in their contract, they won't feel they can participate in the local. In some locals, this means that a small group of people end up doing all the work. When that group develops its own language and way of getting things done, people outside of that group can feel excluded. Getting people active means breaking down a lot of these barriers. Even talking about the agreement using clear language will help a lot.

4) Stewards have a hard time doing their job

If the contract is unclear, stewards may spend most of their time explaining basic entitlements. They have less time for education and talking to members about what issues to bring to the bargaining table.

5) Locals have trouble finding stewards

It can be hard to recruit stewards. People burn out because there is too much work to do. If more people could read and understand the collective agreement, more people would become stewards, and the work of the steward could focus more on educating and empowering the membership.

Clear contracts have benefits for individual members, for stewards, for the leadership of the local, for CUPE, and for the union movement.

“Some members in my local didn’t read the collective agreement for language reasons. Others could read, but still could not make sense of it!”

– *Union steward*

What if every member understood their collective agreement?

Members could

- find answers to basic questions about their rights
- feel that the collective agreement belongs to them
- feel like partners with the union
- see the direct benefits of the union, and
- become more active in the union.

Stewards would

- spend more time on education and other work, and
- be less likely to “burn out” from overwork.

The local would

- know that members are able to participate in the local,
- have a larger group of people available who could serve as stewards
- know that the interests of a broad group of people are represented during negotiations, and
- be stronger.

What this booklet can tell you

This book outlines some of the ways you could make your collective agreement more accessible to members. It documents some of the work done by CUPE locals.

Here are some ideas that CUPE locals have tried:

- use a more inclusive process and language at meetings
- explain selected clauses of your contract in your newsletter
- involve members in rewriting clauses
- create a companion document to your contract
- negotiate a clear contract

We believe that clear language can help make CUPE locals more equitable, democratic and relevant to members. Clear language is making CUPE a better union.

What does unclear language do?

“Some people who came to the ratification meeting obviously didn’t understand what they’d been asked to vote on. They were new to unions; the jargon of the meeting was unfamiliar to them. They said, ‘I was just putting my hand up when everybody else did.’ People get mad at the union if they discover they voted against something they actually supported. Just using clear language can bring people closer to the union.”

– *Union steward*

We sometimes assume that legal documents like collective agreements have to use difficult, inaccessible language. In the spring of 2003, the CLC convened a roundtable of affiliate representatives interested in labour education and literacy. We explored how unions are affected by the language used in most contracts. We came up with a list of problems caused by unclear language. CUPE took part in these discussions.

1) Unclear language harms workers and weakens unions.

If only union leaders and lawyers can understand the agreement, members:

- may not see the agreement as their own;
- may feel only union leaders and staff are really part of the union;
- will not feel connected to their union;
- will be discouraged from becoming stewards;
- won’t exercise the rights and benefits they are entitled to; and
- may not see the value of the union.

In the end, information is power. Unclear language reduces the power that members have or feel they have.

2) Unclear language is a particular problem for groups working for equity.

Who can access information? Who has the power? Members who speak English as a second language and women are the hardest hit by unclear language in agreements. Women and people with less English or literacy often have less access to education and privilege. This may mean that they:

- are forced into and kept in lower paying jobs
- cannot access their rights and benefits
- feel less empowered about their rights
- feel less able to challenge injustices
- are less familiar with how the system works, and
- are less able to participate in the labour movement.

3) Unclear language is a drain on union resources.

Explaining unclear language to members adds to stewards' and union staff's work load. It also leads to unnecessary and expensive arbitration.

4) Unclear language benefits the employer.

Workers who don't understand their agreements might ask their supervisor or Human Resources about their benefits. They could end up feeling grateful to their employer for benefits that the union won. It also saves the employer money because fewer workers access their benefits. The employer has a lot of power over workers who don't know their rights.

Source: notes from the CLC roundtable discussion of clear language in collective agreements, May 14, 2003

What you can do

“If the contract isn’t clear, our members often go to Human Resource staff with their questions. They think that their benefits come from the employer, not that the union has fought for them.”

