

Selected Discussion Questions

Chapter 1 Introduction to Labour Relations

2. Readers who have worked in a unionized environment should consider the following question in the light of their experience: To what extent is the relationship between unions and employers collaborative and to what extent is it adversarial?
3. Readers who have not worked in a unionized environment should consider the following question in the light of media reports: To what extent is the relationship between unions and employers collaborative and to what extent is it adversarial?
5. Analyse the Stora Enso incident at the beginning of this chapter in terms of the framework for labour relations provided.

Chapter 2 The Environment

1. If you were a union official, would you prefer that the product the employer produces have an elastic or an inelastic demand? Explain.
3. Do you think information technology poses a threat to unions?
5. A company that provides medical laboratory testing services in four provinces is planning for a possible strike at one of its locations. Reference has been made to Section 87.4(1) of the Canada Labour Code, which states: “During a strike or lockout not prohibited by this Part, the employer, the trade union and the employees in the bargaining unit must continue the supply of services, operation of facilities or production of goods to the extent necessary to prevent an immediate and serious danger to the safety or health of the public.” What implications does this provision have for the employer and the union?
7. A collective agreement provided that if an employee was away from work because of a physical disability the employer would continue to pay his or her salary for one year and if the employee was away from work because of a mental disability the employer would continue his or her salary for six months. Are there any problems with this agreement?
9. A collective agreement provided that if employees were unable to carry out their regular duties because of illness or injury they were given access to a rehabilitation committee. The committee searched for alternative employment for the employees for a six-month period. When an employee with a disability was granted access to the committee the union filed a grievance alleging that the collective agreement provision regarding the six-month limitation on the committee’s assistance contravened the employer’s duty to accommodate. The union claimed that because the employer had a duty to accommodate there could not be a six-month limit imposed. Does the employer have a duty to accommodate? Explain the outcome you expect in this situation.

Chapter 3 Unions: Objectives, Processes, Structure, and History

2. Do you think that union density in Canada will decline to the level in the United States? Explain.
4. A Canada Post employee was charged with theft after they left mail in their garage instead of delivering it. The Canadian Union of Postal Workers referred to the incident as a sign of increasing workloads. Do you think that this was a good approach for the union to take?

Chapter 4 Employers

1. Wal-Mart is a firm that appears to be opposed to its employees joining a union. What are the possible reasons for this organization's approach toward unions?
3. Generally Canadian employers have not adopted a strategy to eliminate unions. What are the possible reasons for this?
5. Why will it be difficult for some employers to adopt what is known as a low road approach to human resources?

Chapter 5 Governments, Labour Relations Boards, and Other Parties

1. How much protection does employment standards legislation provide employees? Include in your answer an employment standard that appears to provide adequate protection and refer to a standard that appears to provide only minimal protection.

Chapter 6 Collective Bargaining Rights

1. Consider a non-union organization that you have worked for in the past or are familiar with. Which of the reasons for employees seeking unionization referred to in this chapter might have led employees in that organization to seek union representation? Were there any other reasons why employees might have tried to unionize?
3. What is the significance of the group of employees found to be the appropriate bargaining unit at certification?
5. Confirm whether the labour relations legislation in your province provides for the possibility of certification of a union based on membership cards or requires a representation vote. If the legislature was considering changes to the legislation, what arguments would you make in favour of relying on membership cards instead of

requiring a vote? Conversely, what arguments would you make in favour of requiring a vote in all applications for certification?

7. Confirm whether the Labour Relations Board in your province can certify a union without a vote as a remedy for employer unfair labour practices. What are the arguments for and against the Board having this authority?

Chapter 7 The Collective Agreement

2. How can an employer ensure that the time limits provided in the grievance processes will be enforceable?

4. Explain the importance to the union of union security provisions in a collective agreement and the implications of these provisions to the employer.

6. A unionized employer is hiring students to work in its office and production departments for the months of May through August, on both a full-time and a part-time basis. How would the employer determine whether union dues should be deducted from the students' pay?

8. A discrimination article in a collective agreement provided that there would be no discrimination on the basis of sex, age, religion, etc. When employees turned 65 they were told they would have to retire, but they did not want to retire. Is there a basis for the union to file a grievance? If this matter goes to arbitration, what result do you expect? Explain your reasons.

10. An employer is negotiating a first contract with a union. It has found two alternative provisions regarding job vacancies that could be included in the agreement:

(a) One provides that seniority will be the determining factor if the skill and ability of two contending employees is equal.

(b) One provides that the employee with the most seniority will be awarded the job provided he or she has sufficient ability to do the job.

Decide which of the two provisions the employer should seek to have included in the collective agreement and explain why.

12. An employer is negotiating a first contract with a union. It has found two alternative provisions regarding benefits that could be included in the agreement:

(a) One provides that the employer is obligated to pay insurance premiums to provide certain levels of dental, eye care, and other benefits.

(b) One provides that the employer will make available specified dental, eye care, and other benefits.

Assuming that benefits will be provided, explain which of the two provisions the employer should seek to have included in the collective agreement.

