

CLEAR LANGUAGE GUIDE TO COLLECTIVE AGREEMENTS



“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.”

*Making It Clear: Clear language for union communications,
Canadian Labour Congress, 1999*

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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 union locals and their members. They outline the rights the union has won.

Clear language allows people to communicate more effectively. A clear contract helps workers exercise their rights and use the benefits to which they are entitled.

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.
- 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 do not know what to expect, or what is expected of them. Clear contracts can empower workers to stand up for their individual and collective rights and meet their responsibilities.

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 can be challenging to read because they use legal language written in an uncommon style. Most of us struggle with the language. Often, only a small group of people know the contract well.

What happens when members cannot read their contract?

If you are familiar with your contract, you may know what most clauses mean. For others, the wording can be a barrier. Many members stop reading after several pages of clauses 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 there under 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 get discouraged and often feel inadequate. They may ask their steward or supervisor to help them understand the contract. Or they may get frustrated and give up.

The consequences of an unclear Collective Agreement

1) Members disconnect from the local

If members ask 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. They are also at risk of receiving an interpretation that undermines their rights.

2) Members feel alienated

If members struggle with the language of their contract, they can feel alienated from their union. This discourages people from thinking of the union as something they belong to and can contribute to.

3) Members do not get involved

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

4) Stewards have difficulty to do their job

If the contract is unclear, stewards may spend most of their time explaining basic entitlements. They have less time to educate and talk to members about the issues that need action such as grievances, and ways to improve their contracts.

5) Locals struggle to recruit stewards

It can be hard to recruit stewards. People burn out because of workload. If more people could read and understand the collective agreement, more members would feel capable of being a steward. The work of the steward could focus on educating and empowering the members which can be far more satisfying and rewarding.

Clear contracts have benefits for 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 understands their collective agreement?

Members can:

- Find answers to basic questions about their rights.
- Feel that the collective agreement belongs to them.
- Be participants in the union.

- See the direct benefits of the union.
- Become more active in the union.

Stewards can:

- Spend more time on education and other work.
- Be less likely to “burn out” from overwork.

The local can:

- Have members able to participate in the local.
- Recruit more stewards and members to other union positions.
- Be representative of the members in all union work and during negotiations.
- Be united and stronger.

About this booklet

This booklet outlines how to write a collective agreement that is accessible to members. It documents some of the work by CUPE locals.

CUPE locals can:

- Be more inclusive and accessible during meetings;
- Explain selected clauses of their contract in their newsletter and website;
- Involve members in rewriting clauses;
- Create an orientation document to their contract; and,
- Negotiate a clear contract.

Clear language can help CUPE locals become 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 assume that legal documents like collective agreements must use legal, inaccessible language. In the spring of 2003, the Canadian Labour Congress (CLC) convened a roundtable of affiliate representatives interested in labour education and literacy.

CUPE took part in these discussions. 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.

1. Unclear language harms workers and weakens unions.

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

- Do not see the agreement as their own.
- Think only union leaders and staff belong to the union.
- Feel disconnected from their union.
- Are discouraged from becoming stewards and taking on other union roles.
- Do not exercise their rights, and access benefits and entitlements.
- Underestimate the value of the union.

In the end, information is power. Unclear language disempowers members.

2. Unclear language is a barrier to equality.

Who can access information? Who has the power? Members marginalized by race, gender, ability, and other human rights grounds are most affected by unclear language in agreements. They may have less access to resources, education and other privileges. They may not see themselves reflected in contracts. Their rights may not be as well protected as more privileged members.

Marginalized members may be:

- Siloed into lower paying jobs.
- Unable to access their rights and benefits.
- Disempowered to exert their rights.
- Less able to challenge injustices and inequities.
- Unable to access systems and institutions.
- Unable participate in their union and the labour movement.

3. Unclear language drains union resources.

Explaining unclear language to members adds to stewards' and union staff's workload. It leads to unnecessary grievances and expensive arbitrations.

