

Green Bargaining:

Sample language from the Canadian Collective Agreements database produced by the Adapting Canadian Work and Workplaces to Climate Change (ACW) research project,

York University

The collective agreement language included in this report is taken from the Green Collective Agreements database, compiled during the Adapting Canadian Work and Workplaces to Climate Change (ACW) research project in the period 2014-2021. The topics reflect the ways in which Canadian labour unions have sought to protect their members from threats to their health, safety, job security, or pay, and to discharge their broader social responsibility to mitigate climate change impacts .

The full database is available in a searchable format at https://www.zotero.org/green_agreements/library , current to December 2021 when the ACW project ended. It has been archived at <https://yorkspace.library.yorku.ca/xmlui/handle/10315/39403> , in case the Zotero database disappears from the internet. It provides almost 300 “Green Clauses” which were identified by searching the publicly available websites including the federal government’s Negotech website, as well as provincial websites. In addition, ACW researchers approached Canadian labour unions for information, and some (notably Canadian Union of Public Employees , United Steelworkers Canada, and the Trades Union Congress, U.K.) provided examples which were included. A few publications were consulted to provide some general “model” language, and are listed at the end of this report.

The examples of CBA language are organized under the following headings:

1. Workplace Environment Committees and representatives
 2. Social responsibility to address climate change
 3. Commuting, travel to and from work, and working from home:
 4. Extreme Weather, disasters, (including wage protection in those situations) and Heat Stress:
 5. Green procurement
 6. Recycling and Conservation
 7. Right to refuse work
 8. Whistleblower protection
 9. Workforce adjustment
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1. Workplace Environment Committees and representatives: These clauses started off early (i.e. 1970) have progressed to become more detailed. Clauses from larger unions such as Unifor and USW also include details for mandate, structure, and for national/regional committees.

Pulp, Paper and Woodworkers of Canada. Local 15, and Tembec Inc., Skookumchuk Operations. Bull Session Agreements. Article VII. Environmental Committee (1970).

"At the request of the Union, the Company will meet with its representatives for the purpose of discussing anti-pollution activities."

Newfoundland and Labrador Association of Public and Private Employees. Support Staff, and College of the North Atlantic. "Article 49.07," 2013 -2016. <http://www.nape.nf.ca/wp-content/uploads/2014/05/CNA-Support-Staff-2012-2016.pdf>.

"The mandate of Occupational Health and Safety Committees shall be expanded to include environmental issues. "

Communications Energy and Paperworkers Union (CEP). Local 76, and Catalyst Paper Corp. (Powell River Division). Collective Agreement. Article XXIX. Environmental Protection, 2008-2012 and 2012 - 2017. <http://www.bcbargaining.ca/content/1504/CatalystPowell2017CEP76.pdf>.

"If the Union requests, a Joint Environmental Protection Committee will be established at the mill. The purpose of the Committee will be to receive information, review problem areas and make appropriate suggestions regarding compliance including challenges related to climate change."

United Steelworkers. Local 480, and Teck Metals. "Collective Agreement. Article 10.02," 2012- 2017 http://www.bcbargaining.ca/content/983/TeckMetal_USW2017.pdf.

"The Company recognizes the important role of the Union and employees in protecting the environment and creating a healthy workplace. The Company and the Union agree to work cooperatively to identify and minimize the impact of Trail Operations on the workplace and the community. The Union will participate jointly with the Company in programs directed towards pollution prevention, environmental management and employee health protection. To that end the Union will participate in formal assessments and investigations to prevent the occurrence or recurrence of environmental and health impacts. The Company will make available all pertinent information and monitoring data to the Union upon request. This recognizes the understandings and practices that have been implemented over several years, and reflects the intention of both Parties to work cooperatively in the interests of environment and health protection."

National Committee:

CAW. Production and Maintenance Employees. Locals 444, 1285, 1459, and Chrysler Canada, Windsor. Article 15.3. Joint National Environmental Committee, 2012- 2016. <http://negotech.labour.gc.ca/eng/agreements/04/0422010a.pdf>.