14. A collective agreement provided for the following definition of technological change:

“Technological change, . . . shall include automation, mechanization, and process change, and means the introduction of equipment or material of a different nature or kind than that previously utilized. . . .” The employer had an existing computer system in its two locations, connected in a network via modem. Changes were made to the computer system that resulted in layoffs. The union claimed there had been a technological change and accordingly certain protection in the collective agreement was available to employees. What could the employer’s response be?

16. Obtain a copy of a collective agreement. If you cannot, refer to one of the Web sites at the beginning of this chapter.

i. Find the union security article in the agreement and identify what type it is.

ii. Find the seniority article and identify what type it is.

iii. Find the grievance and arbitration procedure and identify how it is different from the one provided in this chapter.

Chapter 8 Negotiation of the Collective Agreement

2. Why should a negotiating party not lead with its best possible offer?

4. What is the significance of first contract arbitration, and why do you think some jurisdictions have not made provision for first contract arbitration in labour relations legislation?

6. Which of the following statements are interests and which are demands or positions?

a. We need to reduce our costs by 5 percent by contracting out the work of Department A.

b. We are concerned about the effects of the new machinery on our employees.

c. We need a wage freeze to remain competitive.

d. Our concern is for the job security of our members.

e. We need flextime to meet family responsibilities.

8. Why might an employer be opposed to the introduction of interest-based bargaining?

Chapter 9 Administration of the Collective Agreement

2. A collective agreement included the following articles:

a. "If the Union fails to submit a grievance at each level in the grievance procedure within the time limits stipulated in this article, the grievance shall be deemed abandoned. Similarly, if the Corporation fails to reply to a grievance in writing within the time limits stipulated in this article, the grievance may be referred to the next level of the grievance procedure, including arbitration."

b. "After exhausting the provisions of the grievance procedure, either of the parties may notify the other party in writing within thirty (30) days of the final level reply, of its intention to submit a grievance to arbitration." The employer discharged an employee and a grievance was filed on his behalf by the union. The grievance went through the steps in the grievance procedure and the union received the reply from the employer at the last step in the procedure, denying the grievance, on July 9. The union referred the matter to arbitration on September 20. Subsequently the parties agreed to an arbitration date of July 5 in the next year. One week before the hearing, the lawyer for the employer advised the lawyer for the union that an objection would be made to the arbitrator's jurisdiction. What is the basis of the employer's objection, and will the arbitrator allow the arbitration to proceed?

4. A collective agreement provided that when a disciplinary interview was held a union steward would be present (hereafter referred to as Article 6). An employee left work on a Friday afternoon prior to the end of his shift. The employee's position was that he had permission to leave. The employer's position was that the employee did not have permission to leave early. On the day of the incident a manager called the employee at home and talked with him. In the course of the telephone conversation the employee was advised he would be suspended for one week. The employee asked that the suspension be reduced and it was agreed that there would be a meeting to review the matter on Monday. On Monday there was a meeting at which a union steward was present; however, there was no change in the suspension. A grievance was filed that stated there was an "unjust suspension" and did not refer to Article 6.

(a) What argument will the union make at the arbitration hearing?

(b) If you were the arbitrator, what would your decision be?

(c) If the grievance is allowed, what remedy should be ordered?

6. Is there a problem if an employer negotiates a last chance agreement that contains conditions that the employee will not likely be able to meet? Explain.

8. The collective agreement for a fire department provided that promotions would be based on skill, ability, and efficiency and that, where candidates were equal, seniority would govern. The employer posted the job of lieutenant, indicating that candidates would be evaluated on their knowledge, abilities, and personal suitability. The employer used written tests and an oral interview to determine qualifications. To assess dependability the employer relied solely on the interview, and the candidates were asked questions such as “What does dependability mean to you?” The employer scored the results of the interviews and tests to two decimal places and insisted that candidates would have to have scores that were absolutely equal before seniority would be considered.

- (a) On what basis, if any, can the union file a grievance?
- (b) What outcome do you expect at an arbitration hearing? Explain.

10. Comment on the following statement: “Merit does not matter in a unionized workplace because of the seniority principle.”

Chapter 10 Contract Dispute Resolution, Strikes, and Lockouts

- 1. Why do some individuals view strikes as harmful?
- 3. A newspaper report indicates that a union can “legally” go on strike or the employer may lockout employees at midnight on a specified date. What does the reference to legality mean? Why is the strike or lockout legal at midnight as opposed to some other time?
- 5. Is it possible that some employees and unions would not want the right to strike? Explain.

Chapter 11 Public Sector Labour Relations

- 1. Three key methods to resolve contract disputes in the public sector are interest arbitration, a strike, and a designated strike. Consider the following employees: clerical staff at Revenue Canada, air traffic controllers, and teachers. Which method of dispute resolution would be preferred by the union and by the employer?
- 3. Are there any reasons why labour relations would be more confrontational in the public sector as opposed to the private sector?

Chapter 12 Summary and Future of Labour Relations

1. There are alternative arguments that unions increase and reduce productivity. On the basis of your experience, observations, and what you have read in this book, what is your opinion regarding the effect of unions on productivity?
3. Outline the challenges that unions will have to overcome if they are to increase membership.
5. Reference has been made to labour relations being more or less confrontational or collaborative. Do you think that it is possible or desirable that unions and employers are more collaborative?