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**The Best You Can Expect When
You're Expecting ... and Beyond
*A Review of Contract Language for
Mothers in the Canadian Academy***

How university faculty members who are mothers experience the intersection between their work and family lives is constrained, to a considerable extent, by the contracts negotiated between faculty associations and university boards of governors. As Dorothy Smith (1990) points out, official texts such as these objectify discourses, so that subjects become oriented to “*virtual* realities vested in texts” (62). Contract language pertaining to mothers may be read as a source of official discourse about motherhood, children, and families that has significant consequences for women’s subjective experiences and material well-being.

For example, the lesbian mother who finds that she is entitled to no leave when her partner bears a child, the adoptive mother who learns that her paid leave will be considerably shorter than that of a birth mother, and the new mother returning to academic work who discovers that she has no recourse when her classes are scheduled at times that clash with daycare hours are all being given clear signals about what motherhood means in their workplaces. To be sure, each of these mothers may be fortunate enough to find that management makes accommodations for their circumstances. Yet even so, the discourse of the contract may continue to imbue mothers’ experiences, for the experience of being accommodated by a kindly manager differs from that of being entitled to what one’s fellow workers have negotiated with management.

Contracts for full-time faculty members at Canadian universities contain many a clause that can be seen as inimical to mothers. The limited entitlements described in the examples above, of lesbian mothers, adoptive mothers, and mothers returning to academic work, are all quite typical. And there are even stranger clauses. For example, a study of employee benefits conducted by the Canadian Association of University Teachers (CAUT) found that at St.

Thomas University, a new parent whose partner is at home is ineligible for leave unless that partner is “certified by a medical practitioner as being incapable of caring for the child.” At the University of Waterloo, mothers who wish to return to academic work within six weeks of giving birth are required to provide their employer with medical certification of their health (Policy 14.I); in 2000, similar policies were in place at four other institutions (Prentice, 2002). These equations of childcare with skiving from work, on one hand, and of the newly-delivered mother with dubious competence in the workplace, on the other, send alarming messages to mothers-to-be who browse their contracts along with *What to Expect When You’re Expecting*. The bottom line on pay slips is also affected: in her recent assessment of family leave policies at Canadian universities in 2000, Susan Prentice concluded “[b]oth in the amount of money remunerated and in the mechanisms for remuneration, the entry into parenthood for the vast majority of Canadian faculty is financially punitive.”

But enough of the bad news. The objective of this study is to sketch out ways in which collective bargaining can improve mothers’ prospects, as a blueprint for what could be feasible for full-time faculty at institutions across Canada to attain. My approach is a practical one, based on experience in negotiations, in which I found that arguments based on concrete comparisons between my union’s entitlements and superior entitlements in place at other institutions could be more productive than arguments based on theory, principle, or in-depth analysis. What works is, “they have *more*, it’s not *fair*.” Thus, this paper aims to identify the best contract language currently available for academic mothers.

In advocating this approach, I differ from the CAUT, which has developed a considerable body of model clauses and advises faculty associations to present them at the table. The problem is that model clauses can be dismissed as “utopian” or lacking in precedent by management negotiators, amongst whom lawyers, professionally attuned to precedent rationales, increasingly number. In following a practical imperative, my approach also differs from the more academic urge to rate institutions as “excellent,” “satisfactory,” or “unsatisfactory.” Were I to deem a contract at a given institution “excellent” on some dimension—such as providing equal leaves to adoptive and non-adoptive parents—there would be little impetus for management and non-feminist faculty members to pursue incremental improvements, such as reimbursements of adoption-related fees, available at other workplaces (see Dubeck, 2002).

To identify the best practices, I used two data sources. The first consisted of the full texts of contracts at 50 Canadian universities in force in September 2002, obtained in most instances from a CAUT database and in five cases via internet searches (see Appendix for a list of institutions). I examined articles of these contracts that were likely to contain family-related clauses, including articles pertaining to leaves, workload, and sabbaticals. The clauses that provided the best entitlements were recorded. Second, for supplementary in-

formation on leaves, daycare availability, and tuition waiver programmes, I consulted a summary of a survey of faculty associations conducted routinely by CAUT on numerous employee benefits.

