

“Women and Unions: Help or Hindrance”

by Joan McFarland

The issue of women and unions vis-a-vis women's liberation is a complicated one. On the one hand, if women's liberation is based upon women's economic independence and women's economic independence upon paid work(2), then in all likelihood, women will receive better pay and fringe benefits and enjoy better working conditions in a union than out of one. This logical sequence would argue for women supporting, joining and forming unions. Unfortunately, the question is not quite so simple. At one level, there is the problem of the treatment of women and women's issues within individual unions and within the labour movement as a whole. At another level there is the question of the role unions are playing. Are they co-opted by management as some in the

women's movement would suggest? Does this explain why unions seem to shy away from dealing with issues that would fundamentally alter the status quo? If the latter is the case, it augurs ill for the kind of changes some women would like to see both in the workplace and in society.

To investigate some of these questions, I studied the actual treatment of women in unions in New Brunswick. I examined, by use of a questionnaire, a sample of current New Brunswick collective agreements covering female employees.(3) What measures were included to ensure the equality of females with their male counterparts--i.e., non-sexist language, a no discrimination clause? What special provisions were made with respect to

women's particular needs--i.e., maternity leave, part-time work? Were there any aspects of the contracts which were actually detrimental to women--i.e., separate pay scales for men and women, an anti-nepotism clause? These are just some of the questions examined. Hopefully, the results will provide a set of concrete facts which throw light on that central question--are unions doing anything for women?

Before turning to the research, some of the previous work on women and unions in Canada must be mentioned. In each, the author explicitly or implicitly answers the above question. The answers range from "yes" to "no, not as they are presently constituted."

The most positive view is found in either surveys of policies to improve women's position or in writings by people within the union movement.(4) The authors implicitly posit unions as a solution to most of working women's problems. In their papers they move on from questioning the role of unions for women to concentrating on the problem of increasing the participation of women in unions both as members at large and as executives.

A second group of writings takes a closer look at particular unions or groups of unions. Almost without exception, the result is a more tentative attitude toward the value of

unions for women--at least as unions presently operate. One such study is a background paper prepared for the Royal Commission on the Status of Women which surveyed attitudes of a group of Quebec male union members toward their female counterparts.(5) There was a contradiction in the male union members' attitudes. On the one hand, they felt that a woman's place was in the home. In addition, it was suggested that the men would use women's issues for their own benefit--i.e., they would try to secure benefits for women to put the employer off hiring women. On the other hand, male workers recognized women's equal rights as union members. Another interesting aspect of this study's findings involved the attitudes revealed by the few questions asked of the female union members themselves. Because of their insecurity in the workforce, the women preferred not to make any demands of the employer. Nor were they progressive in their views. They did not support provisions which did not benefit themselves personally. Both older women and young single women, for example, were against paid maternity leave. In fact, in concluding their study, the authors suggest that it is the attitudes of the women themselves which must change first. Then the women must become the prime movers "in a sustained and enlightened effort" to transform the situation. This must come before a significant improvement in the attitudes of male workers can be achieved.

Another article which doubts the value of unions to women as they presently exist is by Jean Rands in Women Unite. She blames unions for allowing the persistence of an unequal division of labour between men and women in the workplace--i.e., between nurse and doctor, teacher and principal and secretary and boss. She recognizes that unions have done very little for working women but notes that neither has the Women's Liberation movement which only offers ways for the individual to get ahead--more women managers, more women professionals, etc. What Rands suggests is that working women and the Women's Liberation movement get together. Working women need to learn from the Women's Liberation group how to organize as women while Women's Liberation needs to become involved in bread and butter issues rather than just discussion and political action.

A paper by Patricia Marchak adds to our understanding by examining the position of women in white-collar unions. She concludes that "white-collar unions as they are presently constituted are no help to most white-collar women." (6) She found in her study that women had not only substantially lower pay than men both inside and outside of unions but also significantly lower job control. And, in fact, this lower job control was reflected even more in union women's pay than in non-union women's. The author attributes this to the more

careful evaluation procedures in the former case. Marchak is pessimistic about the future of women in unions as they presently exist suggesting instead the establishment of new unions of women only. (7)

None of the Canadian authors whose writings are surveyed above rejects the institution of the union itself. However, Selma James, the very influential British feminist leader of the Wages for Housework campaign has done just that in her two papers, "Women, the Unions and Work" and "The Perspective of Winning." (8) James rejects unions for their non-revolutionary potential and advocates substituting the issue of Wages for Housework for trade union organizing and recruiting. The Wages for Housework issue involves all women not just "working" women. Also it would have the advantage of being outside of capital's direct control.

The Invisible Workers: The Treatment of Women in New Brunswick Collective Agreements

In 1975 in Canada, women were 26% of all union members, in New Brunswick they were 20.1%. (9) This is an increase from the year 1972 when the figures were 22.3% and 16% respectively. There are particular sectors where most of the women are unionized. In public administration, 59.7% of Canadian women are unionized; transport, 51.1%; manufacturing, 34.5%;

services, 20.9%. Although public administration leads in the percentage of women unionized, in absolute numbers, most union women are found in services, manufacturing and public administration. But only in services are there more female than male union members. This is the case in New Brunswick also.

As to the question of representation on executive boards, out of 1005 total union executives in Canada in 1972, there were 94 women which comprised 9.4% of the total. Women were best represented on the executive boards of Canadian unions where they were 65 out of 460 or 14.1% of the board membership. In government unions, they were only 24 out of 413 or 5.5% whereas for international unions, the figures were 5 out of 132 or only 3.8%.

To sum up this information, it is clear that only a minority of women employees are union members, most of these in services, followed by manufacturing and public administration; and women are only in the majority as union members in that sector where women are also in the majority as employees. The situations in Canada as a whole and in New Brunswick are similar although there is a slightly higher percentage of union women in Canada and they are somewhat more spread out over industries. In addition, women are under-represented on executive boards of unions.

