

An Archival Examination of Gender-Specific Terminology in Public and Private Sector Collective Bargaining Agreements

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ABSTRACT

Organizations and labor unions are at the crossroads of transformational change in workplace demographics. In increasing numbers, female workers are entering fields and occupations that have historically been primarily occupied by male workers. However, despite these shifts in workplace demographics, many collective bargaining agreements (CBA's) are outdated with the use of gender-specific terminologies which are rooted in the historic industrial workplace and contain terminology implicating a workplace and occupation only held by male workers. This article examined the frequency with which such gender-specific terminology is used in both public and private sector CBA's. Additionally, the article also offers recommendations for both organizations and labor unions with respect to terminology changes in their CBAs. Failure to adapt and modify such language may reflect a lack of inclusion by both organizations and labor unions with respect to their employees and members.

Keywords: Inclusive, Gender, Foreman, Journeyman, Inequality.

INTRODUCTION

Despite advancements in the number of female workers in historically male-dominated fields, collective bargaining agreements still contain with regularity male specific terminology such as "Journeyman", "Foreman", etc. Many of these terminologies are rooted in the industrial workplace and within fields predominately held by male workers. Historical terminologies have an impact on workers today; in particular, with workers who perceive that such phrases are exclusionary in nature and not applicable to them.

The abstract of an article published in 1949 titled "Marginal Men of Industry: The Foremen" addressed the changing nature of the "Foremen" role in labor relations. It is stark to notice that the identification of Foreman is solely attributed to male workers, as noted in the bolded and underlined text of the quote: "The industrial foreman today does not share in the decision-making process which is the core of managerial functions. He is instead a transmitter of decision which have been made by his superiors, yet the traditional definition of the foreman's position and the current stated norms are based on the assumption that he has decision-making power" (Wray, 1949, pg. 298). The reference to "he" or "his" throughout this quote signifies the male-dominated nature of work at that time. One would reason to conclude that such terminology would not be dominant in the present society. Yet, despite advancements in the employment of women, such language does still exist in labor contracts. Take for example this language from a collective bargaining agreement which is presently still active and in circulation. Again, as noted

in the bolded and underlined portions of the quote – “The Company agrees to advise such employee that his employment status with the Company is in jeopardy and that failure to meet his obligation within 30 calendar days will result in termination of employment.” While advancements in gender equality in the workplace have been made, the degree to which such gender-specific terminology is still used is what this article aimed to determine.

The topic of gender inclusive language in CBAs is important to both employers and labor unions who strive for gender equality in the workplace and in employment sectors. Labor unions, for example, have an important role to play in stemming the rising tide of inequality (Hayter, 2015). Briskin (2014) has concluded that bargaining for equality may support not only a revival of innovative collective bargaining but also union revitalization. Greene and Kirton (2014) have advocated that a greater understanding of the contribution of different types of trade union education to the advancement of equality is a key factor in the ability of unions to maintain a central role at workplace level, within the context of an increasingly diverse labor market. Moreover, collective bargaining has been identified as a mechanism in advancing the position of women within labor markets (Martikainen, 1997). Milner and Gregory (2014) have stated that collective bargaining is widely advocated as one means of addressing continued gender pay disparities. The concept of “gender equality bargaining” has emerged as a practice of negotiating for terms and conditions of employment to advance workplace gender equality overall. According to Williamson and Biard, 2014, pg. 157 “an understanding of the relationship between collective bargaining and gender, and how collective bargaining impacts on women’s working lives, is essential if gender equality in the workplace is to be progressed.” However, it has also been stated that an approach aimed to simply “add women on” to bargaining agendas is not enough in the advancement of gender equality (Dickens, 2000, pg. 193). As stated by Pajak (2019) gender neutrality facilitates accurate and precise contracts. It is important that an individual who is subject to a contract feels as though the contract applies to that individual. This is important because according to Lurie (2014) scholarship in the past thirty years has increasingly questioned the ability of unions to give voice to the needs of all workers. Much of the literature surrounding collective bargaining and gender involves addressing compensation gaps between men and women (Antonczyk, Fitzenberger, & Sommerfeld 2010; Elvira & Saporta, 2001; Milner & Gregory, 2014). No known literature is aimed at identifying the frequency of terminologies within labor contracts as a means of gender equality. This research aimed to address that void in literature.

