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Introduction

Does your union contract have provisions specific to family issues?

Dear AFT member:

The notion of what constitutes a family has changed drastically in the past decade. Families are no longer expected to have a male head-of-house, a female caretaker of the house, and children. Families include those with or without children; with one parent or two; and with spouses, partners, significant others, unwed mothers and widowed fathers.

The American Federation of Teachers (AFT) recognizes that as “family” becomes a more inclusive term, family issues and those eligible to benefit from them become more diverse. Therefore, the AFT has updated its guide to *Bargaining for Family Issues* so that all families may receive family benefits.

In order to provide locals with bargaining tools for these issues, the AFT civil and human rights committee has sponsored the publication of this report. The report includes current, important family issues, background information on these issues and sample contract language to be used as a model.

With this guide, AFT locals can keep their contracts current and inclusive with respect to family issues, ensuring that all families receive their due benefits. I encourage you to submit additional contract language and issues of concern to the civil and human rights committee for future additions to this ongoing effort.

In solidarity,

Ruby Newbold
Chair
AFT Civil and Human Rights Committee

This booklet is not intended to be seen as the “best” contract language for bargaining family issues but is representative of what has been negotiated in AFT locals.
Employee Benefits

Employee benefits are various nonwage compensations provided to employees in addition to their normal salaries or wages. Many companies refer to such benefits as fringe benefits, perquisites or perks. Such benefits may include, but are not limited to: child care (employer-paid or -sponsored), health insurance, pension plans and many other specialized benefits. The underlying purpose of employer-provided benefits is to increase the economic security of employees.

Child Care

One of the most pressing concerns working families and single parents face is finding affordable child care. The average child care cost for one infant in the United States ranges from $3,803 to $13,480 a year. On average a family that earns $18,000 or less each year spends 30 percent or more of their annual income on child care. In every U.S. region, the average annual child care expenditure for infants is higher than the average amount families spend on food each year. Over the past several years unions have begun to establish child care centers and have gotten employer contributions in order to provide reasonable and quality child care for its members.

There are two types of employer-provided child care options: employer-paid programs and employer-sponsored facilities.

- **Employer-Paid Programs**: Slots in community-based child care centers are purchased by the employer and offered to the employee at a discount. The employer pre-selects the program it will offer.

- **Employer-Sponsored Facilities**: Child care is offered to employees via an on- or off-site child care center that is sponsored by the employer and offered to employees at a discount.

- **17-G** The District agrees to continue its current level of support toward the operation of early childhood education centers for pre-school-age children of Unit employees. Such support is contingent on enrollment sufficient to justify the center(s). Subject to the foregoing, the Syracuse Teachers Association, the District, and the pre-school provider shall enter into an annual agreement regarding the operation of the center(s) and rules and regulations related thereto.

  *Syracuse Teachers Association, Local #2999*

- **17-11** DAY CARE FACILITY: Faculty will be provided a 50% discount on day care services provided space is available.

  *Southern State Education Association*

- **21-6.2** Dependent Care Reimbursement

  Up to $5,000 in pre-tax dollars may be reduced from salary on a monthly basis for eligible child care.... Reimbursable expenses are limited to those incurred on behalf of I.R.S. dependents and children who are under age thirteen (13).

  *Rindge Faculty Federation, Local #2433*
Family Benefits Program/Work-Life Services

1. In recognition of the mutual advantages in addressing employees’ dependent care needs, the State and PEF agree to provide dependent care benefits through family benefits programs designed to assist employees with balancing work and family responsibilities.

3. The State and PEF remain committed to ensuring that all network child care currently available to State employees is provided in safe, high quality centers. Therefore, the State and PEF agree to:
   a) Continue financial support for health and safety grants for child care network centers;
   b) Provide technical support and training for child care initiatives; and
   c) Encourage the continuation of existing host agency support for child care centers.

4. The Committee shall continue to fund the administration of the Flexible Benefit Spending Program, Dependent Care Advantage Account (DCAA). This program will provide employees with the opportunity to increase their net income by paying for all or part of selected benefits such as child care...with pre-tax dollars.

6. Employees choosing not to use the Flexible Benefit Spending Program who use worksite child care centers designated by the Governor’s Office of Employee Relations may elect to pay their child care fees to the child care centers through a payroll deduction program to be put in place pursuant to law.

Public Employee Federation, Local #4053

such as a reduction in enrollment, reduction in funding, or some other substantial reason. Before a reduction occurs, the nursing staff will be involved in determining what is necessary to meet the health and safety needs of students.

ABC Federation of Teachers, Local 2317 and the ABC Unified School District (CA)

Health Insurance

The importance of health insurance has never been more clear than it is today, with millions of people without health insurance unable to afford the expensive services of medical professionals. Having health insurance can pay for services that are used often, like dental and eye examinations. Health insurance also allows for a higher quality of medical care than might be available without it. However, the price of having such a coordinated health plan is not cheap; the high cost may be too expensive for a family budget. For that reason, many employers offer this benefit to their workers to help them maintain a healthy quality of life for themselves and their families.

12-1.2 Subject to 12/1/4, below, the Employer agrees to pay ninety percent (90%) of the gross premium for the single or family standard health insurance plan offered to State employees by the Group Insurance Board or one hundred and five (105%) of the gross premium of the alternative qualifying plan offered under s. 40.03(6), Wis. Stats., that is the least costly qualifying plan within the county in which the alternate plan is located, whichever is lower, but not more than the total amount of the premium. Employer contributions for employees who select the standard plan shall be based on the county of residence. Qualifying health insurance plans shall be determined in accordance with standards established by the Group Insurance Board.
3. Subject to 12/1/6, below, the Employer agrees to pay fifty percent (50%) of the above listed contribution amounts for insured employees in permanent part time or project positions defined under s. 230.27, Wis. Stats., who are appointed to work for at least six hundred (600) but less than one thousand and forty four (1044) hours per year.

7. An employee who is laid off or on an approved leave of absence without pay may continue his/her group health insurance for a period not to exceed thirty-six (36) calendar months while on layoff status or on approved leave of absence without pay provided the employee prepays on a quarterly basis the entire amount of the premium for the plan he/she is participating in.

Wisconsin Science Professionals, Local #3732

10-A.2-a HEALTH COVERAGE. The teacher must enroll to receive health insurance coverage. Teachers may enroll in employee only or dependent coverage.