We worked with 59 contracts covering

13,827 female union members which was over half of the total 22,706 female union members reported in New Brunswick in 1976. The reader may refer to Appendix A for a listing of the 59 contracts with particulars. As well, Charts 1 and 2 give a breakdown of female membership in absolute numbers and as a percentage of total membership. In the group of contracts, 41 had a minority of female union members while 18 had a majority of the same. Of these latter 18, 4 had 100% female membership. This division into majority and minority female membership is significant in that a contract that did not recognize the fact of female employees was even less understandable in those cases where the contract in fact applied primarily to women.

Of the 18 female majority contracts, most were in the service industry, while there were several each in manufacturing, trade and public administration. The division into international, Canadian and New Brunswick unions was a little more even. There was only one independent company union in the group.

Our questionnaire was designed to evaluate the contracts on the basis of being non-sexist, offering equal treatment and opportunity for women and providing for their particular needs. Specifically this meant, to begin with, examining the language of the contract--i.e., the pronouns--to see whether both male and female em-

CHART 1

Distribution of contracts surveyed by percentage female of total membership

% female of total union membership

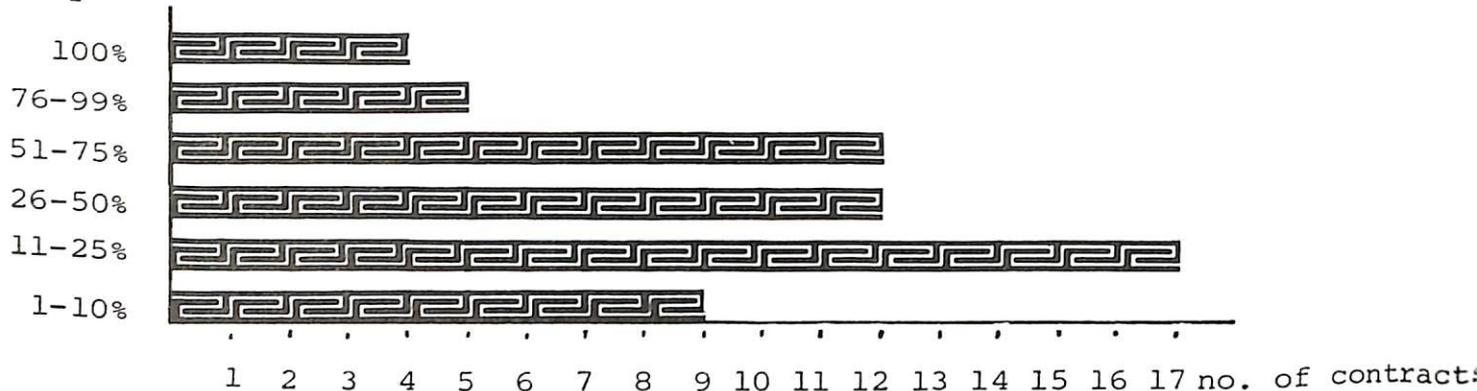
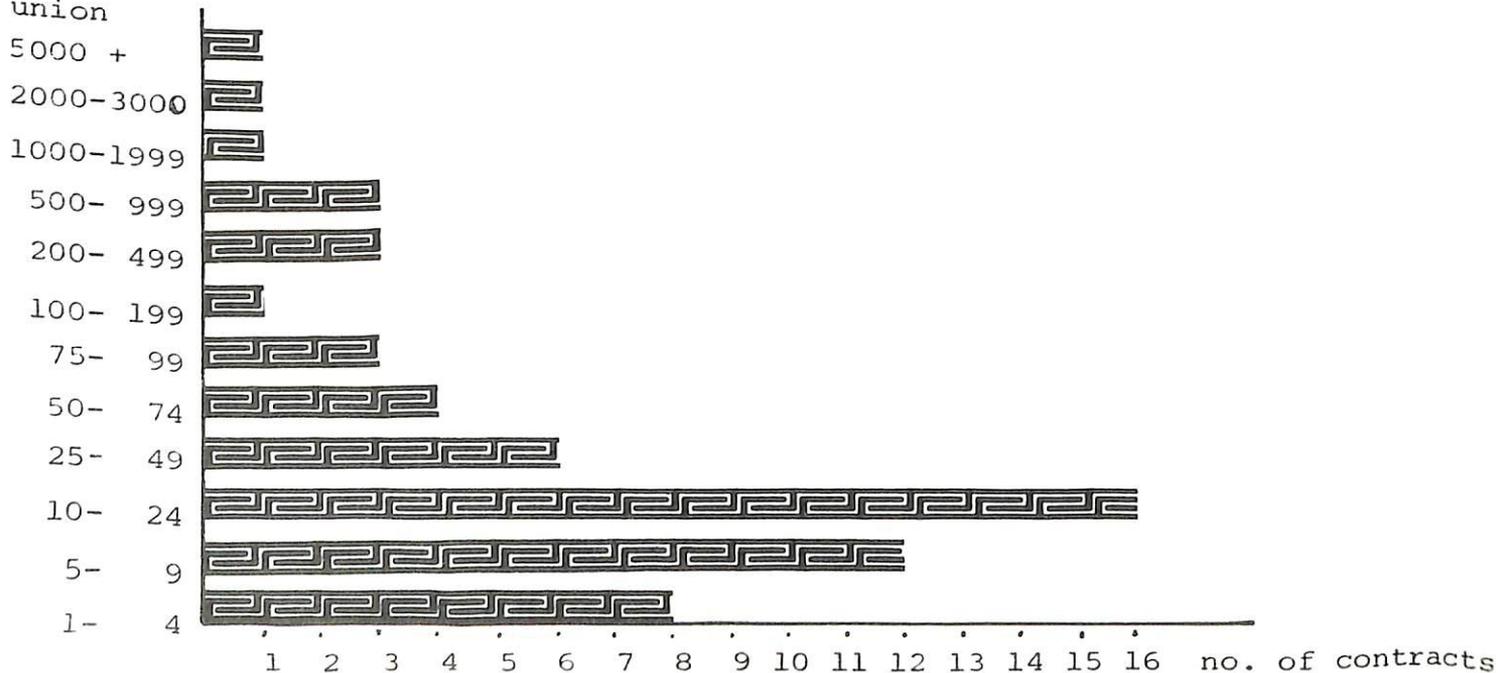


CHART 2

Distribution of contracts surveyed by numbers of female employees covered

no. of female employees in the union



ployees were referred to, or just the former. Along these same lines, occupational titles were scrutinized to see whether they implied sex differentiation. The next step was a search for certain specific clauses. These included a "maternity leave" clause, a "no discrimination" clause--a clause guaranteeing no discrimination to employees on the basis of sex or marital status--and an anti-nepotism clause--a most undesirable clause precluding the employment of relatives in the same department or institution. Next, the fringe benefits provisions and pay scales were examined for sex discrimination. Finally, note was made of the rights and privileges of part-time workers and any other special treatment of female employees--i.e., the so-called "protective" clauses.