4. Unclear language benefits the employer.

- Workers who do not understand their agreements ask supervisors or Human Resources about their rights and benefits. They may be given inaccurate or misinterpreted information that undermines their rights.
- They can feel grateful to their employer for benefits that the union won.
- It can save the employer money when fewer workers access their benefits.
- The employer has power in its relationship with workers, particularly when workers are unaware of their rights, or their ability to exert them with the power of their union.

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

What can you 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 options to consider when embarking on the clear language approach. It is up to your local to decide what will work best for your situation.

The following section outlines ways to bring clear language into your local.

- Learn more about clear language.
- Create materials for members.
- Create an orientation document to your collective agreement.
- Negotiate a clear language collective agreement.

1. Learn more about clear language

Union members who benefit from clear writing:

- Stewards.
- Bargaining committees.
- Health and safety committees.
- Editors of local newsletters and websites.
- Local executive.
- Local members.

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

Clear Language supports our members and locals

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

Training is available

You can take CUPE literacy and clear language workshops. Contact your servicing representative to ask about CUPE Education.

Visit CUPE Education at <https://cupe.ca/mrm-union-education/events> to view the workshop calendar.

2. Create materials for members

You can create clear materials to:

- Support members to understand their collective agreement.
- Clear up ambiguous sections of your collective agreement.
- Reduce the unnecessary and confusing words.
- Make your contract accessible to all your members.

Members need to know what is in their contract. You can create resources and materials to help your members understand their collective agreement. This is the work your local may already be doing and can be a first step towards making the entire contract more accessible to members.

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

Tip Sheets

- Create handouts for members that help them find information in the contract.
- A tip sheet lists and describes each article of the collective agreement. It can answer frequent questions, or be organized by topic.
- Think about how members will find the information they need. Copy, email or post tip sheets to the local's website.

Tip Sheet Example #1

**In your collective agreement
March 2019 edition**

Seniority – Page 12, Article 13
Start counting seniority from the day you began your job. You cannot 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 must talk to your Supervisor about when you can take vacation.

Tip Sheet Example #2:

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 are 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 activity to help members think and talk about their contract. The quiz would ask questions about different articles. For example, “If you wanted to find out how many days of personal leave you are entitled to, where would you find it in the collective agreement.” Provide the answers to the quiz on a separate page.

Another approach is to **describe a situation** and ask people what they would do.

You could facilitate these activities:

- During orientation or membership meetings.
- Through e-mails.
- Using your local’s website.

Use a real scenario that your local may be dealing with in general terms. Be careful about member’s confidentiality.

Scenario Example:

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 apply 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

Help members understand the meaning of union terms.

- Make sure to explain and define the terms, whether speaking or writing.
- Do not assume that members know technical words and union lingo.
- CUPE has a clear language glossary of union terms. The glossary is a tool to help all members navigate union work, business and their rights. You can download the mini-dictionary from the CUPE website <https://cupe.ca/cupe-mini-dictionary-union-language>, or ask your servicing representative.

"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

Membership Meetings

Bring useful, clear information about your contract to every meeting.

- Look at one clause each time.
- Start with the clauses that members care most about, such as vacation, leaves, and benefits.
- Review clauses about things members need to know but may not understand. For example, disciplinary procedures, right to refusal, right to union representation, harassment and violence policies, and workplace health and safety.

Invite discussion:

- What could happen to workers in different scenarios?
- When should a member contact their steward?
- When should members record notes if something happens?

- When may a member have union representation at a meeting? When must they have representation?

Keep notes from your discussions, particularly members' questions and the answers from the collective agreement. Email these to all members as an information bulletin or post to your local's website.

Newsletters

In your local newsletter, include a regular feature about a collective agreement clause. Provide a clear description of what is in a clause.

Newsletter Example, from CUPE 4400 about Self-Funded Leave:

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

The Canadian Association of Labour Media (CALM) offers member resources if you subscribe for an annual fee. <https://calm.ca/>

Speak to your servicing representative about CUPE workshops to learn more about communicating with your members.

Host a workshop

CUPE Education offers a two-hour workshop, *What's in Your Collective Agreement*. Contact your servicing representative to find out more.