..it is agreed that to demonstrate this joint interest a National Environmental Committee will be established by the parties. The committee will consist of two people, from the Union, the National Health & Safety Coordinator and a Representative designated by the President of the National Union for the CAW and two people, from the company, the Manager of Health & Safety and Manager of Environment representing Chrysler Canada.

The National Committee shall:

- Meet 4 times annually at mutually agreeable times and place to review and discuss issues involving the environment, recycling and energy

conservation which pertain to Chrysler Canada employees.

- Develop and issue a joint statement regarding the environment, recycling and energy conservation pertaining to Chrysler Canada employees.
- Discuss and make recommendations regarding possible future programs for the plants and offices concerning the environment, recycling and energy conservation.
- Promote and support ongoing programs in the plants and offices relating to the environment, recycling and Receive and discuss appropriate issues referred to them by the plants and offices.
- Develop and issue educational materials to employees and their families concerning the environment, recycling and energy conservation.
- Discuss other duties and responsibilities of this Joint Environmental Committee at its regular meetings as jointly agreed on.
- Be agreed by the parties that this committee and its functions will not be adversarial and its clear purpose is to promote environmental awareness of all Chrysler Canada workers.
- Be agreed by the parties that environmental issues and statistics pertaining to Chrysler Canada discussed at this committee are to be held confidential if so requested by any member. (c99, c02)

United Steelworkers. Local 6500, and Vale Canada. Ontario Operations. "Collective Agreement. Safety System Letters of Agreement: Environmental Awareness Committee," 2010-2015; 2015 – 2020. [https://sp.ltc.gov.on.ca/sites/mol/drs/ca/Agriculture%20and%20Natural%20Resources/212-41970-20%20\(054-0004\).pdf](https://sp.ltc.gov.on.ca/sites/mol/drs/ca/Agriculture%20and%20Natural%20Resources/212-41970-20%20(054-0004).pdf).

"The Company and the Union agree to establish a special senior level committee in connection with environmental matters relating to the operations of the Ontario Division.

-This committee shall be known as the Environmental Awareness Committee and will consist of the following members:

For the Union

- the President of Local 6500
- the President of Local 6200

- the Chairperson of the General Health, Safety & Environment Committee
- the Director of District 6 of the Union

For the Company

- Three Senior Management representatives -One of whom shall be a Vice President or General Manager
- The Director of Environmental and Health Sciences
- The Committee will be co-chaired by the Director of District 6 of the Union and the Director of Environmental and Health Sciences of Vale Canada Limited.

-The Committee shall focus on the Natural Environment (the air, land and water bordering real property in which Vale owns surface or mineral rights, while recognizing that our properties must be reclaimed to a natural state when mining and smelting activities cease) and have the following functions:

1. To examine the environmental laws and regulations pertaining to the Ontario Division.
2. To review and assess environmental matters that relate to Division operations.
3. To study and make recommendations with respect to the application of the Internal Responsibility System to these environmental considerations.
4. To develop and make recommendations to the Company relating to employee training for the purpose of increasing awareness of and responsibility for natural environment matters and the impact of operations on the external environment.
5. To study and make recommendations for enlarging the focus of the Safety, Health and Environment Committees so that these environment issues become part of their agenda.

-The Committee shall meet semi-annually in Sudbury under Joint Chairpersonship as described above.

-Reports and recommendations of the Committee shall be made on a confidential basis to the Company and the Union and shall not be released to anyone else without the prior written approval of both the Company and the Union. “

United Steelworkers. Local 6166, and Vale Canada Ltd. Manitoba Operations. Collective Agreement. 2014-2019. <http://negotech.labour.gc.ca/eng/agreements/00/0018111a.pdf>.