A non-sexist contract would use "he/she," "him/her" or "she/he," "her/him," or some variation of these throughout. This allows female employees to identify with the contract and know that it was written with them also in mind. Many contracts are written in only "he/him" although "she" may be used under maternity leave, if there is such a provision. It would seem that sometimes this language is simply a reflection of the attitude of male employees and male management. Women either do not exist or, if they do, they are not important. Other more sophisticated defenders of this language would say that "he" is a universal pronoun--that

it can be used to refer to persons of either sex. But this is not comforting to a female employee trying to relate to the contract. A compromise is sometimes reached whereby a clause is inserted into the contract saying that "he" wherever it is used in the contract also subsumes "she." This may be better than nothing but again it is not satisfactory for the female employee who probably uses the contract to look up individual clauses as the need arises.

Of the 59 contracts examined with at least one female employee, 24 used "he/him" throughout. Of these, three were actually contracts covering more female than male employees. Twelve more only used "she" in specific clauses. Thirteen had a "he includes she" clause and only five were completely non-sexist. It is interesting to note, though, that two of these had 100% female employees and two more had a majority of such.

The matter of occupational titles is a somewhat awkward area for evaluation. Basically, a contract with a substantial number of occupational titles like salesman or lineman or delivery man implies job segregation of males and females. Some contracts actually differentiate between male and female clerks, salesmen and salesladies, etc. What is difficult about this area, however, is that, in part, occupational titles are a reflection of the industrial or job area rather than the de-

gree of sexist or non-sexist consciousness on the part of the signatories of the contract. Thirty-seven of the 59 contracts tabulated had sexist occupational titles like oven man, delivery man, etc. Of these, four actually differentiated between males and females in the same occupation--i.e., male general labour versus female general labour.

All of the contracts were examined for the existence of a "no discrimination" clause. Twenty-two of the 59 contracts included such a clause that mentioned sex either explicitly or implicitly (some read "no discrimination for any reason whatsoever.") Only 7 contracts included marital status as well as sex in their clauses. Four of the contracts, however, had a "no discrimination" clause but did not include either sex or marital status among the specifics for such non-discrimination. Of these, one was a contract covering a majority of female employees. The remaining 33 contracts were without a "no discrimination" clause. (10)

As explained earlier, the "anti-nepotism" clause is designed to prevent any so-called favouring of a family member by an employer. On the surface, this may seem reasonable but, in practice, it tends to discriminate against women. Between male and female family members, it is just about always the woman who is not hired or who cannot continue under the

anti-nepotism regulations. (11) This is particularly unfair if there is only one such company or institution in a town or if it is in fact a one company town. A better regulation is to make all hiring decisions on the basis of merit. To ensure that this is done, the best protection against "anti-nepotism" clauses for women is to have "family relationship" as one of the categories for no discrimination in that clause.

Of the contracts examined, only one had an "anti-nepotism" clause. None had family relationship included as a category for no discrimination. The next clause examined was that of maternity leave. Ideally, a contract would provide for paid maternity leave for a reasonable period of time before and after the birth of the child. A total of three months paid leave was what we had in mind. It should be recognized that there are minimum requirements of the employer set down by legislation. In New Brunswick, there is first of all the Minimum Employment Standards Act. This Act allows an employee a minimum of six weeks before and six weeks after the birth of a child, which could be extended to a total of sixteen weeks upon the presentation of a medical certificate, without the employer being allowed to dismiss her from her position. In addition, a woman may claim Unemployment Insurance Maternity Benefits for 15 weeks. These benefits would be two-thirds of her average

weekly earnings up to a specified maximum.(12) For this reason, although it is useful to have a maternity clause anyway, only the ones that offer more than the minimum available by law are really significant. On the other hand, these minimum standards can be used to explain the omission of this clause in a contract.

Of the contracts examined, 30 had maternity leave clauses, 29 had none. Four of these latter were majority female contracts. Not a single agreement offered paid maternity leave. The most that any of them offered was to allow the employee to use up her sick leave privileges during maternity leave. Eleven contracts allowed this but all but one specified limitations as to the amount of time allowed. Besides the one unlimited one, the most sick leave allowed was 30 days; more common was ten days only. Four of the eleven only allowed the employee to take sick leave for complications arising from pregnancy. It is interesting to note that of these same eleven, only seven were majority female employee contracts.

Only fifteen of the 59 contracts mentioned the job guarantee aspect of the leave. In most cases, this guarantee covered more than required under the Minimum Standards legislation--i.e., the majority guaranteed the same position, quite a few guaranteed the same or a higher rate of pay, a few guaranteed the same geographical loca-

tion and a few allowed the employee to keep her seniority rights.

One quite pernicious aspect of the maternity leave clauses examined was the inclusion of provisions whereby the employer could force the employee to take maternity leave and not allow her to come back either before a certain set time or only upon presentation of a medical certificate. This suggested a desire by the employer to get rid of the pregnant or post-partum employee, at least until there was no trace of the event left. Of course, the employer might argue that this attitude was a result of concern for the health of the employee and child. But surely this should be up to the woman herself. Of the contracts examined, quite a number of them, fourteen in all, had some such provisions. Possibly for the same sort of reasons, most of the contracts allowed considerably more than the minimum legislation's twelve weeks for maternity leave--one allowed twelve months, another six months while most allowed approximately four months in all. The exceptions were notable. Nurses from both the public and private sectors got only the minimum twelve weeks.