– *Union steward*

Locals have several choices about how to do clear language work. Different options work in different locations. It’s up to you to decide what will work for your local. The following section outlines a few ways to bring clear language into your local.

Here are some suggestions that CUPE locals have already tried:

- Learn more about clear language
- Find creative ways to tell members what is in the collective agreement
- Create a companion document that clarifies the contract
- Negotiate a clear language collective agreement

1. Learn more about clear language

Who

- stewards
- members of the bargaining committee
- editors of local newsletters
- members of the local executive, and
- anyone interested in clear language.

If you are thinking about how clear language could benefit your local, you are ready to learn more!

Why

Clear language can help locals communicate with the membership. It can improve your newsletters, updates and bulletin boards. It can also help make your meetings more effective and accessible. Clear language can improve all of your communications. Once you understand it, clear language will become a part of everything you do.

How

Teach yourself

If you want to learn more on your own, the CLC has produced two excellent resources.

- *Making It Clear: clear language for union communications* teaches the basics of clear language, and includes information about creating an action plan
- *The Clear Language Screen* is a tool you can use to evaluate documents

Both are available from the Canadian Labour Congress

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Training is available

You can also take training. Ask your education rep about what is available. We can provide weekend trainings or week-long workshops. Our workshops are designed for CUPE members alone, or for your union-management committee.

Contact: Coordinator, Literacy Project,
Union Development Department, CUPE National
(613) 237-1590 x 341 or e-mail literacy@cupe.ca.

Example

Here is a sample outline of a weekend or week-long workshop we could offer.

Session One: Introduction to clear language
and design

Session Two: Writing in clear language
Looking at type and design

Session Three: Hands-on: making your documents clear

Session Four: Planning your next steps

CLC course

You could also attend the CLC's "Clear Language for Union Communications" course. It is often offered by regional Labour Councils as a weekend course. Or you could attend a week-long version at a Regional School. For more information about these courses, talk to your education rep or contact the CLC.

2. Create materials for members

Who

Locals might want to create materials for their members if they

- want members to understand their contract
- want to start doing clear language work, and need to begin with a manageable task
- are not ready or able to translate or renegotiate the entire contract.

You could create materials for your membership if

- members don't know what's in their contract
- your contract includes ambiguous sections, or
- your contract is so huge that few people understand all of it.

Why

Creating materials for members is an easy way to let the membership know what is in their contract. It can be incorporated into the work that the local is already doing. Creating materials can also be a first step towards making the entire contract more accessible to members.

How

CUPE locals have found many creative ways to inform members about their rights and benefits.

Here are some examples.

Tip Sheets

You can create handouts for members that help them find information in the contract. The tip sheet can list and describe each article of the collective agreement. The tip sheet could answer common questions, or be organized by topic – whatever would help people find the information they need from the contract. Copy these sheets and give them out to members to keep. Laminate the sheets and post them where everyone will see them.

In your collective agreement...

Seniority – Page 12, Article 13

You start counting seniority from the day you started.
You can't transfer your seniority to another department.

Overtime – Page 18, Article 17

When you work overtime, you get paid 1 and times your hourly wage.

Vacation – Page 19, Article 20

You get one week vacation for every year you work.
The most you can get is 5 weeks. You have to talk to your Supervisor about when you can take your vacation time.

Do you have questions about... Where to Find Answers

Benefits _____ Article 20, page 65

Overtime _____ Article 14, page 42

Grievance Procedure _____ Article 11, page 27

Suspension and Discipline _____ Article 12, page 33

Vacation _____ Article 15, page 46

Handouts at Meetings

At membership meetings, give people something to read while they're waiting for the meeting to start. Use the space on the back of the agenda to educate members about the collective agreement.

A quiz is a good way to get the members thinking and talking about what they know or don't know. The quiz could ask questions about different articles. For example, you could ask: "If you wanted to find out how many days of personal leave you are entitled to, where would you find out in the collective agreement." Put the answers at the bottom of the page.