1. CONTRIBUTION-TEACHER ONLY. The District shall pay the full cost of employee only coverage. Teachers not enrolled in health insurance coverage and teachers who qualify for couple premium but are not carrying family coverage shall elect to receive $500 District taxable payment or $500 District contribution to the teacher’s flexible medical spending account. Enrollment is required.

2. CONTRIBUTIONS-DEPENDENT. For the 2001-2002 school year, the District shall contribute an additional $1,500 toward the cost of dependent coverage. Beginning 2002-2003, the District shall contribute a $2,000 above the cost of employee only coverage toward the cost of dependent coverage. The teacher shall pay the difference between the District contribution and the total cost of the family health plan coverage.

3. CONTRIBUTION-MARRIED COUPLE. Married teachers employed by the District and enrolled in dependent coverage shall each be credited with the teacher only contribution. One spouse designated by the couple shall carry dependent coverage and receive the employee only contribution from both teachers. Beginning 2001-2002, the District shall contribute $1,500 above the cost of employee only coverage and, beginning 2002-2003, the District shall contribute $2,000 above the cost of employee only coverage toward the cost of family health plan coverage. Eligible teachers not enrolled in health insurance coverage and teachers who qualify for couple premium but are not carrying family coverage shall elect to receive $500 District taxable payment or $500 District contribution to the teacher’s flexible medical spending account. Enrollment is required.

4. CONTRIBUTION-DOMESTIC PARTNER. Effective September 1, 1994, domestic partners employed by the District shall be credited with the teachers only contribution. One partner designated by the partners shall carry dependent coverage and receive the employee only contribution from both teachers. Beginning 2001-02, the District shall contribute $1,500 above the cost of employee coverage and, beginning 2002-2003, $2,000 above the cost of employee only coverage toward the cost of family health plan coverage. Teachers not enrolled in health insurance coverage and teachers who qualify for couple premium but are not carrying family coverage shall elect to receive $500 District taxable payment or $500 District contribution to the teacher’s flexible medical spending account. Enrollment is required.

Minneapolis Federation of Teachers, Local #59
Pension Benefits

Pensions have been the cornerstone of retirement planning for working adults for much of the past century. Congress, in 1974, passed the Employment Retirement Income Security Act to protect individuals from the failure of pension programs when companies go out of business, declare bankruptcy, or are bought-out by other companies. The Act protects employees in programs that guarantee them a set income after retirement depending on age and years of service.

8 Pension
1. Pension benefits will be as provided for the Pension Ordinance of the City of Middletown in place on January 1, 1983, as amended.
2. In addition to the pension benefits outlined in the Pension Ordinance of the City of Middletown, it is agreed that the minimum number of years required for vesting shall be ten (10) years. Anyone who shall receive a vested benefit based on the minimum of ten (10) years of service, but less than twenty (20) years of service, shall be eligible to collect such benefits at age sixty-five (65). No employee who vests with less than twenty (20) years of service, with the exception of those employees who are age sixty-five (65) and have at least fifteen (15) years of service, shall receive insurance benefits upon receiving a pension benefit based on the vested rights.
3. The basis for the computation of pension benefits for retirees shall be three (3) consecutive highest years of service. (Ord. Ref. Section 20-46).

Middletown Managers and Professional Association, Local #6092
Discrimination

Discrimination occurs when a distinction is made among people on the basis of class or category, without regard to an individual's merit. Examples of bases for discrimination include race, religion, gender, disability, age, ethnicity, and sexual orientation. Title VII of the Civil Rights Act of 1964 outlaws discrimination in employment by any business for the above stated reasons. With the help of the Equal Employment Opportunity Commission, individuals can bring lawsuits against employers that are believed to have discriminated against their employee(s).

■ ARTICLE X: NON-DISCRIMINATION
A. Wayne State University and the GEOC (Graduate Employees Organizing Committee – American Federation of Teachers) recognize an obligation and reaffirm by this Agreement their commitment to achieve equal employment opportunity and nondiscrimination within the University. Accordingly, it is agreed that, consistent with University policies, the University and members of the bargaining unit shall not discriminate on the basis of race, color, veteran status, height, weight, ethnicity, religion, creed, political affiliation, political beliefs, membership in any social or political organization, national origin, ancestry, marital or parental status, age, gender, gender identity or expression, pregnancy, sexual orientation, or disability, including HIV status, of those capable of performing their professional duties. Nothing in this section shall be construed to prohibit Wayne State University from the application of bona fide occupational qualifications as may be appropriate or from taking such measures as may be permissible by law, to protect the health and safety of the University community.

Graduate Employees Organizing Committee and Wayne State University

■ 4 Nondiscrimination and Equal Opportunity Employment
A. It is agreed there shall be no discrimination in the application of the provisions of this Agreement based on impermissible factors as defined below and as consistent with the state of Michigan Elliot-Larsen Civil Rights Act of 1976… The University agrees to abide by the protections afforded employees with disabilities as outlined in the rules and regulations which implement Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act.

Graduate Employees Organization, Local #3550

Affirmative Action

Affirmative action is a policy or a program that gives preferences to certain (usually underrepresented) groups. This typically focuses on education, employment, government contracts, healthcare or social welfare. It was established to be a corrective measure for government and social injustices against historically discriminated-against demographic groups. Such groups have been characterized most commonly by their race, gender or ethnicity. The goal of affirmative action is to increase the representation of such groups in fields of study and work where they were traditionally underrepresented.

■ 8 Affirmative Action
1. The Employer and the Association recognize and affirm their commitment to the policy of… affirmative action in all aspects of employment, including, but not limited to, recruitment, selection, placement, tenure, wages, training, retrenchment, promotion and termination. The Employer and the Association recognize that the realization of equal opportunity shall be based on their mutually cooperative good faith efforts to achieve full and prompt utilization of women and minorities through the Employer's Affirmative Action Policy.
2. The Employer agrees that it will not alter or change any provision of this collective bargaining agreement by the implementation of any Affirmative Action Policy.
as may be adopted by the Employer based on or mandated by federal or state law; the Employer
further agrees that any Affirmative Action Policy which may be developed by it shall be subject to the
provisions of Chapter 150E. The Employer agrees further to bargain with the Association concerning
any impact an Affirmative Action Policy required by federal or state law may have on matters covered
by Chapter 150E as it relates to the Association as the exclusive collective bargaining representative
for all categories of employees described in Appendix A of this Agreement.