Appendix L: Role Profile - Health and Environment Worker Representative is a 5-page description of the tasks, skills, authority, and relationships of the position within the company, including:

“This individual will work jointly with the Divisional Union Co-Chair, Manager, Human Resources/Safety Health and Environment, Occupational Medicine and the EHS committees to strengthen the application of systems that recognize, evaluate and control adverse workplace exposures to chemical, physical and biological agents and the impact of operations on employees, the public and community of Thompson and the natural environment.”

Model agreements:

“A Model Joint Environment and Climate Change Agreement”, in Trades Union Congress (U.K.), Go Green at Work: A handbook for union green representatives. (includes how to establish a Joint Committee, structure, terms of reference, mandate (e.g. energy use, recycling and resource use, food, transport). <https://www.tuc.org.uk/sites/default/files/extras/gogreenatwork.pdf>.

“Joint Model Environment and climate Change Agreement.” in Wales Trades Union Congress, (2021), Greener workplaces for a just transition: A Wales TUC Toolkit for Trade Unionists”, p. 176. https://www.tuc.org.uk/sites/default/files/2021-02/Greener%20Workplaces%20-%20English%20Version_0.pdf.

2. Social Responsibility:

CAW. Local 114, and B & L Security Patrol Ltd. Article 23.12 Earth Hour, 2012 - 2015

<https://negotech.labour.gc.ca/eng/agreements/14/1479201a.pdf>. and in 2018-2021 and unchanged in the 2018-2021 agreement with the subsequent union, Unifor. Local 114 <https://negotech.labour.gc.ca/eng/agreements/14/1479203a.pdf>

"Each year at the end of March at approximately 8:00 p.m. (local time), employees will be encouraged to participate in turning off the lights in their homes and workplaces in recognition of the role each of us has in stopping climate change."

United Steelworkers. Local 480, and Teck Metals. Article 10.02, 2012-2017.

http://www.bcbargaining.ca/content/983/TeckMetal_USW2017.pdf.

"The Company recognizes the important role of the Union and employees in protecting the environment and creating a healthy workplace. The Company and the Union agree to work cooperatively to identify and minimize the impact of Trail Operations on the workplace and the community. The Union will participate jointly with the Company in programs directed towards pollution prevention, environmental management and employee health protection. To that end the Union will participate in formal assessments and investigations to prevent the occurrence or recurrence of environmental and health impacts. The Company will make available all pertinent information and monitoring data to the Union upon request. This recognizes the understandings and practices that have been implemented over several years, and reflects the intention of both Parties to work cooperatively in the interests of environment and health protection."

Unifor. Local 835, and Shell Canada Limited. Alberta. Collective Agreement. Article XVII Health, Safety and Environment, 2019- 2023. https://work.alberta.ca/apps/cba/docs/2456-CBA3-2019_Redacted.pdf.

"The Company and the Union recognize the importance of health, safety and environmental performance in the operation of the Complex. The Company recognizes its responsibility for formulation and carrying out of health, safety and environmental programs which in its judgement are calculated to promote the health and safety of the employees and the safe and environmentally responsible operation of the Complex. The Union recognizes its responsibility

to encourage its membership to participate fully in the health, safety and environmental programs."

Model agreement:

IndustriALL Global Union, and Umicore. "Global Framework Agreement on Sustainable Development," 2019. [https://www.industrialunion.org/sites/default/files/uploads/documents/GFAs/Umicore/gfa - industrial-umicore - 2019 renewal.pdf](https://www.industrialunion.org/sites/default/files/uploads/documents/GFAs/Umicore/gfa_-_industrial-umicore_-_2019_renewal.pdf).

Section 3: Environment "Umicore integrates sustainable development considerations within its decision making processes with the aim of reducing the environmental impact of its products and operations. It implements risk management strategies based on valid data and sound science, and seeks continual improvement of its environmental performance. Umicore actively participates in the management and remediation of risks that are the result of historical operations. It facilitates and encourages responsible design, use, re-use, recycling and disposal of its products. To achieve the international and individual national environmental standards and to comply with them in practice, Umicore co-operates with the relevant local institutions. By focussing on recycling, Umicore also strives to make efficient use of natural resources and energy."