Fringe benefits are a very important area of potential sex discrimination--i.e., unequal insurance payouts, greater benefits for males with dependents, etc. However, in most cases the details of the schemes were not available within the contracts per se.

The most we could look for was whether such schemes existed at all. In addition, we made a comparison of the range and scope of benefits offered between those contracts where males were in the majority and those where females were in the majority. Due to the prevalent view of the male as the provider, the female as a casual or temporary member of the labour force, we would expect more fringe benefit provisions for male-dominated contracts.

Sixteen of the 59 contracts had no fringe benefit provisions at all. Of these 16, three were contracts where females dominated. The rest had a variety of plans. Most generous usually was the health plan. Twenty-eight of the contracts had health plans and for the majority of these the employer paid at least 50% of the premium--in a few cases even 100%. Two had dental plans financed 100% by the employer.(13) Of the twenty-eight, 10 or approximately one-third were contracts where females were in the majority. In other words, the women more or less kept up with the men in this area. Nor were they far behind in retirement benefits and pension plans. Seventeen of the contracts had either retirement benefits or pension plans--seven of these were female majority contracts. However, in the area of life and disability insurance, women did less well than the men. Thirty-two of the contracts had life and disability insurance

plans but only four were in establishments dominated by female employees. It might also be noted that of the details specified under these plans within the contracts, several were discriminatory--i.e., offering their male employees higher benefits than their female employees.(14)

Most of the contracts included pay scale information. What we would consider non-discriminatory would be pay-scales which neither explicitly nor implicitly differ between male and female employees. Those which explicitly discriminate would be those that have separate categories for males and females at different rates of pay--that of the females often substantially lower than that of the males. We encountered three such contracts. More common, however, was implicit discrimination. This would be where there are jobs which are obviously male or female and significant pay discrepancies between the two. The vast majority of the contracts was of this latter type. On the subject of pay-scales, it would have been very interesting to have known whether raises had been of a per cent or flat rate nature. It is the latter that are more advantageous for women at the bottom of the pay-scales since it decreases differentials in pay as compared to per cent raises which increase them. Unfortunately, the nature of the raise was impossible to tell from just an examination of the contract itself.

Part-time work can be a very suitable arrangement for female workers (or for men for that matter) with other responsibilities such as children. Unfortunately, however, part-time workers often receive second class treatment on the job in every aspect-- pay, fringe benefits, job security, etc. A contract which gives equal treatment to part-time workers would give these employees rights and benefits on a pro rata basis--i.e., the same pay as a full-time worker per hour, per day or whatever, fringe benefits in proportion to the time worked (i.e., a half-time worker would get one-half the fringe benefits of a full-time worker). This would also include seniority according to time worked. This is what we looked for in the contracts examined.

Thirty-nine of the 59 contracts had no provisions for part-time workers. This means that the compensation and terms and conditions of employment were left totally up to the employer. Of the remaining contracts, only nine gave rights and privileges to part-time employees, only four of these on a pro rata basis. Of the nine with privileges, five were majority female contracts. The other eleven actually imposed restrictions against part-time workers of which four were female majority contracts. These restrictions, found particularly in the supermarket contracts, were designed to protect full-time employees from encroachment by part-timers by restricting the num-

ber of the latter employable at any one time. The full-timers would argue that such restrictions are necessary because, since part-timers are paid less, the employer prefers to hire them. However, were part-timers treated on an equal basis as suggested above, this money-saving motive on the part of the employer would no longer exist.

In addition to the above specified clauses, other clauses were looked for which would affect women particularly. Most prevalent were the so-called "protective" clauses for women. This tradition of protective clauses originates with the nineteenth-century Factory Acts in England. They were introduced to protect women (and children) from inhuman working conditions in terms of hours, breaks, surroundings, etc. This seems all very laudable. However, there is ample evidence that in more recent times such legislation has been used by male unionists to discourage the employer from hiring women.⁽¹⁵⁾ In other words, this legislation has had the practical effect of making the employment of women just too much of a nuisance.

Of whatever nature or for whatever purpose, such legislation does exist in a number of the New Brunswick contracts examined. One had a limitation as to the number of hours a female could be employed. Another had the regulation that the shop steward had to be on duty whenever a female worked

on production. Another required that female employees have two ten minute rest periods per day. Four contained provision that transportation home be provided for female employees working after midnight.

One other aspect of the contracts which must be noted was that certain of the contracts had questionable provisions of a disciplinary nature directed toward female employees. For example, one gave the employer the right to investigate a sick-leave claim, another required the employee to make up any cash shortage, another included "indecent" as grounds for dismissal, another specifically excluded "babysitting problems" as valid grounds for emergency leave and a last specified the colour of slacks a female employee might wear on the job.

Another way of looking at the contracts, apart from looking at them as a group on a clause by clause basis, is to evaluate each individual contract as a whole. This was done and the question posed was what were the contributing factors leading to a good contract--or a bad one.

The contracts were evaluated on a 1-6 scale according to how much awareness they showed toward the women's issues discussed above. Contracts which showed evidence of some enlightenment with regard to women's issues received from 1-3. A contract which seemed to show no such aware-

ness received a 4. A contract which contained clauses actually detrimental to women received a 5 or 6. It should be noted that this is not meant to be an overall evaluation of the contracts. One significant omission is the value of the wage packet. Unfortunately, this was impossible to include as the information in the contracts was too incomplete.

The vast majority of the contracts received 4's on a scale of 6's. Only one was awarded 1--to the N.B. Teacher's Federation contract. Three 2's went to two N.B. nurses' union contracts and that of Optyl, a glasses frames factory; three 3's to a non-teaching Education group, Dominion, and Steinberg Stores' unions. On the other side of the coin, Atlantic Sugar and Sobey's Stores received 5's for their contracts while two fish-packing contracts, Connors and Blue Cove and the University of New Brunswick maintenance staff contracts received 6's. Information about these particular contracts and the particular reasons for the evaluation are summarized in Table 1.