Massachusetts Community College Council, Day Unit

5 AFFIRMATIVE ACTION
1. Both the University and the AAUP agree to the importance of developing and implementing...
affirmative action employment policies. Faculty Members and Librarians have a shared responsibility
and commitment to promote a nondiscriminatory University environment.
2. In order to facilitate the creation and implementation of such policies, the Administration shall
provide proposed plans or revisions to a committee whose membership shall be named by the Faculty
Senate. The Committee shall have the opportunity to make recommendations to the President or
the President’s representative prior to the University’s submission of future affirmative action plans
or before the revision of present plans. After submission of its recommendations, if the Committee
desires to have a meeting on the matter, the President or the President’s representative shall meet
with the committee and respond to the Committee’s recommendations if requested to do so by the
chairperson of the Committee. Copies of current affirmative action plans and revisions thereof shall
be maintained in every college and library office and shall be available there for inspection.

University of Cincinnati Chapter/AAUP

Harassment
Harassment refers to a wide range of offensive behavior. When the term is used in a legal sense, it refers to behaviors
that are found threatening or disturbing, and beyond those that are sanctioned by societal norms. In the United States,
where free speech is supported, only the more repetitive, persistent and untruthful types of speech qualify legally as
harassment. It is the responsibility of the employer to provide an atmosphere that is free of harassment of all sorts.

3-E Harassment (Non-Sexual):
2. No Unit I employee shall be subjected to harassment. Harassment, for the purposes of this section,
is defined as a verbal or physical behavior, by a manager, or behavior of another of which the manager
should reasonably have been aware, which creates a hostile work environment.
A hostile work environment exists when there is specific evidence of a pattern or practice of verbal
or physical behavior, which would be offensive to a reasonable person, and which is severe and
pervasive enough to adversely affect an employee’s work environment or is so egregious it warrants
immediate action. Reasonably omitted are meetings between a supervisor and an employee, wherein
discipline will be communicated. Employees shall retain the right to seek AFT representation (Article
16, E.).
If harassment occurs between Unit I employees and the conflict adversely effects the work
environment, the supervisor shall recommend the Employee Assistance Program (EAP) (Conflict
Resolution). This allows the employees to utilize this conflict resolution process to avoid a hostile
work environment.
3. Complaint Procedure: Complaints of non-sexual harassment shall first be presented to the complainant's immediate supervisor, in writing. If the complaint is against the immediate supervisor, the complainant shall present the complaint to the next higher level of supervision. The person to whom the complaint was made shall investigate the complaint, and shall provide a written response within ten (10) working days. If the complainant has not received the response or is not satisfied the complainant may avail himself/herself of the procedure in paragraph 4 below.

4. Employees who believe they have been subjected to harassment as defined in this section will first attempt mediation. If after mediation the complaint has not been resolved, the complaining party may file a grievance as set forth in Article 22, Steps 1 though 3. No employee shall knowingly file false allegations of harassment.

American Federation of Teachers College Staff Guild, ESP Unit, Local # 1521A

Pay Equity
Over 60 million working women in this country suffer economically because of a lack of pay equality in the work place. In 2004, women continued to earn only 77 cents for every dollar their male counterparts earned. In order to match men's earnings for 2005, women would have to work an additional four months in 2006.

These statistics are even worse for minorities. Minorities make up 23.1 percent of the labor force, while women make up 46.6 percent. Many low paying job fields are minority-concentrated, such as the institutional job service, in which women of color are overrepresented. Such overrepresentation is said to occur because of inadequate education and/or discrimination that has confined many to these second-rate jobs. In terms of earned wages, black women earn 66 cents and Latino women earn 55 cents for every dollar the average male earns. This difference can equal more then $300,000 over an average minority women’s career.

20-J  Equal Pay for Equal Work
There shall be equal pay for equal work in all categories of employment, and there shall be no discrimination between men and women when they are performing the same type of work.
FVCC Classified Employees Union, Local #4446

13-C  Equal Pay for Equal Work:
There will be equal pay for equal work in each classification of employment.
Fort Benton Classified Employees Association, Local #7571
Sexual Harassment
Sexual harassment typically occurs in the workplace or another setting where objecting or refusing may have negative consequences. American employment law defines sexual harassment as any unwelcome sexual advance or conduct on the job, having the effect of making the workplace intimidating or hostile. The Equal Employment Opportunities Commission (EEOC), in 1980, produced guidelines for defining and enforcing claims of sexual harassment in the workplace, which is prohibited in Title VII of the Civil Rights Act of 1964.

7- B  The Employer and the Union agree that all employees must be able to work in an environment free of sexual harassment and that no employee shall be subject to any form of sexual harassment by faculty, staff, co-employees or students.
   The Union shall receive a seat on the University Sexual Harassment Grievance Committee. The Union shall submit a list of five (5) names to the Chancellor or his/her designee for selection. The Union may submit its concerns for consideration to existing and newly established bodies which determine sexual harassment policies.

Milwaukee Graduate Assistants Association, Local #2169

9-3  Sexual Harassment
The Employer acknowledges that sexual harassment undermines the integrity of the Federal Government and will not be condoned. Merit System principles require that all employees be allowed to work in an environment free from sexual harassment. Further, sexual harassment is a prohibited personnel practice when it results in discrimination for or against an employee on the basis of conduct not related to performance, such as the taking, or refusal to take, a personnel action, including promotion of employees who submit to sexual advancement or refusal to promote employees who resist or protest sexual overtures.

Indian Educators Federation, Local #4524

4- B  Sexual harassment may involve the behavior of a person of either sex toward a person of the opposite or the same sex. Examples of behavior that would be considered sexual harassment include, but are not limited to, the following:
1. A pattern of conduct that a reasonable person would find intimidating, hostile, or offensive. Such conduct includes, but is not limited to, gestures, facial expression, speech, or physical conduct of a sexual nature or which is repeated after an individual indicates that the conduct is hostile, offensive, or intimidating;
2. Direct or implied threats that submission to sexual advances will be a condition of employment, work status, promotion, grades, or letters of recommendation;
3. A pattern of conduct, intimidating, hostile, or offensive, and of a sexual nature, including, but not limited to, statements, questions, jokes, or anecdotes.