Another way to help people understand their contract is to describe a situation and ask people what they would do. You could do this at meetings, in e-mails or on the intranet at work – whatever suits your local. Describe a situation using a real case. If the scenario is about a conflict or disciplinary action, talk about what would have made the situation easier or more difficult for the member.

What's what – Seniority

Do you know what the collective agreement says about seniority?

What should happen in this case:

Pat has been in the Shipping department for 7 years. Miguel has been in Packing for 9 years. The Lead Hand position in Shipping is coming available in a month. Both Pat and Miguel put in for the job and have the same qualifications.

Who should get the position?

Where would you look in the collective agreement to find out for sure?

Answer:

Pat gets the Lead Hand job because you cannot transfer seniority from one department to another. You can find this in Article 12 .03 of our collective agreement.

Glossary

You can help members learn the meaning of common union terms. Include definitions on bulletin boards, on hand-outs at meetings, or in newsletters. CUPE has developed a clear language glossary of union terms. The glossary is a tool to help all members learn about their rights. Ask your education rep for a copy, or look for it on the CUPE website (www.cupe.ca).

Discussions at Meetings

“We talked at steward training about having lunch meetings once a month or something. At each meeting we would talk about one article: What does it mean, How do you explain it to members? We would document the actual language people use when they’re talking to the membership about that issue. Then we would use that language to write the clear language version of the collective agreement. This is a long-term commitment, because lunch is only an hour and there are a lot of articles in the contract! And it may not be workable because if it isn’t a consistent group of people, you’d end up with a really uneven or inconsistent document. But it’s a start. Maybe that would provide the basis that could be edited and developed by one person, whether from the local or someone hired by the local.”

– *Union steward*

Bring useful, clear information about your contract to every meeting. Look at one clause each time. Start with the clauses people are most interested in like benefits and how to get them. Then look at clauses about things members need to know but don’t understand, like disciplinary procedures. Talk about things like:

- What could happen to workers in different situations?
- When should a member contact their steward?
- In a dispute, when should a member start keeping notes?
- When can or should members have stewards at meetings?

Take notes of the discussion. Post them on a bulletin board or include them in your next newsletter.

Newsletters

In each issue of your newsletter, include a clear description of what's in a clause. Here is how CUPE 4400 explained Self-Funded Leave in their monthly newsletter:

Self-Funded Leave Plan

A Self-Funded Leave Plan was negotiated into the Unit B Collective Agreement last Spring.

If you are part of a Self-Funded Leave plan, you could work for four years, but would be paid over 5 years. For the first 4 years of the plan, you would be paid 80% of your earnings. In the 5th year, you could take a leave of absence and the employer would pay the 80% which was owed to you from the preceding four years.

This plan is similar to the plan that exists for CUPE 4400 members in Units C & D and the teachers.

If you are interested in the plan please call CUPE 4400 at (416) 597-3957. When the recording starts, press 0 and our receptionist will answer. If you provide your name and fax number, he will fax a copy of the Self-Funded Leave Plan to you.

The deadline for applying is February 28th, for a Self-Funded Leave Plan starting in September.

Source: CUPE 4400 Unit B – Update, February 2002

Need help with your newsletter? Check out CALM Ideas, the quarterly newsletter of the Canadian Association of Labour Media (CALM). The newsletter is mailed to all members of CALM, and sample issues are available online at www.calm.ca/calמידea.html.

Host a workshop

Know Your Rights is a two-hour orientation to workplace rights and the union, designed for young and new members. Participants learn about key statutory and contract rights, practice finding clauses in the collective agreement, and identify options for dealing with workplace problems. You'll get a sense of how the union works and where you can play a role. The workshop is tailored to your local and collective agreement. For more information, contact your CUPE education rep.

3. Develop a companion document to your collective agreement

Who

You should consider creating a companion document if

- your contract is very long and complicated
- lots of members have questions about the contract
- stewards are having difficulty with the contract

Why

A companion document can help demystify the contract. It allows you to clarify the contract, article by article. Companion documents could be for all members, or for stewards.