In order to understand these results better, the contracts were separated into seven categories of union affiliation--CUPE (Canadian Union of Public Employees), New Brunswick Public Employees Association, Retail, Wholesale and Department Store Workers (international), other international unions, other Canadian unions, other

TABLE 1

The Best and Worst Contracts

<u>Contract</u>	<u>Position on 1-6 scale</u>	<u>Positive/Negative Aspects</u>
Education 1 (teachers)	1	non-sexist language, 30 days maternity leave on sick leave pay, good fringe benefits, grievance procedure
Medical 3,4 (nurses)	2,2	he includes she clause, a no-discrimination clause, pro-rated part-time pay and benefits
Optyl Ltd.	2	non-sexist language, a no-discrimination clause, good fringe benefits
Education 5 (non-teaching)	3	he includes she clause, a no-discrimination clause, some part-time provisions, good fringe benefits
Dominion Stores	3	he includes she clause, good fringe benefits
Steinberg Stores	3	good appendix on part-time pay and benefits, he includes she clause in appendix
Sobey's Stores	5	lowest pay to <u>female</u> clerk, no fringe benefits, management rights receive priority in part-time hiring
Atlantic Sugar	5	clearly segregated job classification
UNB (maintenance)	6	an anti-nepotism clause, specifies baby-sitting problems as not allowed for emergency leave
Blue Cove Packing	6	male/female pay scales, protective clause (shop steward must work whenever female on production)
Connors Bros.	6	male/female pay scales, females get vacation pay only after 15 years of service

New Brunswick unions and independent. Three of the best contracts were New Brunswick unions--those of the teachers and the nurses (two contracts). However, none of the N.B. Public Employees Association contracts which covered 1587 female employees in the two big clerical worker unions in the provincial government were impressive. Contracts of unions with international affiliations, which were more than half of all of the contracts, showed an almost total lack of awareness of women's issues. Perhaps this should not be surprising when so many of them have retained the term "brotherhood" in their titles. The only notable aspect of this group of contracts, mostly contracts where women workers were the minority--often the office staff at an industrial site--was that a substantial number of them had good fringe benefit provisions. One among the best (Optyl) and one among the worst (Connors Bros.) contracts were of non-affiliated unions so this would suggest that this aspect is not significant in itself. Both one of the better--non-teaching Education--and one of the more objectionable--UNB maintenance staff--contracts were of CUPE unions. The contracts of the other Canadian union affiliates were all lacking in awareness on women's issues.

Another division of the contracts made was by type of work. Four categories were used--government, factory, service and industrial. In the government

grouping, there are first of all the teachers and the nurses with their good contracts. But apart from these, the government contracts examined were uninspired. This included the contracts of the New Brunswick government clerical workers and several groups of municipal workers in CUPE unions. The factory workers' contracts were either 4's or worse with the one exception, Optyl. The worst ones of the group were either those where women were in the majority such as Blue Cove Packing or where the numbers of males and females were more or less even such as Connors Bros. and Atlantic Sugar. The service industry contracts were generally unexceptional apart from those of Dominion and Steinberg's on the positive side and the UNB maintenance staff contract on the negative side.

Dividing the contracts by size of employer as indicated by the number of employees in the union seemed to indicate that large numbers of employees could be helpful. For example, the teachers' union had 8159 members (5092 females) while the nurses had 2541 members in the two groups. The non-teaching Education contract also had 2971 members. However, on the other hand, the Connors Bros. contract covered 1200 employees while Atlantic Sugar's covered 300. The medium-sized and small firms generally had unexceptional contracts. The only case that did not fit this pattern was Optyl with 103 employees. Blue Cove, with one of the bad contracts, had

only 40 employees (31 women).

A final approach was to compare the female majority with the female minority contracts in the group surveyed. The main difference between the two groups was that the only contract that received a 1 on our scale was among the female majority group. The female minority group was mostly very poor on women's issues. This result should not be surprising. In fact, a greater difference between the two groups might have been expected. On the other side of the ledger, however, the female minority group tended to have better fringe benefits. This might also be expected from the tradition of man as the provider. In a male workplace, the fringe benefit package becomes a central bargaining issue.

The above groupings do offer some additional insights into the factors leading to a good or bad contract as it affects the women employed under it. However, it is possible to suggest additional factors that might be involved in the particular cases of the contracts examined. The first is the fact that the teachers' and nurses' contracts both cover professional workers. In fact, these are the only professional groups in the female majority contracts surveyed. The only other professional contract among the group was Professional 3, a N.B. Public Employees Association engineering and field staff union.

This union's contract received a lowly 4 on our scale. However, it covered very few female employees--seven out of a total of 280.

The only other comparison would be the more national as opposed to regional nature of the firms with the more enlightened contracts--i.e., Dominion and Steinberg Stores contrasted to the firms with the poor contracts--i.e., Connors Bros., Atlantic Sugar, Sobey's, Blue Cove Packing and the University of New Brunswick.

Trade Unions and Women's Liberation

The evidence from collective agreements in New Brunswick does not suggest significant gains for women in unions. Only 7 out of the 59 contracts surveyed had anything to offer women. Even worse, 5 of them actually had discriminatory aspects. This situation is particularly serious because it is at the contract level where union women's rights and privileges are defined. The only other guarantee the woman employee has is in those areas covered by legislation.

The question is whether change will be just a matter of time. As women's participation in unions increases, their consciousness of the need for particular provisions in their collective agreements could become greater and the situation could improve. This is one possible scenario. The other possibility is that there are contradictions inherent in the trade union

process itself which will make it very difficult for women to make any real gains through this channel. It is this second question which we will deal with here.

We will begin by looking at some of the practical problems that arise in unions vis-a-vis women's attempts to make gains. We will then consider some issues crucial to women's liberation which have been left absolutely untouched by the union movement.

In looking at the practical problems which arise in unions, it is appropriate to start with the most usual situation: where women are a minority of the union membership. Under such circumstances, women and men in the union may gain higher pay, improved fringe benefits and better working conditions by bargaining with the employer. However, when it comes to issues of particular significance to women--equal pay for equal work, equal opportunity for advancement, discrepancy funds, maternity leave, part-time status, day care, etc., the gains that women make through the union channel are likely to be minimal. Not only will these issues pit the women against the men in the union since the men may feel that these benefits will be at the expense of others of direct advantage to them but also the employer can play on these fears by making the bargaining appear to be a zero sum game.