Lakeland Community College Faculty Association, Local #2296
Domestic Partnership

Domestic partnerships identify the personal relationship between individuals who are living together and sharing a common domestic life but are not joined by marriage or civil union. This term, in many jurisdictions, is also used to recognize same-sex unions.

Some legal jurisdictions have begun to recognize that people, who live together after a long period of time, while not entitled to common-law marriage status, are entitled to some protection under the legal concept of domestic partnership. People might enter into domestic partnership agreements in order to formalize contractually certain issues, such as joint property ownership, support obligations and other issues similar to those that arise in marriage. Many employers also are beginning to recognize such relationships and are asking for their employees to register their domestic partner in order for them to be eligible to receive spousal benefits.

Appendix C-10  Domestic Partner

Any benefits specified within this Article for which a teacher’s spouse and/or Family members are entitled or eligible shall also apply to a teacher’s same-sex or opposite-sex domestic partner. To add a domestic partner, a teacher must sign an affidavit included herewith declaring the following:

AFFIDAVIT OF DOMESTIC PARTNERSHIP

The purpose of this Affidavit is to qualify a domestic partner for receipt of any medical coverage and benefits to which a teacher’s spouse and/or family members are entitled.

We hereby certify that, as domestic partners, we have an exclusive mutual commitment similar to marriage and that we meet the following criteria:

- We have been each other’s domestic partner and have shared a common residence and we have every intention of remaining indefinitely in the relationship.
- Neither of us is married to anyone else.
- We are jointly-responsible for each other’s common welfare and basic living expenses.
- We are both at least 18 years old and are mentally competent to consent to contract.
- We are by law adults and are not related by blood closer than would bar marriage in our state of legal residence.
- Our domestic relationship is not illegal.

Providence Teachers Union, Local #958

14-e  Employees may enroll an unmarried domestic partner in the benefit plan only if that partner is not eligible for coverage elsewhere.

A domestic partner is defined as the partner of an eligible employee, sharing a long-term committed relationship of indefinite duration with all of the following characteristics:

The partners have an exclusive mutual commitment similar to that of marriage and intending to maintain that commitment indefinitely.

Neither partner is married to anyone else or has another domestic partner.

The partners have shared residence for 24 months prior to certification date with intention to reside together indefinitely.

The partners are not related by blood closer than would bar marriage in the Commonwealth of Pennsylvania, or the state of their residence.
The partners are financially responsible for each other’s well-being and debts to third parties and can provide documentation of such responsibilities if requested. This means that both partners are at least 18 years old and have entered into a contractual commitment for that responsibility, or both are 18 years old and have joint ownership of significant assets (such as home, car, bank accounts) and joint liability for debts (such as mortgages and major credit cards).

The employee and his/her partner must satisfy all of the criteria listed above. In addition, domestic partners are subject to the same eligibility requirements and plan provisions that govern all other participants in the benefit plans and programs. The College reserves the right to change or terminate all aspects of any benefit plan.

For health and dental benefits, the IRS has stated that employees must be taxed on the fair market value of the spousal equivalent coverage, minus any after-tax contribution paid by the employee for this coverage that is provided by the employer. This amount must be shown as income on the employee’s year-end W-2 form. The College does not assume responsibility for any tax obligation that might result for the employee or his/her domestic partner from these acknowledgements.

Additionally, for flexible spending accounts, IRS regulations stipulate that domestic partners are not eligible to be reimbursed through an employee’s flexible spending dollars for out of pocket medical expenses.

*Northampton County Area Community College Federation of Teachers, Local #3579*

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■ Appendix K ELIGIBILITY

**Domestic Partners**

To be eligible for coverage, the domestic partner must be your “sole spousal equivalent.” You must both be adults and live together in an exclusive, committed relationship and assume joint responsibility for your basic living expenses. You must share the same residence and intend to continue to do so indefinitely. Your domestic partner must be at least eighteen years of age, unrelated to you by blood, and neither you nor your domestic partner may be married, or have another domestic partner, or have had another domestic partner at any time during the 6 months before enrolling for health care benefits. Benefits are available to same or opposite sex domestic partners. You must complete an Affidavit of Domestic Partnership affirming these eligibility requirements.

*Desert Community College District Faculty Association*
Family Leave

Family leave policies provide a foundation for balancing family and work. Today, most adults are in the paid workforce, including 72 percent of mothers with children under 18. And with the population aging, four out of every 10 workers now provide care for an elderly parent or parent-in-law. Even families in the middle class are struggling to make ends meet. Statistics show not only that newborns get a better start in life and children do better in school when their parents have paid leave, but that workers are more productive and businesses more prosperous when workers have access to paid leave during critical family times.

In 2004, California became the first state to provide comprehensive paid family leave, with four other states following suit by passing legislation that provides paid disability and maternity leave for all workers within their borders.

Adoption Leave

Adoption leave applies to those employees who are planning to adopt or have recently adopted a child. Adoption leave is different from maternity leave in that the employee(s) does not experience the physical effects of pregnancy. Therefore, adoption leave is meant for the purposes of childrearing and bonding. Adoption leave may be granted to both men and women.

9-12 Adoption Leave: A full-time teacher will be granted up to ten (10) days leave immediately prior to or within one year of adoption of a child. Adoption leaves allowed shall be deducted from accrued disability leave days earned by the teacher. Teachers who take an adoption leave are also eligible for a child care leave pursuant to Section 5 above.

Chisago Lakes Education Minnesota, Local #7050

17-5.E Adoption Leave. Requests for adoption leaves of absence shall be submitted six (6) weeks in advance, if possible, but in no event less than three (3) days prior to such leave and shall be granted to all employees who request same. The leave shall commence on the date requested by the employee and shall continue up to six (6) weeks provided, however, that adoption leave may be extended up to a total maximum of one (1) year by mutual consent between the employee and the Appointing Authority. Employees returning from an adoption leave shall be reinstated to their original job or to a position of like status, pay, and seniority. Returning employees shall accrue sick and vacation leave at the same rate and with the same accredited length of service that existed at the time of their leave and shall receive all fringe benefits in accordance with the terms of the current Agreement between the Employer and the Association. A returning employee shall retain his/her original anniversary date and shall be reinstated in the insurance program in accordance with the terms of the master insurance contract.