The servicing and bargaining staff of Hospital Employees Union in British Columbia created an annotated version of their contract. This version

- explains the different clauses
- answers common questions
- explains points people are often confused on
- shows the changes since the last agreement, and
- gives examples of how the clauses work in real life.

Staff from HEU say that the members find this document very useful and popular.

How to...

Step One: who is the audience?

First you have to decide who the companion document is for. Is it for all members? Is it to help the stewards do their job? The audience will tell you what you need to do. For example, a companion document for stewards should include every article and clause. A companion document for members might only include commonly-used clauses, or articles that cause the most confusion.

Step Two: how will you do the work?

Decide how you are going to do the work. Are you going to create the document yourselves? Are you going to hire someone to help you with the work? Whatever process you choose, it is worth attending a clear language workshop first.

Training can help you decide what process is right for your local. Contact your education rep for more information about weekend workshops offered by CUPE and the CLC.

This chart outlines some of the benefits and challenges of hiring someone or doing the work yourselves. In this booklet, “Resources and Supports” includes information about how to find someone to help you with this work.

	Benefits	Challenges
Doing the work yourself	<ul style="list-style-type: none"> • people who work on the document can draw on their experience of how the articles are used • the process can strengthen the local in two ways: <ul style="list-style-type: none"> – people who work on the companion document will understand the contract more deeply, and – the local will develop in-house expertise in making the contract clear 	<ul style="list-style-type: none"> • a major commitment – this is a long-term project.
Hiring someone to work with you	<ul style="list-style-type: none"> • draws on outside expertise and members’ knowledge • the local will develop in-house expertise that stays with the local • helps to strengthen the local 	<ul style="list-style-type: none"> • a time-consuming process • cost
Hiring someone to write the companion document	<ul style="list-style-type: none"> • experienced clear language editors know common problems and how to fix them, so they can work quickly • the person you hire will have only one task – to finish the document 	<ul style="list-style-type: none"> • someone from outside your workplace will not know how the contract is interpreted and used in the same way as people whose work lives are governed by it • when the local hires an outside person, the end result is just a document – the local is not as strengthened as it would be if members were involved • cost

Step Three: write the companion document

Allow yourselves lots of time to do this work.

Develop a plan of action, with timelines. You could start with a weekend or week-long workshop. The workshop allows you to learn more about clear language and to practice rewriting the contract. Workshops can also help you create a plan for the work. If you want to set up a workshop, contact your CUPE education rep.

Step Four: evaluate what you've done

Test the materials you've written with members. Find out if the companion document is easier to read and use. To do this, survey members or bring people together to talk. Ask members to find the answer to a question about their rights or benefits in the legal document and the companion document. Ask them to explain what made one document easier to use.

Evaluate the objectives you set for yourselves. Has your process increased the number of active members? Has your process affected the amount and type of work your stewards are doing?

You might also want someone from outside the local to help evaluate your work. They could review the changes you have made, or they could carry out the surveys or facilitate group discussions. To find someone to help you, look in the section called "Resources and Supports".

Example

Here is an excerpt from the companion document for CUPE 3393

BEFORE

Article 19 - HOLIDAYS

19.02 (b)

As an alternative to three (3) days at Christmas as scheduled by the Employer an Employee who is a follower of a non-Christian religion may schedule, in lieu of three (3) days at Christmas, up to three (3) days at other times for recognized religious and/or cultural holiday observance purposes consistent with his/her

bona fide religious and/or cultural practices. Such Employee must give the Employer written notice at least one (1) month in advance of his/her request to take such a holiday for religious and/or cultural observance purposes. It is understood, however, that the Employer retains the right to decide which of its programs shall continue to operate during Christmas holidays (as well as other times) and to schedule and reassign Employees to perform such work as is required and available.

AFTER

Article 19 - Holidays

19.01 (b)

If you are not Christian, you do not have to take the three days off at Christmas. Instead, you can choose to take 3 other days off for your religious or cultural holidays. You must give your Employer at least 1 month's written notice to ask for this time off.