The first of these data sources is to be preferred, since faculty associations have not all complied with CAUT's survey, since information from the survey can date back to the early 1990s, and since the survey addresses a necessarily limited range of contract possibilities and reports them in necessarily sketchy terms. Moreover, contract text is particularly valuable to negotiating committees. Thus, wherever possible I have identified up-to-date article numbers and provided them in parentheses. Finally, it should be noted that, because full-time faculty entitlements are superior to those of contract academic staff, only full-time faculty contracts are examined here.

This review will examine four issues relevant to mothers in contract language. I begin with the inclusiveness and equity of leave provisions in contracts. Here I focus on clauses that provide lesbian mothers and adoptive parents with the same entitlements as birth mothers, and on clauses that challenge the essentialization of parenting as women's work. Next, I examine paid leaves for new parents, addressing issues similar to Prentice but with more recent data and further attention to the flexibility of the leave provisions. My third theme, time for exceptional circumstances such as bereavement or serious family illness, has received less attention in the literature, perhaps because contract language is oriented to routinization and standardization, and not to the exigencies of mothers' daily lives. Last, I examine contract language around daycare and tuition costs, which again have received little attention in the literature, although their impact on family finances may be as substantial as that of a leave clause.

Inclusiveness and equity in leave provisions

Prentice (2002) deplores the "familialism, inequitable sex asymmetry and gender regulation" of Canadian full-time faculty contracts. Like her, I found that many maternity, pregnancy, paternity, and parental leave provisions are organized around the assumption that a child is born to a female parent who becomes the child's primary caregiver and a male parent whose contribution to childcare spans perhaps one or two weeks. These provisions appear particularly out-of-date in light of the June 2003 changes to Ontario marriage law and its national consequences. However, the best contract language extant challenges the heterosexist and sexist biases of this model, as well as its discrimination against adoptive families.

Same-sex couples

The York University Faculty Association's contract offers an exception to the heterosexist models current at many institutions. Leave entitlements are identical there for birth mothers and "primary caregivers," defined as male or female bargaining unit members who have principal responsibility for the care

of a child (Article 19.08). The leave provisions for the parent who is not the primary caregiver are set forth in gender-neutral language. Thus, lesbian or gay male parents among York's full-time faculty have contractual entitlements identical to those of heterosexual parents.

Men as primary caregivers

The assumption that women are necessarily a child's primary caregivers, taken up by Roberta Guerrina (2001) in a fascinating analysis of feminism's equality-difference debate, is also challenged in progressive contracts at several Canadian institutions. At Brock University (Article 34.42) and University of Saskatchewan (Article 22.7.2), the equivalent of maternity leave is granted to a male employee who declares that he is the primary caregiver of a child.

At Memorial University, the (exceedingly brief) 13-week leave provided for a birth mother may be divided between the parents (Article 22.48.e). Similar clauses appear in contracts at the University of Victoria (46.1.3), University of Northern British Columbia (58.2), Carleton (as a corollary of a reference to the Employment Insurance Act in 20.7), and University of New Brunswick (32F.01b), while at Queen's University, "any Member who is the father of an infant child and who assumes at least 50 percent of the responsibility for the care of the child" is entitled to 15 weeks fully-paid leave (Article 27.4.3).

Adoptive parents

A CAUT Benefits Survey indicates that numerous contracts distinguish between the entitlements of birth mothers and adoptive mothers, or so-called "natural" or "biological" fathers and adoptive fathers, leaving adoptive parents with either no, or exceedingly brief, paid leaves. (Cuckolds would have no entitlements, were this language taken literally.) Perhaps these discriminatory policies, like the University of Waterloo policy of requiring medical certification from birth mothers returning to work early, arise from a perception of pregnancy as a state of illness from which frail birth mothers must recover with some emergency help from the biological father. Interestingly, this assumption is consistent with a United States approach in which giving birth is characterized in some contracts as a job-related temporary disability (Norrell and Norrell, 1996: 210-211). By contrast, in Sweden, leave policies are identical for men and for women, indicating that such policies could be oriented to family formation rather than to recuperation (see Parry, 2001).