State Residential Schools Association, Local #7258

Adoption

A: A teacher may use up to 15 days of sick leave for adoption. Additional unpaid leave up to one school year may be granted for the necessary bonding process.

B: Teachers on adoption leaves shall remain under contract and shall be entitled to return to the same positions which they held immediately before commencement of leave or to positions of comparable responsibility and remuneration.

Townsend Education Association, Local #7691
Bereavement Leave

Bereavement leave is given to employees upon the death of a relative. Many employers now recognize the ways in which the death of a family member affects an employee. However, the Fair Labor Standards Act (FLSA) does not require payment for time not worked, including taking time off for bereavement. Paid leave for bereavement is a matter of agreement between an employer and their employees. Still more and more employers are choosing to give their employees paid leave for an appropriate amount of time in order to provide them a chance to mourn their loss and make appropriate arrangements to attend the funeral.

31 Bereavement Days

The University grants eligible employees paid time off to attend the funeral and/or make necessary arrangements when a death occurs in the employee’s immediate family.

Regular staff working half time or more are eligible for bereavement leave upon the date of hire, rehire or change to regular status of half time or more.

Up to three (3) bereavement days will be allowed in the case of death of the employee’s:

- Spouse
- Grandparents
- Father-in-law
- Child
- Grandchild
- Mother-in-law
- Brother
- Half-Brother
- Son-in-law
- Sister
- Half-Sister
- Daughter-in-law
- Parents
- Step-Parents
- Brother-in-law
- Grandparents-in-law
- Sister-in-law
- Qualified same-sex domestic partner

One (1) day will be allowed in the case of death of an employee’s, or an employee’s spouse’s uncle, aunt, nephew or niece, or a member of the employee’s household. Additional time, if required, may be granted in accordance with other leave policies.

The supervisor may require proof of death and relationship to the deceased before approving payment. A maximum of eight (8) hours’ pay may be made for each day of absence. Each hour paid to an employee shall be paid at the employee’s straight time base rate of pay and shall not include shift premium or other premium payment. This benefit is payable only to active employees whose absence from work is due to the death in the employee’s family and will not be paid in lieu of other types of paid leave.

Part-time employees will be paid only for the hours scheduled to work but not worked because of the death.

Allowed bereavement days may be taken any time during the period including the day of death and the day following the funeral.

The supervisor may grant permission to a reasonable number of employees to attend the funeral or serve as pallbearers for a deceased employee or former employee, without loss of pay.

Michigan State University Administrative-Professional Association
14-4 Bereavement Leave. A faculty member shall be granted up to five (5) days of approved leave as necessary for bereavement purposes. Bereavement leave of up to five (5) days shall not be deducted from sick leave in the event of death in the immediate family or of death of any individual who is named a beneficiary in the individual’s retirement program. The term “immediate family” shall mean: spouse, parents, parents of spouse, guardian, children, grandchildren, brothers, sisters, grandparents or wards of the faculty member or of the faculty member’s spouse or other residents of the faculty member’s household. If additional bereavement leave is requested beyond the five (5) days for an “immediate family” member, the approved bereavement leave shall be deducted from sick leave. Upon consultation with the administration, bereavement leave for a faculty member for a person of a close relationship may also be approved and deducted from sick leave.

Minnesota State College Faculty, Local # 4901

Elder Care

Elder Care

More than 54 million adults are providing care for an elderly family member or friend. The responsibility of providing such care can take an enormous toll in the workplace on these caregivers. Nearly one-third of working adults with older parents reports having missed work to care for them. This burden is especially great for low-income working families. Very low-income workers are twice as likely to provide 30 hours or more of unpaid elder care each month as those who are from higher incomes. Despite these facts, many unions still have not yet developed any contractual language.

Section 10. Family Care Giving. Up to one (1) year of unpaid leave shall be granted, upon request, for the purpose of care for an ill family member. Family is specifically defined as child, father, mother, sister, brother, spouse, step-parent, or step-child. Unpaid leave shall be granted only after all personal leave days and accumulated sick leave days have been used. The employee is entitled to return to a comparable position (if available) in the District. If the employee is in pay status for 120 or more days in the current school year, he/she is entitled to the annual step increase and seniority credit. A copy of the form is found in Appendix F.

Cleveland Teachers Union, Local #279

42-1 In recognition of the mutual advantages in addressing employees’ dependent care needs, the State and PEF agree to provide dependent care benefits through family benefits programs designed to assist employees with balancing work and family responsibilities.

3 The State and PEF remain committed to ensuring that all network child care currently available to State employees is provided in safe, high quality centers. Therefore, the State and PEF agree to:

B Provide technical support and training for child and elder care initiatives; and

4 The Committee shall continue to fund the administration of the Flexible Benefit Spending Program, Dependent Care Advantage Account (DCAA). This program will provide employees with the opportunity to increase their net income by paying for all or part of selected benefits such as...elder care...with pre-tax dollars.

Public Employee Federation, Local #4053
Family Medical Leave
Federal law does not require sick leave. The Family and Medical Leave Act of 1993 (FMLA) is a labor law that allows employees to take up to 12 weeks of unpaid leave to take care of themselves when they are sick, or a sick member of their immediate family. The FMLA of 1993 recognizes the growing needs of working individuals to balance their families and their work obligations and provide them with protections in order to do so.

26-2 Statement of Policy. In accordance with the Family Medical Leave Act, effective August 5, 1993, the Town will grant job protection paid and/or unpaid family and medical leave to eligible male and female Employees for up to 12 weeks per 12 month period for any one or more of the following reasons:
A. The birth of a child and in order to care for such child or the placement of a child with the Employee for adoption or foster care (leave for such purpose must be taken within the 12 month period following the child's birth or placement with the Employee); or
B. In order to care for an immediate family member (spouse, child, or parent) of the Employee if such immediate family member has a serious health condition; or
C. The Employee’s own serious health condition that makes the Employee unable to perform the functions of his/her position.