RESEARCH DESIGN

This research consisted of an archival research design. Specifically, the author queried public labor contracts within the United States Department of Labor public archives and conducted keyword searches for gender-specific terminology “Journeyman”, “Foreman”, “Workmen”, etc. The author only examined CBA’s that are active and excluded CBA’s that are dated or expired. This provided an active and present status of the frequency of gender-specific language. No organizations, whether they be private companies or public entities, were specifically identified or cited in this article. The author has divided the research findings between public and private organizations to examine if there are differences in the frequency of male-based terminology depending on whether the collective bargaining agreement is with a private or public employer. Other researchers have previously examined volumes of collective bargaining agreements to identify characteristics or factors (see Besamusca & Tijdens, 2015). This form of research has

shown that comparing large quantities of collective bargaining agreements is an effective tool for examining frequencies of information.

RESEARCH QUESTIONS

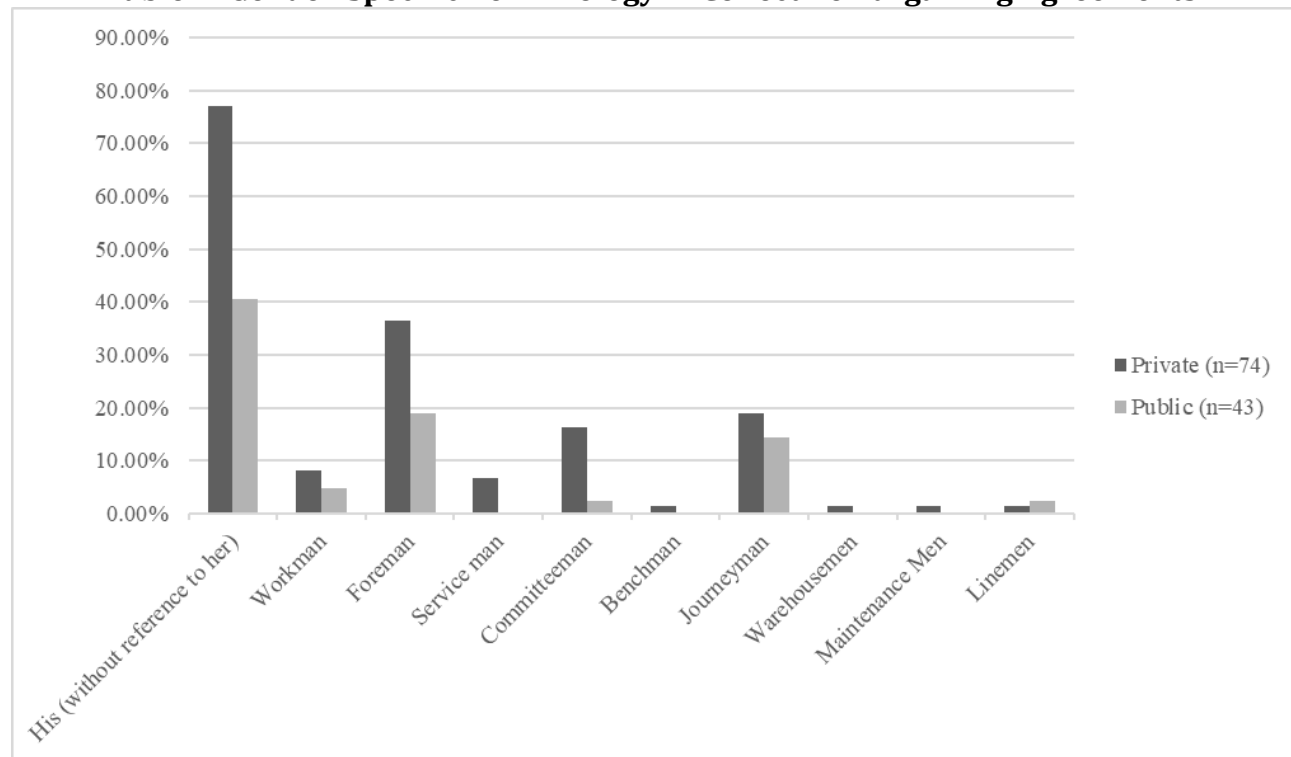
The author examined the following research questions.