If, after a long struggle some clauses

of particular interest to women are included in the contract proposal, there is a very strong likelihood that those clauses will be the ones sacrificed in the bargaining process, particularly where the union bargaining team is male or predominantly so. After all, it is in the bargaining process itself that the judgement and priorities of those particular individuals play a role. And even though the union could still refuse to ratify the negotiated contract, it is unlikely that this would take place in a predominantly male union if the only clauses that are at issue are those pertaining to women's special interests. After all, the alternative to ratification would be a strike.(16)

What is the basis of the conflict between men and women within unions? At the very heart of it, no doubt, are the inherent conflicts of our patriarchal system--the view that men are superior, women inferior or that men are the breadwinners, women men's dependents. Women who are in the labour force are there on a temporary basis--between father and husband--perhaps between husbands--or to earn supplementary family income.(17) In addition to these basic attitudes vis-a-vis women are the men's own problems. They themselves are far from satisfied with their jobs, their pay, their working conditions, if they are secure at their jobs at all. In times of unemployment, this insecurity becomes all the more acute. In this state of mind and given their

fundamental attitudes, it is not surprising that men would feel less than generous about bettering women's positions.(18) And as mentioned above, a smart employer will play off these fears.

An all women's union would certainly solve some of these problems.(19) The women would not have to battle their fellow male union members as well as the employer to achieve their goals. It would be their priorities not the priorities of their male union leaders nor their male bargaining committee which would determine the clauses sacrificed in the negotiations and the issues which would warrant strike action if demands were not met. However, there is a fundamental problem with all-female unions; that is, the kind of jobs that are involved. To be a union representing all female workers implies female ghetto jobs and all the problems entailed in such jobs. And the union can only fight to improve conditions within those jobs but not do much to get women out of those jobs into other more rewarding ones.

What about a women's caucus within a mixed sex or predominantly male union or a women's department within a labour federation?(20) These enable women to focus better on issues of special concern to them and do serve as a valuable educational tool. They do not avoid, however, the final reckoning with male union members and ultimately the employer.

We have discussed, in the research section of this paper, issues and concerns of particular interest to women which women can fight to have taken account of in a proposed and negotiated contract; but, in many ways these do not include the fundamental issues-- those that would significantly alter women's position and in so doing alter the status quo. In Canada almost no attempts have been made to attack such issues through unions.(21) The fear seems to be that they would be thrown out upon mention.

One such issue is that of day care. For women to work on an equal footing with men there needs to be provision for the free care of their children (since they do not have wives who will assume this responsibility). Otherwise, a large part of their pay-cheques are dissipated towards the expense of making private child care arrangements and their energy is wasted by the anxiety created in finding suitable care.

There is also the question of the role of part-time work. Since working women live in households, approximately one-third of them with children, they have heavy workloads outside of their official working day.(22) To end this inhuman schedule, two things are required: more part-time work and a sharing of domestic tasks by other members of the household.(23) This might in turn require more males working part-time if any part of the day is to be left for leisure. This

also should be an issue fought for by unions.

Another issue is the one, brought up by Jean Rands, of the unequal division of labour.(24) Why should the interesting jobs, the ones with high job control, status, responsibility and pay be distributed as they are between secretary and boss, nurse and doctor? Why should secretaries be considered unskilled? The female job ghettos have persisted for too long already. Should it not be the task of the labour movement to do something about it?

And what about housewives? Not only are they presently unorganized, they are unpaid as well. They are the last vestiges of the barter economy. The demand of "wages for housework" is almost surely a labour issue, yet which unions have become involved in this struggle?(25)

This concluding discussion has underlined some of the inherent problems for women in the union movement. The question is, if unions have not touched the really crucial issues-- day care, the role of part-time work, the sexual division of labour both in the home and the workplace or wages for housework--whether there is hope for women's liberation through this channel. Certainly, we should not spend all of our energies blindly rounding up women into unions and

leading them to expect that unions will solve their problems. At least some of our efforts must continue to be devoted to the analysis of the union movement and women's place or absence of such in it.

NOTES

1. I would like to express my gratitude first of all to the Department of Social Sciences at St. Thomas University for a grant which enabled me to hire a research assistant; second, to I. O. Okonkwo who, as my very able research assistant, examined the contracts and filled out the questionnaire for each; and finally, to the New Brunswick Department of Labour and Manpower, Labour Market Services Branch and particularly Vern Lacey, for their co-operation and generous assistance in doing the research for this project. Of course, the interpretation of the facts and the views expressed are my own.
2. This, for example, is Simone de Beauvoir's conclusion in The Second Sex. See her last chapter. It is also the Marxian view. See Engels' The Origin of the Family, Private Property and the State, p. 148.
3. Where a current contract was not available, the most recent one on file was used. The survey was conducted in the summer of 1977. The questionnaire is available on request.
4. See, for example, the few pages on the subject of women and unions in the Royal Commission on the Status of Women pp. 61-65, in the Report of the Inter-departmental Committee on the Roles of Women in the New Brunswick Economy and Society pp. 97-101, or in Constantina Safflios-Rothschild's Women and Social Policy pp. 154-55. For writings by union women, see the Grace Hartman article in Women in the Canadian Mosaic or the papers from the March 1976 female trade unionists' conference presented in Canadian Labour, Sept., 1976.
5. Renée Geoffroy and Paule Sainte-Marie, Attitudes of Union Workers to Women in Industry.
6. "The Canadian Labour Force: Jobs for Women" in Women in Canada p. 209.
7. A Halifax Women's Bureau pamphlet, Women at Work in Nova Scotia, on the basis of women's experience in unions, comes to a very similar conclusion recommending "women's caucuses and new unions" p. 37.
8. These are both in a pamphlet published by the London Wages for Housework Committee and Falling Wall Press, 1976.
9. The sources of the data are:
Canada and New Brunswick, 1975 - Annual Report of the Minister of Industry, Trade and Commerce under the Corporations and Labour Unions Return Act of 1971, Part II, Labour Unions, 1975, pp. 55, 69.
New Brunswick, 1976 - 1976 Directory of Labour Organizations in New Brunswick, Labour Market Services Branch, Department of Labour and Manpower, pp. 6, 10-11.
Canada, 1972 - Women in the Labour Force: Facts and Figures (1975 edition), Labour Canada, Women's Bureau, p. 287.
It should be noted that the data from federal and provincial sources do not always match. For example, the New Brunswick figure for women as a per cent of N.B. union members in 1975 was 27% whereas the Canadian figure was 26.1%. It was suggested to me by provincial sources that the New Brunswick figure is the more accurate one since they have a closer access to the data sources. Also the Canadian data excludes any independent union with less than 100 members. The N.B. data is all-inclusive.
10. It could be argued that Human Rights legislation covers the "no discrimination" area but then complaints would have to be dealt with through that body rather than through the grievance procedures of the contract.