3.Commuting and working from home:

UNITE HERE. Local 75, and Eaton Chelsea Hotel, Toronto. Letter of Understanding #23: Re Transit Pass, 2015 - 2018.

"The Employer agrees to administer a Transit Pass in conjunction with the Toronto Transit Commission ("TTC"), pursuant to the TTC's bulk purchase program. The Employer agrees to contribute four cents (\$0.04) for every hour worked in the preceding calendar year for all employees.

Beginning February 1, 2016, the Employer agrees to contribute five cents (\$0.05) for every hour worked in the preceding calendar year for all employees.

Beginning February 1, 2017, the Employer agrees to contribute six cents (\$0.06) for every hour worked in the preceding calendar year for all employees."

Canadian Union of Public Employees. Local 3338, and Simon Fraser University, Vancouver. Collective Agreement. Article 28: Car Pools and Other Transportation, 2014 - 2019.

http://www.bcbargaining.ca/content/1312/SFU%20CUPE-CA-2014-2019_FINAL-printed.pdf.

"Scheduling Regular Shifts (a) Compatible with Transport:

(i) The University shall attempt to arrange end of shifts in such a manner so the employee has access to public transportation with no more than a fifteen (15) minute wait.

(ii) An employee's shift start and/or finish times may be amended by up to one half (1/2) hour upon approval of the supervisor in order to accommodate the employee's public transportation or car-pooling arrangements. Such approval will not be unreasonably withheld.

(b) Staffing if Incompatible: When shifts begin or end at hours incompatible with public transport, the University shall attempt to staff shifts amongst employees capable of arranging their own transportation. In the event this is not possible, the University shall provide taxi vouchers or reimbursement for taxi fare."

Unifor. Local 3000, and Coast Coal Harbour Hotel Vancouver. Article 17.06 Eco-Transit Benefit, 2021-2024. https://www.bcbargaining.ca/content/3468/Unifor%203000%20coast-coal-harbour-hotel_2024.pdf.

"The Employer will provide employees with a transit subsidy for their use on the following basis:

a) This taxable benefit will only be eligible to employees who are currently eligible for participation in the benefit plan and employees must complete one (1) year of service.

b) The eligible employee must apply to receive the transit subsidy and transit passes for a minimum period of six (6) months at a time. Eligible employees may sign up for this subsidy two (2) times annually:

c) • By March 7th for April 1st commencement

• By September 7th for an October p t commencement

The subsidy paid by the Employer will be fifteen (15%) percent of the cost of a 1, 2, or 3 zone transit pass. In the administration of this subsection the Employer will deduct eighty-five (85%) percent of the cost of a 1, 2, or 3 zone transit pass through payroll deduction. The Employer will purchase and issue monthly transit passes to participating colleagues.

d) This provision will come to an end should a government program (or similar program) that offers an equal or greater transit subsidy to employees become in effect. "

Canadian Office and Professional Employees. Local 378 and B.C. Hydro. Memorandum of Understanding #78: Telework Project, 2012 – 2014.

"Preamble: This memorandum is intended to build on the evolving nature of work and to provide flexibility on the location in which work gets completed, in addition to the flexibility already provided in hours of work. The memorandum is also meant to recognize that the traditional methods of "work" are changing and that BC Hydro and COPE are endeavouring to be responsive to the needs of the business, as well as their employees and members. Governing Principles a) Conservation – one of BC Hydro's primary goals, objectives and values is focused around conservation. Allowing telework supports this objective."

International Association of Machinists and Aerospace Workers. Lodge 1922, and Ecojustice Canada. Collective Agreement. Article 22 Hybrid Work Arrangements, 2024-2021.
[https://sp.ltc.gov.on.ca/sites/mol/drs/ca/Scientific%20and%20Technical%20Services/541-4717-24%20\(866-0003\).pdf](https://sp.ltc.gov.on.ca/sites/mol/drs/ca/Scientific%20and%20Technical%20Services/541-4717-24%20(866-0003).pdf).