The Employer has the right to decide which of its programs will continue to operate at any time, including Christmas, and to schedule and reassign Employees to do the work needed.

4. Negotiate a clear language collective agreement

Who

Negotiating a clear language agreement is possible when the union and the employer have a good working relationship. It is most likely to happen when the employer also can see the benefits of a clear language collective agreement. They can see that a clear contract will save them time, money and aggravation. If the contract is not clear, managers may interpret clauses in different ways, or may interpret clauses incorrectly. When managers misinterpret the contract, CUPE members can grieve their decisions.

Some locals are using interest-based bargaining. In this approach, union and management discuss their objectives for bargaining. Once they agree on ideas in principle, they focus on how the contract can reflect what they've decided.

This approach could easily adopt clear language, because the ideas are developed separately from the language used to express them.

Negotiating a clear contract might also work for first contracts in newly organized locals. There is no history to contend with, no change to resist, no one invested in unclear language.

You should consider negotiating a clear language contract if you think it could work in your context.

Why

A clear contract sets up how you communicate with members. Negotiating a clear contract shows that the local wants their membership to be informed and active.

Clear contracts can benefit both management and the union. Some employers develop implementation guidelines to help supervisors and managers understand the collective agreement. If the contract is clear to begin with, the employer will not have to spend time and money developing implementation guidelines.

How

Step One: Convince the employer

Discuss the idea with the employer. Come to an agreement and sign a letter of understanding. What is realistic in your context? If rewriting the entire contract is too much, you could aim to negotiate a few key clauses in clear language at each round of bargaining. Try to negotiate a letter of understanding that says you will do this work slowly, over time.

“I’m hopeful that when this language is clear we’ll have more success in getting shop stewards and that our members will know their rights and responsibilities. And I’m hopeful that with clearer language our managers will be more consistent in using the terms and conditions in an equitable fashion.”

– L.1505 member on joint committee

Example

Letter of understanding between the Regional Municipality of Wood Buffalo and CUPE local 1505

Plain Language

During the term of this collective agreement, the Municipality and the Union agree to meet to discuss conversion of the collective agreement to plain language.

We will deal with at least one (1) clause at each Employer Union Co-operation Committee.

We will endeavour to convert the entire collective agreement for presentation during the next round of negotiations.

Regional Municipality of Wood Buffalo
Canadian Union of Public Employees local 1505

Step Two: Make a plan

Develop a timeline for this work. Be realistic. Remember that clear language work takes time. If you break the work down into steps that can be achieved, you will be more likely to succeed. You might decide to work on the least controversial issues first. Look at the foundation clauses like “hours of work” or “management rights”. Allow plenty of time for the union-management committee to work through clauses.

Step Three: Do the work

Rewriting the entire contract, article by article, is a lot of work. CUPE Education reps are here to help. We can offer a workshop to help get you started, or to help if you get stuck. We can offer advice and assistance.

Step Four: Celebrate your successes

Negotiating a clear contract is innovative work. Let others know what you have achieved! After all that hard work, celebrate!

Example

The following is an example of draft wording developed by a union-management committee during a week-long workshop offered by CUPE. The committee is continuing to work on revising the contract. They plan to test how well members and managers understand the rewritten version.

The final step in their process will be to present the clear language version to members of CUPE 1505 for ratification in bargaining.

BEFORE	AFTER
<p>ARTICLE 19 – PAYMENT OF WAGES</p> <p>19.01 Pay Days</p> <p>Employees shall be paid bi-weekly.</p> <p>On each pay day, each Employee shall be provided with an itemized statement of his wages, overtime and other supplementary pay and deductions.</p> <p>19.02 Acting Pay</p> <p>(a) When an Employee temporarily substitutes for a continuous period of one (1) hour or more in a higher paying position he shall receive the higher rate for those hours he works in the higher position. When an Employee is assigned to a position paying a lower rate, the Employee’s rate shall not be reduced.</p> <p>(b) Should an acting opportunity arise for a duration of 14 days or less, these acting opportunities shall be filled by the most senior, qualified and willing Employee at work at the time of the vacancy, on the acting list, in the Division concerned.</p> <p>The acting appointment shall be for the duration of the opportunity. Where the</p>	<p>(new article)</p> <p>ARTICLE X – ACTING APPOINTMENTS</p> <p>X.01 Definition</p> <p>Acting is doing someone else’s job</p> <p>X.02 Acting list</p> <p>The acting list is a list of qualified employees who want to act in other jobs, in their division. This list is organized by seniority. Your supervisor will update and post the acting list.</p> <p>X.03 Selection process</p> <p>You will be asked to act in order of seniority and qualifications. If you are not interested the next employee on the acting list will be asked to act.</p> <p>If there are no qualified employees, the supervisor can appoint an employee who is interested and able to do the job:</p>