Grace Hartmann, *op. cit.*, cites evidence of just such discrimination occurring in a City of Saskatoon contract in which it is the wife who must resign or move to another department, p. 252.

This is a significant limitation for professional women. For them to go on UIC would mean a substantial drop in their income at a time when they could least afford it.

It is worth noting that one contract, Dominion Stores, with 100% employer financed health and dental schemes, included a clause stating specifically that the dependents of female employees would also be covered in these plans.

Note that this contravenes New Brunswick Human Rights legislation.

See for example Attitudes of Union Workers to Women in Industry, *op. cit.*, p. 23, where one union executive is quoted as saying:

It isn't because they are liberal or soft-hearted that union-members favour the idea of wage parity. It is simply that the men are confident that when employers have to pay the same wages to women as to men, they will naturally prefer to hire men. Many have this idea.

See also the statements on pp. 24 and 84 of this same study. For an even more specific example see Heidi Hartmann, "Capitalism, Patriarchy, and Job Segregation by Sex," in Women and the Workplace: The Implications of Occupational Segregation, Martha Blaxall and Barbara Reagan, ed., p. 162 where the Cigarmakers International Union president in 1878 is quoted as saying:

We have combated from its incipency the movement of the introduction of female labor in any capacity whatever, be it a bunch maker, roller or what not. . . . We cannot drive the females out of the trade, but we can restrict their daily quota of labor through factory laws. No girl under 18 should be employed more than eight hours per day; all over-work should be prohibited. . . .

In the study done for the RCSW, The Attitude of Union Workers to Women in Industry, one of the questions posed to male union members was: "Would you be prepared to go on strike in order to secure female workers maternity leave without loss of income?" The answers were: Yes, 32.1%; No, 39.7%; Undecided, 22.2%.

The RCSW study found this a very prevalent assumption in interviews with union members regarding women's employment, p. 7:

One of the constant and characteristic themes that emerges in discussions of female employment is its temporary nature. Women accept positions on a short-term basis, while expecting to get married, while expecting their first child or as a temporary measure to supplement their husbands' income at first to make the last mortgage payment on their house. Women themselves consider their involvement in the labour market as a temporary commitment, and unionized workers concur in this view. And thus, the working women may remain in an indefinite, transitory status for ten, fifteen, or twenty years. Hundreds and thousands of women are at work in offices, factories, hospitals, stores--all, apparently, on a short-term basis, the average unionized worker is convinced (underlining mine).

A union official in the RCSW study, p. 77, puts it very cynically:

. . . if you insist on securing for women too advantageous a status (one that will cost the employer too much), the result will be simply that the employers will decide not to hire women. You can also have on hand a situation where a union, dominated by a male majority, will wish to negotiate all sorts of special benefits for the women simply because the men want to protect their own jobs and eliminate all female competition.

An important all-women's union has been formed in Western Canada, SORWUC (Service, Office and Retail Workers Union Canada) which has recently been organizing female bank employees. The reason they give for having an all-women's union is to force women to face up to the problem of the prevailing attitudes of women themselves toward unions. A discussion of the question is given in paper entitled "Service, Office, Retail Workers Union Canada," mimeo, June 1977. Their conclusions are along the same lines as those of the RCSW background study (*op. cit.*)

Male union members, in general, are against any such division by sex saying that members must be united. See the RCSW study, p. 105. However, various women writers suggest it, especially as a transitional measure. Constantina Saffilios-Rothschild in Women and Social Policy, p. 155, is one of these.

21. However, a 1971 CUPE pamphlet did at least include a convention approved resolution for day care as a measure for collective bargaining.
22. The 1973 Canadian figures are 1,054,000 working mothers out of a total 3,152,000 women in the paid labour force. See Facts and Figures, *op. cit.*, 1975 edition, p. 269. A Halifax time-budget study gives the figure of a 8.9 hour day in market and non-market work for a married woman with young children. However, this is an average figure for women with both full-time and part-time jobs outside the home--giving an average market work time of only 4.4 hr. See Susan Clark and Andrew S. Harvey, "The Sexual Division of Labour: The Use of Time," Atlantis, Vol. 2, no. 1 (Fall 1976), p. 57.
23. Gail A. Cook's study, Opportunity for Choice has a good discussion of part-time work and the length of the working day. See pp. 159-62.
24. *Op. cit.*
25. See Selma James, *op. cit.*, for more on this.

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APPENDIX A

List of Contracts Surveyed

<u>Name of Company</u>	<u>Union Affiliation</u>	<u>No. of female/ total employees</u>	<u>Location</u>	<u>Type of Work</u>
FEMALE MAJORITY CONTRACTS				
Blue Cove Packing	Canadian Seafood and Allied Workers	31/40	Blue Cove	Fish Packing
Co-op Farm Services	RWDSW	54/100	Moncton	Dairy Factory
Canadian National Hotels	Canadian Brotherhood of Railway, Transport and General Workers	65/120	Moncton	Hotel Staff
Gara Operations	Bakery and Confectionery Workers International	7/7	Moncton	Flight Kitchen
Lavoie Save-Easy	RWDSW	6/10	Dalhousie	Supermarket
Memramcook Institute	CUPE	30/44	St. Joseph	Institute Staff
Mt. St. Joseph	Association of N.B. Registered Nursing Assistants	45/45	Chatham	Nursing Assistants
N.B. Telephone Co.	International Brotherhood of Electrical Workers	447/447	All of NB	Telephone Operators
Ocean Maid Foods	Fish Processing and Canning International	265/449	St. Andrews	Fish Canning
Optical	Independent	86/103	Oromocto	Assembly of Glasses Frames
Radio Shack	International Brotherhood of Electrical Workers	82/100	St. Basile	Assembly of Small Electronic Instruments
University	CUPE	21/39	Sackville	University Food Services