“...22.02 Hybrid Work Transportation Subsidy

Recognizing the value of some in-office interaction among employees, and that choosing to not take one's vehicle to work is one of the most significant things that an individual can do to protect our environment, the Employer shall pay to permanent full-time employees and fixed term full-time employees who commute to and from work by public transit, cycling or walking, a hybrid work transportation subsidy as follows:

- a) Hybrid: All employees who work the hybrid model of two (2) days in the office per week, or more than two (2) days in the office per week, will be eligible to receive a \$ 125 monthly hybrid work transportation subsidy.
- b) Remote Semi-Hybrid: Employees who are authorized to work a Fully Remote or Semi-Hybrid (1 day in-office) arrangement will not be eligible for a hybrid work transportation subsidy. Where on occasion the employer requires employees to work in the office, the employee will be eligible to receive a hybrid work transportation subsidy of \$ 15 daily to a maximum of \$ 125 monthly.
- c) Essential Roles: If an employee is in an Essential Role that requires them to be four (4) or more days in the office per week, they will be eligible to receive a monthly hybrid work transportation subsidy equivalent to reimbursement of a monthly 3-zone transit pass with proof of purchase, or \$ 125, whichever is greater. Essential roles are determined by an Employee's immediate Supervisor or designate.
- d) Accommodations: Where the employer grants an exception to an employee's hybrid work model as a result of a medical accommodation that requires the employee to work fully remote, the employee will not be penalized. All medical accommodation requests shall be made in writing and must be supported by a physician's statement which will be reviewed by the Director of People & Culture or Designate.

Employees who qualify for a Subsidy must sign a Declaration of Eligibility Form stating their use of green transportation methods and must immediately notify Human Resources People & Culture | Payroll in the event of a change in arrangements. If driving to work (including carpool), the subsidy is ineligible (unless a car is needed for work) and the subsidy will be reduced by fifteen dollars (\$ 15.00) for each day an employee has driven to work. The benefit is added to the employee's pay and is subject to applicable statutory deductions.”

4. Extreme Weather, including heat stress, and working in disasters

Association of Allied Health Professionals, and Government of Newfoundland and Labrador. Treasury Board. Article 21 Adverse Weather Conditions, 2019- 2020.
https://www.exec.gov.nl.ca/exec/hrs/working_with_us/collective_agreements/AAHP_Expires_2020.pdf

“The following provisions shall apply to employees during adverse weather conditions necessitating a state of emergency declared by either the Employer or the appropriate provincial or municipal authority. (a) All employees are required to report for duty as scheduled. (b) When an employee through no fault of his/her own is unable to report for work because of a declared state of emergency, such employee shall suffer no loss of pay or other benefits, nor shall he/she be required to make up in any way for time lost due to not reporting for work.” (c) Notwithstanding the above, the Employer reserves the right to close down or reduce staffing levels in any department(s) in which event employees so affected will not be required to report for duty and shall be paid in accordance with the terms of Clause 21.01(b) above. (d) An employee who worked during the emergency will be paid at the rate of time and one half (1 1/2) for all hours worked.”

British Columbia Government and Service Employees’ Union, and Northern Savings Credit Union.

Collective Agreement. Article 20.5 Inclement Weather,” 2019- 2021.

<http://www.bcbargaining.ca/content/2832/Northern%20Savings%20Credit%20Union%20BCGEU%202019-2021.pdf>.

“The Employer may send any employee home due to inclement weather or power outage, the employees will be without loss of pay for the remainder of that day's scheduled shift. Employees may be required to come back to complete their scheduled shift.”

Newfoundland and Labrador Association of Public & Private Employees (NAPE), and GDI Services

(Canada) LP. Collective Agreement. Articles 11.04, 11.05 and 11.06 Adverse Weather Conditions, 2019-

2022. <https://docs.gov.nl.ca/lra/public/agreement/detail/?id=2721&>.