BEFORE	AFTER
<p>most senior, qualified Employee does not wish to accept the assignment, the Employer shall continue to offer the position in order of seniority and qualifications.</p> <p>(i) When the acting opportunity is for a duration of more than fourteen (14) days, the opportunity shall be offered to the most senior, qualified and willing Employee on the acting list. Normally the acting position will be for the duration of the appointment, however, leaves of absence and vacation requests will be considered where practicable. Where Employees have provided contact numbers while on vacation, reasonable effort will be made to contact those on the acting list.</p> <p>(ii) The Employer shall create, maintain and post an up to date list of Employees who are senior, qualified and willing to act in each Division.</p> <p>(iii) In the event that there are no qualified Employees, or no qualified Employees who are willing to accept the acting opportunity, the supervisor may, at his discretion, appoint any Employee within the Bargaining Unit who is willing, and who has the ability to perform the job to be done.</p>	<ul style="list-style-type: none"> • first in their division, and • then in the bargaining unit, <p>If the acting appointment is for <u>14 days or less</u>:</p> <ul style="list-style-type: none"> • you need to be at work the day the acting appointment is available, and • you have to act for the full acting appointment. <p>If the acting appointment is for <u>more than 14 days</u>;</p> <ul style="list-style-type: none"> • Your supervisor will try to contact you if you are not at work when the acting appointment is available. • Be sure that your supervisor has your contact numbers if you are on vacation. • You may be allowed to take vacation or a leave of absence during your acting appointment. <p>X.04 Acting pay</p> <p>You will receive acting pay if:</p> <ul style="list-style-type: none"> • you act in a higher paying job, and • you act in a job for one hour or longer, and • the hour has no breaks. <p>If you act in a lower paying job, you will not lose pay.</p>

Resistance

Clear language benefits everyone, not just some workers. It can help make unions more democratic.

There are several reasons why some people resist the idea of collective agreements in clear language. Some people always resist change. Others might feel it is a lot of work. Here are some other reasons people resist clear language:

- they are afraid the union will lose gains achieved in arbitration
- they don't trust that clear language will be legally binding
- they don't believe that lawyers will respect clear language, or
- they believe that legal language has more weight.

Vague language in collective agreements is open to interpretation. This allows the union and management to fight over interpretations. That's central to the union's role. It's a big part of the culture of unionized workplaces. Clear language doesn't support vagueness. Some union members worry that clear language means losing the ability to fight over interpretations.

But we can make things more accessible to members and keep things open to interpretation. For example, the phrase "just cause" is often used in articles about termination, or firing. You can substitute the phrase "for good reason". Not only is it easily understood but it also has room for interpretation. Using everyday language allows members to participate in the process of interpreting the contract.

We also have to accept that when we are trying to communicate very complicated ideas or statements, it isn't always possible to use uncomplicated language. We should try our best to communicate to as many members as possible.

Remember, some locals are in the process of negotiating clear language agreements. These contracts are legal. Clear language benefits everyone, not just some workers. It can help make unions more democratic.

Keep in mind...

“If our stewards didn’t have to spend their time interpreting convoluted contract language for our members, they could concentrate on other things, like education and political action.”

– *Local president*

We hope you agree that clear collective agreements are possible. Whatever you decided to do, the following ideas should help in this work. They are to help the process run a little more smoothly. Remember that your goal is to make the union and contract more accessible to the membership.

