

Principles of Good Work Family Contract Language

Include federal and state laws

Contract provisions should always include the work family benefits workers are entitled to under existing state and federal laws. This allows for any potential disputes to be subject to grievance and arbitration. Existing federal and state laws also set the floor to bargain for broader work family programs.

[See: http://www.nationalpartnership.org/site/PageServer?pagename=issues work database]

Have clear definition of terms

Define terms clearly so that work family benefits and program procedures included in the contract provisions are not misconstrued based on common definitions under existing state/federal laws or industry norms. For instance the definition of "immediate family" may be narrow under state/federal laws but could include a broader group of family members and relatives in a collective bargaining agreement.

Avoid unintended limitation of rights

If a contract contains a list of items and does not have language saying "but not limited to," the list will be considered to be a complete list of all items that fall under that category. For example, if you say "emergency leave may be used for situations including but not limited to...", then a broader array of situations will qualify for leave.

Make work family rights subject to grievance

Making workers' work family rights subject to grievance under the collective bargaining agreement supports effective implementation of work family programs.