"When an employee, through no fault of his/her own, is unable to report for work because of a state of emergency, declared by either the Employer or the appropriate provincial or municipal authority, such employee may use accumulated vacation time to make up the time lost due to not reporting for work.

11.05 Employees may choose to use vacation pay, if available, if they are unable to report to work due to severe weather conditions.. 11.06 Employees shall not receive any disciplinary action from the Employer due to their inability to report to work because of severe weather conditions."

MoveUp (Canadian Office and Professional Employees). Local 378, and B.C. Hydro. Power Tech Labs

Inc. Memorandum of Understanding #79 Re Telework Project: Exceptional Circumstances, 2014- 2019.

<https://moveuptogether.ca/wp-content/uploads/2018/02/BCH-COPE-BCH-CA-2014-2019-FINAL-OCT-27-2016-1.pdf>. (3 pages, with excerpt below:)

"Telework may be beneficial on short notice and/or for short periods of time under exceptional circumstances. Exceptional Circumstances are those situations that are beyond the control of BC Hydro and / or circumstances that cannot be anticipated or predicted, including: • natural disasters, such as floods, earthquakes, hurricanes, tornadoes; • power outages; • pandemics; •

Government or Police declared emergency situations; • fires (forest and other) and Snowstorms. This MOU will apply when BC Hydro determines that an exceptional circumstance has or is likely to occur. Employee Relations will advise the Union when the MOU will apply. Should an exceptional circumstance exceed three weeks in duration, Union agreement will be required for the MOU to continue to apply, and will not be unreasonably denied. Should an exceptional circumstance occur that does not form part of the list above, Union agreement will be required prior to applying the MOU, and will not be unreasonably denied."

Canadian Union of Public Employees. (CUPE). Local 109, and Corporation of the City of Kingston, Ontario. Letter of Understanding Re: City of Kingston – Local Emergency, 2021 - 2023.
[https://sp.ltc.gov.on.ca/sites/mol/drs/ca/Public%20Administration/913-15688-23%20\(951-0287\).pdf](https://sp.ltc.gov.on.ca/sites/mol/drs/ca/Public%20Administration/913-15688-23%20(951-0287).pdf).

"WHEREAS CUPE Local 109 is committed to assisting in any local emergency; AND WHEREAS A local emergency is defined as a situation or an impending situation that constitutes a danger of major proportions that could result in serious harm to persons or substantial damage to property and that is caused by the forces of nature, a disease or other health risk, an accident or an act whether intentional or otherwise. Examples include but not limited to a disruption in water, electric or natural gas service, ice storm, or a potential terrorist threat where the public is asked to remain alert. This does not include staffing challenges or outbreaks at Rideaucrest Home.

THEREFORE be it resolved that:

1. The Employer will determine which employees are required to work in areas other than their regular job. Those employees identified will be asked to work in other areas, and if there are not adequate numbers, the Employer will require the most junior employee to work.
2. The Employer will arrange for adequate training, if required, and the order of call out, assignment of work, and hours of work may differ from the provision of this Agreement.
3. In recognition that daily hours may be different from periods of non-emergency, overtime as per Article 16.06 (d) shall apply for time worked beyond an employee's normal daily hours, (i.e. 7, 7.5, 8, etc.) The Employer will endeavor to use the overtime roster where it exists, but it is understood and agreed that there will be no guarantee of overtime on a rotating basis starting with the most senior employee on each overtime roster.
4. The Employer agrees that this Letter of Understanding in no way undermines CUPE Local 109's right to strike as outlined in the Ontario Labour Relations Act.
5. This Letter of Understanding shall be appended to and form part of the Collective Agreement."

Unifor. Local 1285, and Android Brampton LLC. Collective Agreement. Article 10.11 Heat Relief, 2021 - 2024.

<https://sp.ltc.gov.on.ca/sites/mol/drs/ca/Manufacturing%20Fabrication%20and%20Machinery/336-88785-24.pdf>.