3. Create an orientation document to your collective agreement

Consider creating an orientation document if:

- Your contract is long and complicated.
- Many members are confused about clauses and language in the contract.
- Stewards have difficulty navigating the contract.

An orientation document can help clarify the contract. It allows you to explain the contract, article by article, for members, stewards, and executive members.

The servicing and bargaining staff of Hospital Employees Union (HEU) in British Columbia created an annotated version of their contract. Their version:

- Explains the different clauses.
- Answers common questions.
- Explains confusing points.
- Shows the changes since the last agreement.
- Gives examples of how the clauses work in real life.

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

Four steps to an orientation guide or annotated contract

Step One: Think about your Audience

First you must decide who will use the document. Is it for all members? Is it to help the stewards do their job? The audience will tell you what you need to write.

For example, a collective agreement orientation document for **stewards** would include every article and clause.

A document for **members** may include clauses of the most interest or asked about, or articles that cause the most confusion.

Step Two: Plan

Decide how the document will be written and produced. Are members of the local going to create the document? 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 servicing representative about CUPE Union Education.

This chart outlines some of the benefits and challenges of hiring someone or having the local produce the work.

How	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:<ol style="list-style-type: none">1. People who work on the companion document will understand the contract more deeply.2. The local will develop in-house expertise in making the contract clear.	<ul style="list-style-type: none">• 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">• 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.	<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

How	Benefits	Challenges
	<ul style="list-style-type: none"> The person you hire will have only one task: to finish the document. 	<p>work lives are governed by it.</p> <ul style="list-style-type: none"> When the local hires an outside person, the result is just a document. The local is not as strengthened as it would be if members were involved. Cost.

Step Three: Write

Allow yourselves time to do this work.

Develop an action plan with timelines. You can begin with a weekend or week-long clear language workshop. 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 and Revise

Test the draft materials with members. Find out if the document is easy to read and clear to use.

Survey members or bring people together to discuss. Ask members to find the answer to a question about their rights or benefits in the legal document and the orientation document. Ask them to explain what made one document easier to use than the other.

Evaluate the objectives you set for yourselves. Has the document increased the number of active members? The amount and type of work your stewards do?

You may 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. Ask your servicing representative for support to evaluate your document.

Orientation Document Example, an excerpt from CUPE 3393:

BEFORE	AFTER
<p>Article 19 - HOLIDAYS</p> <p>19.02 (b)</p> <p>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.</p> <p>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.</p>	<p>Article 19 - Holidays</p> <p>19.02 (b)</p> <p>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.</p> <p>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.</p>

4. Negotiate a clear language collective agreement

Negotiating a clear language agreement is possible when the union and the employer have a good working relationship. This happens when the employer can see the benefits of a clear language collective agreement. 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 use interest-based bargaining. The union and management discuss their objectives for bargaining when using this approach. Once they agree on ideas in principle, they focus on how the contract can reflect what they have 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 may work for first contracts in newly organized locals. There is no history to deal 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 Clear Contract

A clear contract demonstrates to members that their local union wants them to be informed and active about their rights and responsibilities.

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

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

How to Negotiate Clear Language

Step One: Negotiate

- Discuss the concept with the employer.
- Explore what is realistic in your context.
- Negotiate an agreement and sign a letter of understanding

For example: If the employer is willing but rewriting the entire contract is overwhelming, negotiate a few key clauses in clear language at each round of bargaining. Try to negotiate a letter of understanding that indicates the changes in language will occur in steps, and over time.

Letter of Understanding Example, 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: Plan

- Develop a timeline for the work.
- Be realistic. Remember that clear language work takes time.
- Break the work down into steps that can be achieved. For instance, decide to work on the clauses where you have agreement with the employer.
- Look first 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: Write

Rewriting the contract, article by article, is a lot of work.

CUPE Education can offer a workshop to help get you started, or to help if you get stuck. We can offer advice and assistance. Speak to your servicing representative about the help you need.