Pittsfield Town Employees, Local #6214

S-27-1 FAMILY AND MEDICAL LEAVE
In compliance with the Family and Medical Leave Act of 1993, the Employer will provide eligible employees paid/unpaid leave of up to twelve (12) work weeks per calendar year for certain family and medical reasons.
Employees may elect to bank up to forty (40) hours of vacation time prior to taking unpaid leave. Alternatively, employees are required to use all paid vacation and personal leave (and all sick leave for the employee’s own serious health condition) prior to approved family and medical leave without pay.
REFERENCE: The use of Family and Medical Leave shall be in accordance with the Employer’s Family Medical Leave guidelines included in Appendix C.

Central Michigan University Supervisory-Technical Association
Maternity/Paternity Leave

Maternity/paternity leave is designated for those employees who have a new child in their homes. In the case of a birth, maternity/paternity leave allows time off for prenatal preparation for the baby and care for the expectant mother, the birth and recovery processes, and care for the new child. Maternity/paternity leave also applies to the placement of a child into the home of an employee through adoption or foster care. The amount of leave and how much of it is classified as “paid leave” varies by contract. Often, an employee is required to use paid or unpaid sick leave prior to the birth or adoption, followed by an amount of unpaid leave after the birth or adoption of the child.

■ 22-8 Personal leaves of absence without pay may be granted by the President. A personal leave of absence without pay may be for purposes of unpaid sick leave, outside employment, maternity/paternity, family care leave, or other purposes of a personal nature.

9 Family care and medical leave shall refer to a leave for reason of the birth of a child of the employee, the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.... Family care leave shall be pursuant to provisions 22.13 through 22.23 of this Article.

10 Maternity/paternity leave shall refer to a leave for the purpose of a parent preparing for the arrival of a new infant and the care of a new infant. A maternity/paternity leave shall not constitute a break in service.

11 A tenured faculty unit employee shall be entitled to a maternity/paternity leave without pay for up to twelve (12) months, subject to the conditions of provision 22.19 of this Article. This leave shall satisfy the family care leave requirements of tenured faculty unit employees for reason of the birth of a child of the employee, the placement of a infant child with an employee in connection with the adoption or foster care of the child by the employee, or to care for an infant child who has a serious health condition. Upon request of the employee, the President may grant an extension of maternity/paternity leave.

California Faculty Association

■ 8-11 Maternity/Paternity Leave: Maternity/Paternity leave shall be granted to qualified employees upon request and shall not exceed a total of three months of continuous duration. To qualify for maternity/paternity leave an employee must be employed by Juneau Alliance for the Mentally Ill for six (6) months and be the parent of a newborn infant or the parent of a recently adopted child.

A total of three (3) months of maternity/paternity leave may be taken from one or any combination of the following four categories:
A. accrued personal leave;
B. accrued compensation time, or
C. leave without pay

An employee on maternity/paternity leave, or leave without pay status, does not incur a change in their employment anniversary date for the permissible three (3) month period, however, all other leave-without-pay restrictions do apply.

Juneau Mental Health Professionals, Local #6134
Military Leave

Any full-time employees whose appointment is not limited to one year is entitled to military leave at full pay for active or inactive duty in the National Guard or as a Reserve of the Armed Forces. For part-time employees and those on an uncommon tour of duty, military leave under 5 U.S.C. 23239a is prorated. Employers can only credit their employees with military leave for the hours that their employee otherwise would have worked or received pay.

12-5 Military Leave. Faculty who must be absent from work due to military duty may elect to use accrued vacation days and/or personal leave days or go on military leave status. If the faculty member elects to use earned vacation and/or personal leave days, then the faculty member shall be compensated accordingly. If the faculty member elects to go on military leave status, then the faculty member shall not be paid while on military leave. The College shall continue to provide all insurance benefits, and sick days and personal days shall continue to accrue while absent on military leave. A military leave shall not constitute a break in service for tenure eligibility. Upon return from military leave, the faculty member shall be reinstated to the same position held when the leave started, or to an equivalent position.

Heartland Community College Faculty Association, Local #6038

7-8 Short-Term Military Leave: When a faculty member must fulfill temporary military duty with the armed forces of the United States or with a National Guard unit, and this occurs during periods in which the faculty member is under contract to perform services for the University, the Administration shall grant leave to the individual for this purpose. All benefits shall be continued, including pay, subject to provision of the insurance policies and restrictions of law, if any. Such leave shall not exceed thirty-one (31) days. Nine-month faculty teaching summer term will receive pay under this clause only in case of emergency call-up.

9 Long-Term Military Leave: A long-term military leave of absence without pay will be granted to any faculty member in the event of call-up or involuntary induction into the armed forces of the United States or a national guard unit for extended duty (i.e., more than thirty-one (31) days). All benefits shall be continued, including pay, for the first 31 days of Long-Term Military Leave, subject to provision of the insurance policies and any applicable laws, including O.R.C. 5923. Pay and compensation for periods exceeding 31 days shall be governed by 19 O.R.C. 5923. Upon return from such leave, the faculty member shall be placed at the same position on the salary schedule that he/she would have held had the individual taught at the University during such period. If it is possible, the individual will notify the Administration at least ninety (90) days before returning. Any voluntary extensions or re-enlistments terminate the employee’s rights under this section.

Youngstown State University Chapter of the Ohio Education Association
Pregnancy Disability Leave

Pregnancy disability is the period of time that a woman is medically disabled due to pregnancy and childbirth. The employee may get leave without pay and/or paid leave, including accrued sick or vacation leave. When medically necessary, an employee may be able to take pregnancy disability on a reduced work schedule or on an intermittent basis.

■ 12-1  A teacher who becomes sick or disabled due to pregnancy or childbirth shall, upon her request, be placed on sick leave for childbearing purposes. Any teacher who becomes pregnant shall so notify the Superintendent, or his designee, at least one (1) month prior to the expected date of commencement of said sick leave. When there is reason to believe that she may have become unable to perform her duties she shall provide a doctor’s certificate indicating her continued fitness for work. Leave shall begin when, in the opinion of her doctor, she is no longer physically able to work and said leave shall expire when, in the opinion of her doctor, she is physically able to return to work. Except in the case of medical difficulties, sick leave is not normally expected to continue for more than six (6) weeks after delivery. Upon her return the teacher shall be assigned to her former position, if available, otherwise to an equivalent position.