On the bright side, equitable language for adoptive parents has been negotiated in the full-time faculty contracts at Memorial University (Article 22.48.c), University of Saskatchewan (22.7.3), University of Victoria (46.3.2), and York University (19.08), where an adoptive parent who is a child's primary caregiver is entitled to the same leave as a birth mother. At University of Regina, a female full-time faculty member who adopts a child has the same entitlements as a birth mother (Article 24.3.1). The entitlements of male full-time faculty

at Regina, while less than those of females, also do not discriminate on the basis of whether a child is adopted.

Further, some contracts require that adoptions be legal in order for parents to be eligible for a leave, while others allow for a broader category of coming into the “care, custody, or control” of a child. Some agreements and handbooks specify that an adoptive child must be below a certain age, such as six months, five years, compulsory school age, or 12 years (i.e., the age at which a child can be unsupervised in Ontario). Other, more family-friendly institutions, such as University of Saskatchewan and Wilfrid Laurier University, are silent about age limits.

Extensive and flexible leave provisions

Imagine an institution where paid family leaves are of long duration, have flexible start dates, and are followed by options to reduce or reorganize workloads. While the tenure clock may stop at a faculty member’s request, the accumulation of credits toward sabbatical continues during paid leave time. Although such a contract exists nowhere in Canada, all its components are in practice somewhere, at least for birth mothers, whose contractual entitlements generally exceed those of other parents.

The best-paid leaves are to be found at University of Northern British Columbia, where birth mothers receive 17 weeks maternity leave during which any difference between regular salary and EI benefits is made up fully by the employer, and can follow this with a 35-week parental leave during which EI benefits continue to be topped up to 100 percent of regular salary (57.3, 58.3). At University of New Brunswick, EI benefits are topped up to 95 percent of regular salary of 17 weeks of maternity leave plus 35 weeks of parental leave (32E, 32F.03), while entitlements are similar at Carleton (20.7). At both of these institutions, the value of clauses that had hinged on the EI Act improved suddenly when the duration of parental leaves in the Act was extended (Tardif, 2003). Although the practice of linking clauses to legislation can be chancy, since legislative amendments can claw back entitlements, the New Brunswick and Carleton provisions do far exceed those at the pack of institutions that follow. The next best entitlements are 27 weeks at 95 percent of full pay at University of British Columbia (*Old Guide for UBC Faculty*, 2001), 25.7 weeks at 100 percent of full pay at Université de Sherbrooke (23.01, 23.04), and 25 weeks at full pay at Augustana University (CAUT Survey) and University of Alberta (24.25, 24.35). This means that, at the bargaining table, faculty associations in five provinces can utilize nearby precedents of fully-paid leaves of at least 25 weeks, or the equivalent, for birth mothers.

Flexible timing of leaves is possible for faculty members at McMaster University, where if a leave falls with the “continuous period of three months free from scheduled commitments to the University” (i.e., the summer, for many faculty members), then a rescheduling can be negotiated (CAUT Survey). At University of Calgary, at the discretion of the Dean, adoption and

maternity leaves may be granted “in broken periods” (18.4.2.3, 18.4.4.2).

Many contracts permit faculty members to take unpaid leaves after their paid leave entitlements have been exhausted. Of greater interest are contract clauses that entitle faculty to ease the transition between paid leave and the return to work. At Concordia University (35.11.7) and University of Ottawa (29.2.1.6), for example, new mothers can take a reduced-time appointment for up to 30 months. At several francophone universities in Québec, contracts provide distinctive ways to reduce workload around the time that a new family member is expected or ways to meet new parents’ scheduling needs. For example, at Université de Québec à Montréal, pregnant faculty members are not to be assigned courses requiring new preparation during the terms that immediately precede or follow their maternity leave (21.03). At Université de Montréal, female faculty members returning from maternity leave are entitled to a teaching reduction of one three-credit course per year, until the child reaches the age of two (6.05). At Université Laval, for two years after maternity, paternity, and adoption leave, new parents have priority in decisions about class times. Moreover, family situations are to be taken into account when assigning courses that require new preparations (6.2.11). A related clause is in place at Université de Sherbrooke (23.01).

