USW Bargaining Guide

Addressing Domestic Violence in USW Collective Agreements
Thank you to USW activists and staff for providing Steelworker examples. Other material is used, with thanks, from domesticviolenceatwork.ca and from Can Work be Safe, When Home Isn’t? Initial Findings of a Pan-Canadian Survey on Domestic Violence and the Workplace by C. N. Wathen, J. C. D. MacGregor, and B. J. MacQuarrie of the Centre for Research & Education on Violence Against Women and Children, with the Canadian Labour Congress.

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Bargaining Guide: Addressing Domestic Violence in USW Collective Agreements

Making the case:
At the bargaining table, we can give many good reasons why we should negotiate language to address domestic violence and its impact on our workplaces:

- Canadian employers lose $77.9 million annually due to the direct and indirect impacts of domestic violence, according to a 2009 Canadian government study.\(^1\)

- 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.\(^2\)

- 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.\(^3\)

- 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.\(^4\)

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.)

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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, paid training for peer advocates and related workplace policies

Proposed model language is as follows:

ARTICLE XX – DOMESTIC AND/OR FAMILY VIOLENCE LEAVE

XX. The Employer recognizes that employees sometimes face situations of violence or abuse in their personal life that may have an impact on their work life, and that may require accommodation from the Employer.

XX. In recognition of the above, the Employer agrees that in each calendar year it shall grant each employee paid leave for domestic violence and/or family violence, without loss of seniority, for up to twelve (12) weeks. In addition to twelve (12) weeks of paid leave, the employee shall also be entitled to up to three (3) months of unpaid leave.

XX. Where an employee advises the Employer that they are experiencing domestic or family violence:

a. The Employer, if requested, and 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. To protect the employee’s confidentiality, the Employer will only disclose relevant information to those in the workplace on a “need to know” basis as necessary to ensure workplace safety and only as permitted by existing legislation.

b. The Employer will provide for counselling and referral to appropriate support services for the employee.

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

d. The Employer will provide the employee experiencing domestic and/or family violence with flexible work arrangements, advance of pay and other accommodations.

e. The Employer will protect the employee from adverse action or discrimination on the basis of their disclosure, experience or perceived experience of domestic and/or family violence.
Here are some examples of language that USW locals have bargained to address domestic violence:

**USW 2009 and Kwantlen University Public Interest Research Group**  
(British Columbia, settlement of March 2016)

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 confidentiality 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, March 2017-March 2022)

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, from January 1, 2017, to December 31, 2019)

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, October 1, 2016 – September 30, 2019)

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.

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