Bristol Federation of Teachers, Local #1464

■ 6-1.B. Conditions For Use Of Sick Leave

1. An employee may use sick leave days for:
   d. maternity-related disability, including pre-natal care, birth, miscarriage, or other medical care for employee;

E. Rate of Compensation

An employee on authorized sick leave is entitled to the salary for those days/hours he/she would have worked had he/she not been absent from work and on authorized sick leave.

Ashland Education Association, Local #7503

■ 7-F Medical (Including Maternity) Leave

A medical leave of absence with sick leave benefits while applicable to the leave and thereafter without pay may be granted upon written request for a reasonable period of time (not to exceed the then current school year or the next succeeding school year if the Professional Employee has signed a contract for said school year) to any Professional Employee who because of illness, accident, or other medical reason (including childbearing by the Professional Employee), is physically unable to perform normal teaching assignments, provided the employee intends to return to work at the end of the leave. Such leave will be granted only after approval by the President and the Board. For the purposes of such leave, “physical inability to perform the normal teaching assignments” shall be shown by medical certification from the employee’s physician and, at the Board’s option, from the Board’s physician.

Many of the specific terms of medical leave involving childbearing of the Professional Employee shall be negotiated by the individual employee and the President. Such negotiations shall be subject to the approval of the Board.

Garden City Community College Higher Education Association
Return-to-Work Policies

When parents return to work after time off for childbirth or adoption, they may not be discriminated against for their leave of absence by being reassigned to positions that pay less. By installing return-to-work policies, employees are protected from demotions in positions and pay after returning from maternity or paternal leave.

■ 15-10.B ...If the teacher commences parental leave after January 1st of any year, the teacher may take such parental leave in excess of two (2) years provided, however, said teacher shall return to teaching at the beginning of school of the third school year of said leave. Upon his/her return, the teacher shall be placed in the assignment that was left if the position is still open, and if the position that was left is not open, the teacher shall be placed in as nearly comparable a position as is available. All unused benefits accrued prior to said leave shall be credited to said teacher.

*West Warwick Teachers Alliance, Local #1017*

■ 15-B.1-d Return to Duty

An employee on leave of absence due to childbirth is expected to return to duty no later than the beginning of the fifth week after date of childbirth. An employee who is not able to do so due to personal illness and utilizes sick leave for the extended absence must provide a physician’s certification or other evidence administratively acceptable. This documentation must also indicate the expected date of employee’s return to duty.

*Guam Federation of Teachers, Community College Unit, Local #1581*

■ 4-B.6 The Employer, in granting a leave of absence, implies that it will return the employee to a position which in the determination of the Employer is the same or similar to that in which the employee formerly served if a vacancy exists for which he/she is qualified.

*Des Moines Area Community College Higher Education Association*

■ 11-A.1-f Return to Work

(1) To return to work, the employee should contact his or her manager and Employee Health at least (2) two days prior to the date they can return to work.

(2) An employee returning from leave for his or her own serious health condition and for certain other uses of Family and Medical Leave should complete the Return to Work form. The manager will direct the employee to Employee Health.

(3) If an employee returns before the expiration of the leave, he or she will then be returned to the same or equivalent position subject to the rules of the Family and Medical Leave Act. Please note that failure to return to work the day after the expiration of the leave may result in release from employment.

*Denver Federation of Nurses and Health Professionals, Local #5016*
Work Options

Work options allow employees to vary start times, to work longer hours in fewer days, to share their hours with another employee or to work part time. By supporting various work options, employers may benefit from increased productivity, better coverage, real estate savings, and improved employee retention and recruiting. For many workers, the traditional work schedule may be difficult due to personal or family medical needs, child care, elder care or other personal circumstances. However, employers that implement different types of work options for their employees help them to meet their work demands.

Flexible Work Hours and Job Sharing

Flexible Work Hours: Flexible work hours enable workers to vary the schedule of their workday to meet their needs. This may involve starting work earlier or later, or splitting their work shift, while still working full time. Flex-time can allow for flexibility on a particular day or an adjusted schedule on a long-term basis.

Job sharing: Job sharing is an arrangement where the responsibilities of a full-time position are split between two people.

■ 12-3.6 Flexible work hours...are specifically permitted: By mutual agreement between employees and their manager, employees may “flex” their daily schedule up to the ten (10) hour per day limit from one shift to another within the same forty (40) hour work week...Employees may agree to work a flexible schedule up to a ten (10) hour work day and a forty (40) hour work week on a routine basis or on a case-by-case basis.

Lane Community College Employees Federation, Local #2417

■ 42 Job Sharing

Eligibility Requirements

To participate an employee must be a full-time contracted teacher who is in an active pay status (not on leave) with an acceptable performance evaluation the year prior to participating in the Job Sharing Program, a current professional certificate, a minimum of five creditable salary years earned with MDCPS, and at step 10 (or above on the A0 Bachelor’s Degree) or C0 (Master’s/Specialist/Doctorate Degree) Salary Schedule.

A. Requirements and Conditions

Teachers interested in job sharing may find their own partner or choose from a list of interested applicants provided by the Office of Human Resources. Both partners must have current Florida teaching certificates and be interviewed by the principal and/or committee at the school site where the job sharing will occur. Job sharing teachers must have and maintain satisfactory evaluations.

United Teachers of Dade, Local #1974
Part-time Positions with Benefits

Part-time workers are those who work less than 40 hours a week. The number of part-time workers in the United States has increased from 3 million in 1989 to 4.5 million in 2002. Typically, these workers are women who have compromised pay, benefits and job security in order to deal with a host of family-related issues. Some workers accept part-time jobs as an entry to full-time employment, and others see it as a way to augment other income. One of the problems facing part-time workers is that many of their employers expect them to accomplish the same volume of work as those employed full time. Because of such expectations, many employers provide benefits that are close or equal to their full-time workers', to ensure productivity, morale, commitment and retention of their part-time employees.

- 26-A Part-Time Positions:

  3. Teachers serving in part-time positions shall be considered members of bargaining unit and, as such, shall be entitled to all benefits and rights that are inherent in this Agreement that are granted to teachers serving in full-time positions. However, with regard to Articles 15, 37, 38 and 39, such teachers shall receive only the proportional credit/compensation contained therein.

  4. Teachers serving in part-time positions shall receive only a proportional credit/compensation toward the benefits specified in Article 11 but shall have the right to reimburse the School Department in the proper and remaining proportional amount to secure the full benefits of any or all of the insurance groups/plans provided therein.