Prentice (2002) finds stoppages of the tenure clock during women’s family leaves to be present in contracts at approximately half of Canadian universities. While stoppages are automatic at several institutions, at some, such as Brock University (34.41-42), they occur at the option of the faculty member. The latter practice may be more desirable, since it offers faculty members more flexibility and since salary increases are linked to promotion at many institutions. At University of Victoria, in addition to automatic deferrals of tenure decisions for faculty who have taken parental or maternity leave, members can use grounds that their teaching, research, or service have been significantly and negatively affected by family responsibilities to apply for deferrals (20.2).

Prentice (2002) also finds that, where university contracts are explicit, pregnancy leaves are counted toward sabbatical credits. However, few contracts that I reviewed made clear what would happen if a child should newly join a family during a sabbatical. (This issue is akin to the old joke about how it is moral to pray while smoking, but immoral to smoke while praying.) One such contract is at University of Waterloo, where the missed portion of a sabbatical is to be rescheduled within three years, and is not to overlap with a regularly-scheduled *non*-teaching term. (Policy 14.III) Another is at University of Calgary, where sabbaticals can be terminated to take maternity or adoption leave, with the unused sabbatical period credited as a period of service toward the next sabbatical (16.24.2). This isn’t as good as it seems: a one-year sabbatical could be transmuted into one of the six non-sabbatical years of service required for the next sabbatical to occur, amounting to a loss of 5/6 of a sabbatical.

Time for exceptional circumstances

Family-friendly contracts are also those that entitle faculty members to take short-term leaves for exceptional family circumstances. Full-time faculty at Queen's University have negotiated quite a long paid leave, of up to six months, for "an event such as illness, injury or death in a Member's immediate family ... [that] clearly requires the Member to be absent from the University for compassionate reasons" (27.2.2), but it is granted at the discretion of the unit head. Members of the Laurentian University Faculty Association are entitled to comparatively long leaves of absence of two weeks to fulfill responsibilities related to special needs of a family member, such as "resettlement of aged or disabled parents, serious illness of parents, partner of child, medical treatment of partner or child that cannot be provided in the Sudbury region." (3.51.4) Full-time faculty at Memorial University and University of Northern British Columbia also have a ten-day paid leave when a family member is seriously ill, suggesting that faculty in more remote locations have put more emphasis on negotiating leave entitlements for exceptional circumstances.

A few faculty associations have negotiated special leaves in the event of a stillbirth, serious illness of a new child, or continuous hospitalization or death of a birth mother. Full-time Faculty at francophone universities in Quebec again have distinctive entitlements: at Université Laval, Université de Montréal, and Université de Sherbrooke, women are entitled to take a maternity leave if their child is still-born within 20 weeks of the anticipated due date (6.2.05, AS 6.02, 23.04, respectively). At University of Winnipeg, if a female faculty member's adopted or newborn child is hospitalized for one week or more, then she is entitled to one week of paid parental leave per week of the hospitalization, with a maximum of 35 weeks (26.38.vi). At the Nova Scotia College of Arts and Design, if a new mother dies or is hospitalized continuously during her maternity leave, her (male) spouse can assume her maternity leave entitlements (23.06.H).

Childcare and educational expenses

On-campus daycare facilities are available at 23 of the 38 institutions at which full-time faculty associations responded to the 2002 CAUT survey. While some of these facilities have low fees, with daycares at Bishop's University and McGill University listed in the survey as charging just \$5 per day, it would be even more helpful for parents to have flexibility in choosing which daycare facilities are available.