Be sure to build on moments of excitement. Help people see that the union is a place where they can be respected. Work with people in a spirit of cooperation.

Do...

- Build on the culture of your local. Use processes and practices that are already in place.
- Find allies. Build support. Talk to respected people who will endorse the idea of clear language in your local.
- Build on the positive work around equity issues: clear language is about making everyone feel included.
- Be positive when you talk about clear language. Remember, it is a tool to make things better, not something that’s needed because the local has been doing things badly.
- Remember that clear language is a tool, not a crusade.
- Remember that clear language is about awareness, training and support, not about correcting people or policing how they use language.
- Think of clear language as an ongoing process.
- Remember that some people want to hold on to the existing contract. You will want a good relationship with them as you move forward on clear language.
- Recognize that clear language requires a change in culture. Those kinds of changes are always hard and slow.
- Build on moments of excitement.
- Have some long term goals and plan the small steps to get you there.
- Be patient.

“The job of the collective agreement is to let people know their rights and responsibilities. Lots of grievances arise because supervisors don’t know the collective agreement either. Clear language is as much for them as it is for the members of your local.”

– *Union steward*

And remember...

- Don’t make people feel guilty.
- Don’t think clear language is relevant to only one group of people.
- Don’t become a “clear language cop”. This is about all of us learning to make our writing easier to read and understand.
- Don’t dismiss the contract you have now. Remember that the union worked hard to get the rights and benefits you see in there.

Clear language example: CUPE standard agreement

In this chart, you can see how the clear language version is different from the usual language of CUPE's standard contract. You can also see what changes make the new version more clear.

Original version	Clear language version	What changed?
<p>ARTICLE 12 - GRIEVANCE PROCEDURE</p> <p>12.05 Permission to Leave Work</p> <p>The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this article. The Union recognizes that each Steward is employed full time by the employer and that he/she will not leave his/her work during working hours except to perform his/her duties under this agreement. Therefore, no Steward shall leave his/her work without obtaining the permission of his/her supervisor, which permission shall be given within an hour.</p>	<p>12.05 Permission to leave work</p> <p>Management and the Union agree that</p> <ul style="list-style-type: none"> • management cannot prevent stewards from acting as stewards • stewards have a right to act on behalf of union members in grievances • stewards are employees and can only leave their paid duties to act on behalf of union members <p>Management and the Union also agree that</p> <ul style="list-style-type: none"> • stewards will not leave their paid work without getting permission from their supervisor, <p>and</p> <ul style="list-style-type: none"> • supervisors must give permission within one hour. 	<ul style="list-style-type: none"> • point-form helps to separate different ideas • clarify who is doing what • use everyday language • changed he/she to the singular they

Original version	Clear language version	What changed?
<p>12.06 Definition of Grievance A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the collective agreement or a case where the Employer has acted unjustly, improperly or unreasonably.</p> <p>12.07 Settling of Grievance An earnest effort shall be made to settle grievances fairly and promptly in the following manner:</p> <p>Step 1 The aggrieved employee(s) will submit the grievance to his/her Steward. If the employee's Steward is absent, he/she may submit his/ her grievance to the Chief Steward and/or another member of the Grievance Committee. At each step of the Grievance procedure the Grievor shall have the right to be present.</p>	<p>12.06 What is a grievance? A grievance is when employees and management disagree about</p> <ul style="list-style-type: none"> • what this contract means, or • how the terms of this contract should be applied or administered <p>A grievance is also</p> <ul style="list-style-type: none"> • when someone thinks this contract has been violated or • when management has been unjust, improper or unreasonable with an employee. <p>12.07 How we will settle grievances This section describes the process to settle grievances. In all grievances:</p> <ul style="list-style-type: none"> • both sides will try to be fair and to settle grievances without delay. <p>and</p> <ul style="list-style-type: none"> • the person making the grievance has the right to be at every meeting about the grievance. <p>Step 1 The person making the grievance will tell their Steward about the problem. If their Steward is away, they can tell the Chief Steward, or anyone else who sits on the Grievance Committee.</p>	<ul style="list-style-type: none"> • the title describes what is in this section • one long sentence has been divided into point form – point-form helps to separate different ideas – separating the ideas helps people find which one applies to their situation • information that was buried at the end of Step 1 is moved here, to the beginning of this section • the original refers to an “employee”, an “aggrieved employee” and a “Grievor”. We chose one name, “the person making the grievance”.