  7. Teachers serving in part-time positions shall have the same amount of payroll deduction as specified in Article 13 for union dues or agency fees as teachers serving in full-time positions.

  8. A teacher serving in a part-time position shall accrue West Warwick tenure at the same rate as teacher serving in full-time positions. A full-time tenured teacher who transfers to a part-time position or a teacher who has been suspended/terminated pursuant to Article 22 shall not have forfeited his/her accrued tenure in the West Warwick School Department.

West Warwick Teachers Alliance, Local# 1017
Working from Home

Increasingly, employers are recognizing the benefits of allowing their employees to work from home. Companies who permit work from home on computer networks have an excellent recruiting tool, happier employees, increased productivity, lesser turnover and reduced overhead costs. This option is great for parents who are not willing to give up raising their children to take traditional jobs. In fact, having more time with family is the most common reason people have chosen to work from home.

■ ADDENDUM 11 - Letter of understanding HEALTH PLUS

The Employer and the Union agree that Health Plus Registered Nurses may work at home under the following terms and conditions:

1. All newly created Health Plus positions entailing work at home will be posted and filled pursuant to Article 15 of the collective bargaining agreement with only Health Plus RNs eligible to bid. All vacancies occurring after the initial creation and filling of these home work positions will be posted and filled pursuant to Article 15 of the collective bargaining agreement with all bargaining unit RNs eligible to bid. No RN employed by Health Plus as of March 1, 2005 who is unwilling to work at home will be displaced or laid off as a result of the creation and filling of home work positions. All postings for home work positions will indicate the extent of the work at home.

2. Except as modified by this letter of understanding, there will be no change in the terms and conditions of employment for RNs working at home.

3. The hours, work week and breaks for RNs working at home will be governed by the collective bargaining agreement. Any variations will be specified in the job posting.

4. RNs working at home will be required to report to Health Plus offices for meetings and training. Health Plus will provide to RNs working at home all equipment and supplies needed to carry out their duties and responsibilities, and Health Plus will maintain all equipment so provided. In the event of equipment breakdown which causes an interruption of work, RNs working at home will be held harmless for lost pay during such period.

5. RNs working at home will be required to secure High Speed Internet Access (DSL or Cable) and a dedicated telephone line which will be used exclusively for Health Plus business purposes. All charges relating to the installation, maintenance, usage and removal of said High Speed Internet service and dedicated telephone line will be reimbursed upon proper submission to Health Plus.

6. RNs working at home are reviewed using the same quality standards as RNs working in Health Plus offices.

7. Any reduction of a work at home position that reduces the total number of Health Plus RNs and requires displacement of an incumbent RN shall be treated as a layoff under Article 16 of the collective bargaining agreement. On the other hand, if a work at home position is eliminated without any decrease in the total number of Health Plus RNs, the Employer will provide at least ninety (90) days notice of the change to the RN who will be moved from a work at home position to an office position.

8. RNs working at home may be temporarily assigned as needed to work in Health Plus offices.

9. RNs working at home will be covered by the same Workers Compensation insurance as RNs working in Health Plus offices.

Public Employee Federation, Local #4053
Resources

There are further resources for assistance in developing contract language both at the American Federation of Teachers and through the Labor Project at the University of California-Berkeley. Below are descriptions and contact information.

The American Federation of Teachers’ Center for Collective Bargaining is housed in the AFT Department of Research and Information Services. The Center works with AFT local leaders and state federations on issues related to collective bargaining. In addition to offering workshops at AFT meetings, conferences and having direct contact with leaders and staff, the Center has developed online tools and resources to further assist negotiators at the bargaining table. Contract language contained in this resource book was extracted from the Center’s database of collective bargaining contracts. For more information about the Center for Collective Bargaining’s resources, please contact Lynne Mingarelli at lmingare@aft.org or Andrea Cecconi at acceconi@aft.org.

An additional resource for unionists on negotiating family matters is the Labor Project for Working Families. The Labor Project is a national, nonprofit advocacy and policy organization providing technical assistance, resources and education to unions and union members on family issues in the workplace including child care, elder care, family leave, work hours and quality of life issues. The Labor Project’s focus is to influence unions and policy makers to adopt work and family policies through collective bargaining, legislation and public policy. The Labor Project has contract language from many different unions on work and family issues, a training curriculum and other resources. For more information, go to www.working-families.org or contact them at info@working-families.org.
Appendix

American Federation of Teachers College Staff Guild, ESP Unit, Local #1521A
Ashland Education Association, Local #7503
Bristol Federation of Teachers, Local #1464
California Faculty Association
Central Michigan University Supervisory-Technical Association
Chisago Lakes Education Minnesota, Local #7050
Cleveland Teachers Union, Local #279
Des Moines Area Community College Higher Education Association
Denver Federation of Nurses and Health Professionals, Local #5016
Desert Community College District Faculty Association
Fort Benton Classified Employees Association, Local #7571
FVCC Classified Employees Union, Local #4446
Garden City Community College Higher Education Association
Graduate Employees Organization, Local # 3550
Guam Federation of Teachers, Guam Community College Unity, Local #1581
Heartland Community College Faculty Association, Local #6038
Indian Educators Federation, Local #4524
Juneau Mental Health Professionals, Local #6134
Lakeland Community College Faculty Association, Local #2296
Lane Community College Employees Federation, Local #2417
Massachusetts Community College Council, Day Unit
Michigan State University Administrative-Professional Association
Middletown Managers and Professional Association, Local #6092
Milwaukee Graduate Assistants Association, Local #2169
Minneapolis Federation of Teachers, Local #59
Minnesota State College Faculty, Local #4901
Northampton County Area Community College Federation of Teachers, Local #3579
Pittsfield Town Employees, Local #6214
Providence Teachers Union, Local #958
Public Employee Federation, Local #4053
Rindge Faculty Federation, Local #2433
Southern State Education Association
State Residential Schools Association, Local #7258
Syracuse Teachers Association, Local #2999
Townsend Education Association, Local #7691
United Teachers of Dade, Local #1974
University of Cincinnati Chapter/AAUP
West Warwick Teachers Alliance, Local #1017
Wisconsin Science Professionals, Local #3732
Youngstown State University Chapter of the Ohio Education Association