Name of Company	Union Affiliation	No. of female/ total employees	Location	Type of Work
FEMALE MAJORITY CONTRACTS				
Clerical 1 (NB gov't)	NBPEA	671/742	all of NB	Clerical and regulatory
Clerical 4 (NB gov't)	NBPEA	916/921	all of NB	Secretarial, stenographic and typing
Education 1 (NB gov't)	NB Teachers' Federation	5092/8159	all of NB	Teachers
Institutional Care and Institutional Services 1 (NB gov't)	CUPE	756/1398	all of NB	Maintenance
Medical 3 (NB gov't)	NB Civil Service Nurses Provincial Collective Bargaining Council	186/186	all of NB	Civil services nurses
Medical 4 (NB gov't)	NB Nurses Provincial Collective	2350/2355	all of NB	Public hospital nurses
FEMALE MINORITY CONTRACTS				
Atlantic Sugar	Bakery and Confectionary Workers International	35/300	St. John	Sugar refinery
Alcan Building	United Brotherhood of Carpenters and Joiners of America	2/13	Moncton	Manufacture of windows, doors, screens
Bonar Packaging	United Paperworkers International	16/39	Fredericton	Paper bag manufacture
Consolidated Bathurst	United Paperworkers International	11/72	St. John West	Corrugated box manufacture
Canadian Packers	Canadian Food and Allied Workers	8/21	Moncton	Vegetable and fruit packing

Name of Company	Union Affiliation	No. of female/ total employees	Location	Type of Work
FEMALE MINORITY CONTRACTS				
Canada Packers	Canadian Food and Allied Workers	7/40	St. John	Meat packing
Connors Brothers	Independent	500/1200	Black's Harbour	Fish packing
Chestnut Canoe	International Woodworkers of America	6/40	Fredericton	Building of canoes
Canada Cement Lafarge	United Cement, Lime and Gypsum Workers International	1/4	Havelock	Office staff
City of Campbellton	CUPE	3/62	Campbellton	Clerical and maintenance
La Co-Operative Cartier	RWDSW	36/94	Richibucto	Grocery/general store
Dalhousie Co-Operative Association	RWDSW	18/38	Dalhousie	Groceries and gas bar
Dominion Stores	RWDSW	403/1675	all of NB	Supermarket
Eastern Bakeries	Bakery and Confectionary Workers International of America	18/155	Moncton	Bakery
Enterprise Foundry Co.	International Molders and Allied Workers	14/261	Sackville	Appliance manufacture
City of Edmundston	CUPE	11/91	Edmundston	Clerical and maintenance
Fraser Co. (W.H. Miller Co.)	United Brotherhood of Carpenters and Joiners of America	1/120	Kedgwick	Sawmill
Fraser Co.	United Brotherhood of Carpenters and Joiners of America	6/204	Plaster Rock	Sawmill
General Bakeries	Bakery and Confectionary Workers International	2/4	St. John	Bakery

Name of Company	Union Affiliation	No. of female/ total employees	Location	Type of Work
FEMALE MINORITY CONTRACTS				
Town of Grand Falls	CUPE	1/24	Grand Falls	Clerical and maintenance
Great Universal Stores	Retail Clerks International Association	38/80	all of NB	Retail stores i.e. furniture
Heath Steele Mines	United Steelworkers of America	3/27	Newcastle	Sash, wood and planing mill
Lock-wood Ltd.	United Brotherhood of Carpenters and Joiners of America	22/164	Scoudouc	
Lane's Bakeries	Bakery and Confectionary Workers International	11/86	Moncton	Bakery
Marven's Ltd.	Canadian Food and Allied Workers	50/105	Moncton	Bakery
Mother's Own Bakery	Bakery and Confectionary Workers International	5/29	Fox Creek	Bakery
Miramichi Timber	United Brotherhood of Carpenters and Joiners of America	3/352	Newcastle	Lumber mill
NB Telephone Co.	International Brotherhood of Electrical Workers	19/38	St. John	Head Office staff
Poly-cello	International Printing and Graphics Communications Union of North America	7/23	St. John	Manufacture of plastic bags
St. Anne Nackawic	Canadian Paperworkers Union	12/37	Nackawic	Pulp and Paper plant
Sobey's	RWDSW	89/190	all of NB	Supermarket
Steinberg's	Retail Clerks International Association	16/47	Oromocto	Supermarket
Westinghouse Canada	International Union of Electrical, Radio and Machine Workers	2/19	Moncton	Appliance repairs

Name of Company	Union Affiliation	No. of female/ total employees	Location	Type of Work
FEMALE MINORITY CONTRACTS				
Willett Fruit Co.	RWDSW	7/64	St. John	Sales (fruit)
Willett Fruit Co.	Canadian Brotherhood of Railway, Transport and General Workers	5/29	Moncton	Packaging and trucking
University of New Brunswick	CUPE	28/171	Fredericton	Maintenance
Clerical 2 (NB gov't)	NBPEA	12/59	all of NB	Drafting and graphic arts
Education 4 (NB gov't)	N.B. Non-Instructional Educa- tional Employees' Association	15/65	all of NB	Non-instructional workers i.e. administrative
Education 5 (NB gov't)	CUPE	1179/2971	all of NB	Janitorial, bus- drivers, main- tenance
Government Stores (NB gov't)	CUPE	66/450	all of NB	Liquor sales
Professional 3 (NB gov't)	NBPEA	7/280	all of NB	Engineering and field

KEY: CUPE - Canadian Union of Public Employees
 NBPEA - New Brunswick Public Employees Association
 RWDSW - Retail, Wholesale and Department Store Workers (international)