Original version	Clear language version	What changed?
<p>Step 2 If the Steward and/or the Grievance Committee consider the grievance to be justified, he/she will first seek to settle the dispute with the employee's Supervisor.</p> <p>Step 3 Failing satisfactory settlement within two working days after the dispute was submitted under Step 2, the Chief Steward will submit to the Department Head a written statement of the particulars of the grievance and the redress sought. The Department Head shall render his/her decision within four (4) working days after receipt of such notice.</p> <p>Step 4 Failing settlement being reached in Step 3, the Grievance Committee will submit the written grievance to the Chief Administrative Officer, who shall render his/her decision within five (5) working days after receipt of such notice.</p> <p>Step 5 Failing a satisfactory settlement being reached in Step 4, the Union may refer the dispute to arbitration.</p>	<p>Step 2 The Steward will decide whether the problem is a grievance. If it is a grievance, the Steward will talk to the employee's Supervisor to try to resolve the problem. They have 2 working days to come to a solution.</p> <p>Step 3 If the grievance is not resolved in Step 2, the Chief Steward will</p> <ul style="list-style-type: none"> • write a statement that says what the problem is and how the Union believes it should be resolved, <p>and</p> <ul style="list-style-type: none"> • give the statement to the Department Head. <p>The Department Head has 4 working days to make a decision.</p> <p>Step 4 If the grievance is not settled in Step 3, the Grievance Committee will give the written grievance to the Chief Administrative Officer. The Chief Administrative Officer has 5 working days to make a decision.</p> <p>Step 5 If the grievance is not settled in Step 4, the Union can refer it to arbitration.</p>	<ul style="list-style-type: none"> • important information about the time limit was moved from Step 3 • everyday language replaces unclear phrases, so “particulars of the grievance” becomes “what the problem is” and “redress sought” becomes “how the Union believes it should be resolved” • shorter sentences • we took out the passive voice

Resources and supports

Within CUPE

To find out more about workshops contact your Regional Education rep or check out our web site at www.cupe.ca (look for *Union Education* under *Get involved with CUPE*).

To order copies of this booklet, find out more about our project, or to subscribe to our newsletter contact:

Coordinator, Literacy Project,

CUPE National

- (613) 237-1590 x341
- literacy@cupe.ca

Within the Labour Movement

Canadian Labour Congress

The CLC has produced two excellent resources.

1. *Making It Clear: clear language for union communications* teaches the basics of clear language, and includes information about creating an action plan
2. *The Clear Language Screen* is a tool you can use to evaluate document

Both are available from the Canadian Labour Congress

2841 Riverside Drive

Ottawa, ON K1V 8X7

- 613-521-3400
- www.clc-ctc.ca
- clcliteracy@clc-ctc.ca

UFCW

In 2001, the UFCW published an excellent booklet, *Clear Language and Design for Union Communications*.

It is available on their website:

www.ufcw.ca/publications_main.cgi

Canadian Association of Labour Media (CALM)

CALM publishes *CALM Ideas: The how-to newsletter for union editors*. This quarterly newsletter is mailed to all members of CALM.

For more information, visit their website: www.calm.ca
or call 1-888-290-CALM (2256)

Others who can help with this work:

- The **National Adult Literacy Database** includes an on-line database of organizations and individuals who specialize in clear language. **www.clear.nald.ca**
- **David C. Elliott** specializes in clear language for legal documents. His website includes an article, "Writing Collective Agreements in Plain Language", which was first presented to the 8th Annual Labour Arbitration Conference, in 1990. **www.davidelliott.ca**

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