Full-time faculty at Queen's University have recently negotiated extremely attractive contract language on this issue (Appendix B). Parents are reimbursed up to \$2000 per child under the age of six, for care at licensed child care centers or licensed home daycares. The clause states that "the participation rate, reimbursement levels, funding and administration of this plan will be evaluated after one year of operation." At its inception, the plan had a fund of \$320 000

per year, for a faculty association with 525 members.

Members of the Queen's University Faculty Association also have one of the best tuition programs available. Numerous institutions offer tuition waivers or reductions for the spouses and/or dependants of full-time faculty. From a parent's perspective, the more lucrative programs are those that set no academic standing requirements, offer full waivers, set no maximum number of credits, and continue in place even when the faculty member retires or dies. However, almost all of these programs apply only at the faculty member's home institution. What makes the Queen's program appealing is that grants of up to \$3000 per students are to be available for tuition for programs at any recognized university or college. Full-time faculty at University of Toronto have the next-best program, making available scholarships of half of the amount of University of Toronto tuition (i.e., half of \$4107 for most Arts and Sciences Bachelor's programs) to students at such 4-year degree-granting institutions as University of Toronto recognizes for transfer credits (Manual of Staff Policies: Academics/Librarians 2.02.07). Finally, full-time faculty members at York University, Carleton University and Simon Fraser University have a reciprocal tuition payment entitlement, albeit limited to a small number of students per year (e.g., York 26.13).

Conclusion

The diverse array of best practices at Canadian universities can be read optimistically, as a celebration of feminist gains and effective advocacy at numerous institutions. Yet the very diversity of these local gains, coupled with the fact that precedents elsewhere make for strong arguments at the bargaining table, together suggest that national-level organizing could be more effective. That is, the good news about Queen's University Faculty Association's innovative daycare reimbursement program should be widely known amongst Canadian academic feminists and we should all be agitating for it in our own institutions. Instead, with the exceptions of the broadly-based interest in increasing leave durations and of Québec francophone institutions' concern about the transition between leave and work, transmission of ideas about what gains are possible appears to have been weak.

This study of best contract language began with a practical orientation. As such, its efficacy may be judged by whether readers who are faculty members compare the clauses summarized herein to their own contractual entitlements, educate their colleagues about the possibilities proven to be realistic elsewhere, and advocate for improvements to become priorities in the next round of negotiations.

Yet as I write this conclusion, I speculate about how this article will be read from other standpoints than my own, as a full-time faculty member and union activist at a Canadian university. As part of union organizing work, I held conversations with full-time academics who had newly become parents, and found that the legalistic complexities of contract language that a faculty

member might consult just a few times in their working lives, coupled with management resistance to meeting contractual obligations, to be significant barriers to obtaining contractual entitlements (see Bischooping, Cemer and Mulvihill, 2002: 28-34).

My conversations with part-time or sessional instructors in Canada about these issues have focused on the tremendous gaps between full- and part-time academic workers' entitlements. To United States academics, even those with full-time positions, the Canadian settlements I have described would also appear startlingly lucrative—compare, for example, the State University of New York's contract in which a faculty member with three years' experience is entitled to just 18 days of paid maternity leave, dubbed "sick leave" (State University Professional Services Negotiating Unit, 23.4). To explain this, James Turk (2003) suggests that legislation preventing most United States faculty associations from unionizing is one barrier to their advancement, while several feminist analysts such as Maureen Baker (1997), Janine Parry (2001), and Eileen Trzcinski and William Alpert (1994) take up the broader policy context in the United States.

From still other perspectives, we remain in the Dark Ages, scarcely warmed by the illumination of Swedish policy (see Parry's 2001 overview) or the innovations of the "top 100" United States workplaces selected by *Working Mother* magazine (Dubeck, 2002). Certainly more dialogue and strategizing amongst diversely-located women about the contexts, possibilities, and historical moments in which change has been created is needed in order to better mothers' expectations.

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Appendix

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Using the internet, I obtained texts for five other institutions: University Laval, l'Université de Montréal, Université de Québec à Montréal, Université de Sherbrooke, and University of Toronto.