

and stopping times, meal periods and rest periods and, where shift work is involved, details regarding the rotation of shifts and the amount of any premium rates to be paid for night-shift work.

The vast majority of collective bargaining contracts in Canada provide for annual paid vacations. As a rule, the number of weeks of vacation varies according to length of service with the firm and may range from two weeks for recently-hired employees to five or six weeks for very long-term employees. Also, the vast majority of agreements name certain recognized holidays as days for which employees will be entitled to pay even though they do not work. Any employees required to work on such days will be paid at premium rates in accordance with conditions laid down in the contract. The number of days to be recognized annually as paid holidays varies among contracts but a range of eight to 12 is common.

Among the many types of health and welfare benefit to be found in Canadian collective agreements, sickness indemnity payments or sick leave, supplemental hospital benefits, supplemental medical-surgical benefits, supplemental lay-off benefits and retirement benefits are common.

Seniority, long an important factor in collective bargaining, depends mainly on length of service and provides certain advantages to employees on the basis of service with the firm. Seniority may be an important consideration in such matters as promotion, demotion, lay-off, choice of work and shift, and choice of vacation. It may, in fact, be the major determinant in some of these situations.

Union-security provisions are frequently included in collective agreements. Such provisions may relate to union membership or the payment of union dues or both. Union-security provisions pertaining to union membership range from (i) the closed shop, in which only union members may be hired and retained in employment, to (ii) the union shop, in which employees are required to take out and maintain membership in the union, to (iii) maintenance of membership under which employees who are union members when the agreement becomes effective must maintain that membership throughout the period of the contract. In terms of union dues, union security refers to a system under which the employer deducts (checks off) union dues from the pay of employees and transmits the funds to the union. A check-off may be dependent on the agreement of the individual employee -- voluntary -- or may be compulsory and may be applied only to union members or to all employees in the bargaining unit regardless of union membership (so-called Rand Formula).

Finally, almost all contracts contain a procedure for settling grievances. The typical grievance procedure provides that grievances will be taken by the union through a number of successively higher levels of the management hierarchy, frequently in the range of 2-5, in an endeavour to have it resolved. If it is resolved at any stage, the matter is concluded and the question may not be reopened. If, however, resolution is not achieved at any stage, the grievance is, almost without exception, referred to final and binding arbitration by a third party, such being a requirement of most contracts and of most Canadian legislation.