Step Four: Celebrate Success

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

Clear Language Example

Below is draft wording developed by a union-management committee during a week-long workshop offered by CUPE. The committee continued to revise their contract and tested their revisions with members and managers. They presented the final 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>(new article)</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. The acting appointment shall be for the duration of the opportunity. Where the 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>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> <ul style="list-style-type: none"> • first in their division, and

BEFORE	AFTER
<p>c) 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>d) 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>e) 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"> • then in the bargaining unit. <p>If the acting appointment is for 14 days or less:</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 more than 14 days:</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.

Some people may resist the idea of collective agreements in clear language. Some always resist change. Others may feel it is too much work.

Some other reasons people resist clear language:

- Fear the union will lose gains achieved in arbitration.
- Distrust that clear language is legally binding.
- Disbelieve that lawyers will respect clear language.
- Believe that ‘legal’ language has more weight.

Vague language in collective agreements is open to interpretation. Some unionized workplaces feel that it is the central role of the union to argue with the employer over interpretation of contract language. Clear language supports clarity over ambiguity. Some union members worry that clear language means losing the ability to fight over interpretations.

However, we can make language and ideas more accessible to members without being rigid. 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 “good reason” understood but it has room for interpretation. Using everyday language allows members to participate in the process of interpreting the contract.

We must accept that when we are trying to communicate complicated ideas or statements, it can be challenging to uncomplicated language. We can make every effort to communicate these ideas as clearly as possible so that members understand and have access to information about their rights.

Remember, some locals have negotiated clear language agreements. These contracts are legal. Clear language benefits everyone, not just some workers. It helps make unions more democratic because all members can be engaged and participate.

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

Clear collective agreements are possible. Whatever work you decide to undertake, the following ideas can help the process. Your goal is to make the union and contract more accessible to the members.

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 including everyone.
- 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

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 see changes in language that make the new version clearer.

Original version	Clear language version
<p>WHAT CHANGED?</p> <ul style="list-style-type: none"> • point-form helps to separate different ideas. • clarify who is doing what. 	
<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, AND • supervisors must give permission within one hour.

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<p>WHAT CHANGED?</p> <ul style="list-style-type: none"> <li data-bbox="203 317 732 390">• The title describes what is in this section. <li data-bbox="846 317 1414 432">• One long sentence has been divided into point form to make it easier to really find information. 	
<p>12.06 Definition of Grievance</p> <p>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>12.06 What is a grievance?</p> <p>A grievance is when employees and management disagree about:</p> <ul style="list-style-type: none"> <li data-bbox="857 621 1295 653">• what this contract means, or <li data-bbox="857 680 1419 753">• how the terms of this contract should be applied or administered <p>A grievance is also:</p> <ul style="list-style-type: none"> <li data-bbox="857 890 1438 963">• when someone thinks this contract has been violated, OR <li data-bbox="857 991 1398 1106">• when management has been unjust, improper or unreasonable with an employee.

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<p>WHAT CHANGED?</p> <ul style="list-style-type: none"> • Information buried at the end of Step 1 is moved to the beginning of the section. • In Step 1, language was made consistent. • In Step 2, important information about the time limit was moved from Step 3. 	
<p>12.07 Settling of Grievance</p> <p>An earnest effort shall be made to settle grievances fairly and promptly in the following manner:</p> <p>Step 1</p> <p>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>Step 2</p> <p>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</p> <p>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</p>	<p>12.07 How we will settle grievances</p> <p>This section describes the process to settle grievances.</p> <p>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</p> <p>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> <p>Step 2</p> <p>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>

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<p>decision within four (4) working days after receipt of such notice.</p> <p>Step 4</p> <p>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</p> <p>Failing a satisfactory settlement being reached in Step 4, the Union may refer the dispute to arbitration.</p>	<p>Step 3</p> <p>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</p> <p>If the grievance is not settled in Step 3, the Grievance Committee will give the written grievance to the Chief Administrative Officer.</p> <p>The Chief Administrative Officer has 5 working days to make a decision.</p> <p>Step 5</p> <p>If the grievance is not settled in Step 4, the Union can refer it to arbitration.</p>

Resources

1. CUPE Education

<https://cupe.ca/unioneducation>

2. 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)

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