- 1) What is the frequency of male-specific terminology within the reviewed collective bargaining agreements?
- 2) Are there are frequency count differences in the CBAs of public and private organizations in terms of the frequency of male-specific terminology?

DATA ANALYSIS

A total of 74 private sector and 43 public sector collective bargaining agreements (CBA's) were analyzed for gender-specific terminology. A total of 57 private sector CBA's contained male specific terminology of "his" without reference to "her" (77%) in contrast to 17 public sector CBA's (40%). This demonstrates a higher concentration of male-specific terminology in private sector CBAs within the contracts examined. The most common terminologies identified within the CBA's were – "his" without reference to "her", "Foreman", and "Journeyman." The results of this analysis are noted in the chart below.

Table 1: Gender-Specific Terminology in Collective Bargaining Agreements.



EXAMPLES OF CBA TERMINOLOGY

The author has compiled examples of gender-specific terminologies derived from the research performed. These serve as examples of contract language organizations may consider changing to be more gender neutral and inclusive. Text that is bolded and underlined was done so by the author to place emphasis on gender-specific wording.

1. "Prior to a Union Representative visiting the shop, the Union will notify the Site Leader or his designee as to the purpose of the visit."
2. "The Company agrees to advise such employee that his employment status with the Company is in jeopardy and that failure to meet his obligation within 30 calendar days will result in termination of employment."
3. "Any employee, including representatives of the Union in any capacity, will obtain permission of the Foreman or Supervisor before leaving his job during working hours."
4. "If the Employee is required to perform any work during his lunch period, he shall be paid an additional one half (1/2) hour for that day."
5. "The Shop Steward shall not be discriminated against and shall be the last man laid off."
6. "Employer can use the next available man on the seniority list without liability because of seniority provisions."
7. "The Business Manager or Field Representative shall have the right to appoint a working Shop Steward from his craft."
8. "Senior man is asked to work, he refuses, next man in department is asked and accepts; he works four (4) hours overtime."

RECOMMENDATIONS

In conclusion, both organizations who employ a unionized workforce and labor unions in consideration of their diverse membership should consider the following recommendations with regard to CBA contract language.

1. Gender neutral terminology could assist with recruitment of female workers.
2. Gender neutral terminology could assist with creating a more inclusive environment.
3. Gender neutral terminology could serve as a defense in gender-based claims of discrimination.
4. Some CBA's have opted to incorporate a clause to define male-specific terminologies rather than simply change them. An example includes "Whenever used in this Agreement, masculine pronouns are understood to include both men and women unless, if the unlikely extent the context indicates otherwise." While not as optimal as changing wording to be more gender-neutral, this approach serves as a secondary option.

Since CBA language needs to be mutually negotiated between the employer and labor union, both parties must have a commitment and agreement towards gender inclusive language. However, there is no real loss to either the employer or the union with changing such language. Neither side needs to compromise, nor should they have to exchange something in return for gender inclusive language to be incorporated. Rather, there is significant gain in creating an inclusive and respectful environment in which union members feel included regardless of their gender. Failure to adapt and modify may reflect a lack of inclusion by both organizations and labor unions with respect to their employees and members.

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