"Increase the frequency and length of rest breaks on high humidity days. Humidex readings should be taken hourly from a central location in the plant and reported to operations by shift managers.

- Humidex Reading 36° Celsius – Plant Wide – 5 minutes for non-scheduled break hours.
- Humidex Reading 40° Celsius – Plant Wide – 10 minutes for non-scheduled break hours.

- Humidex Reading over 40° Celsius – Plant Wide – 15 minutes for non-scheduled break hours. 15 minutes to be confirmed by FCA, Plant Liaison and/or Local Union at FCA
- Readings taken from http://weather.gc.ca/trends_table/pages/yyz_metric_e.html”

Unifor. Local 88, and General Motors of Canada, CAMI Assembly. Letter of Understanding #41. Heat Stress Monitoring,” 2013 -2017.
<http://www.sdc.gov.on.ca/sites/mol/drs/ca/Manufacturing%20%20Fabrication%20and%20Machinery/336-84385-17.pdf#search=recycling>.

"CAMI recognizes that working in a very hot and humid environment can result in heat induced illness. To ensure that all team members at CAMI are protected against this condition, CAMI and the Union have negotiated a Hot Weather Plan to respond to the specific needs of the CAMI workforce.

The Health & Safety Representative alternates or additional Union representation will accompany management when heat stress readings are taken, except in instances of mutual agreement.

CAMI also agrees to train the Health & Safety Representatives and their alternates, as well as the Union Committee, in the use of heat stress monitoring equipment and the guidelines mentioned above."

5. Green procurement

Union of B.C. Performers (ACTRA), and Canadian Media Producers Association – BC Producers Branch. Collective Agreement. Master Animation Agreement. Article A1507 Beverages / Environmental Awareness, 2020- 2023.

https://www.bcbargaining.ca/content/3553/UBCP_ACTRA_BC%20Master%20Animation%20Agreement%202023.pdf.

"The Producer shall provide coffee, tea, bottled water, and other soft beverages and use best efforts to make them accessible to all Performers. Further, the Producer shall use best efforts to supply environmentally-compatible containers for all such beverages."

Unifor. Local 3000, and CCEC Credit Union. Vancouver B.C. Collective Agreement. Article 1.04 Services, Products Produced under Fair Labour Conditions, 2019-2022.

<http://www.bcbargaining.ca/content/2904/CCEC%202019%20-2022%20Final.pdf>.

"The Employer undertakes wherever possible, to use services, products, and other materials necessary to the proper functioning of its establishment, manufactured and produced under conditions that are environmentally sensitive and under fair labour conditions."

Canadian Union of Public Employees (CUPE). Local 4153, and Hamilton-Wentworth Board of Education. Letter of Understanding. Chemical Equipment Review Committee, pages 108-109, 2019 - 2022. <https://4153.wp5.cupe.ca/wp-content/uploads/sites/97/2021/01/CUPE-2019-2022-Collective-Agreement.pdf>.

“Re: Chemical/Equipment Review Committee

The parties agree to continue the Joint Chemical/Equipment Review Committee during the lifetime of the Collective Agreement. The Committee shall be composed of three (3) management representatives and three (3) C.U.P.E., Local 4153 representatives. The Union representatives shall be chosen by the Union. The mandate of the committee shall include but not be limited to:

- i) the development of guidelines governing the purchase of chemicals/equipment used in Board facilities;
- ii) identify alternatives to any potentially hazardous chemicals/equipment; including the promotion of environmentally friendly products in Board facilities resulting in an improved outdoor ecosystem to support student learning and a healthy workplace environment.
- iii) the Committee shall meet two (2) times a year, excluding the months July and August. Additional meetings can be scheduled upon the mutual agreement of the Board and Union.

Service Employees International Union. Local 26, and Minneapolis-St.Paul Contract Cleaners

Association. Master Contract Bargaining Agreement. Article 18.13 Ad Hoc Committee, 2016- 2019.

<http://www.seiu26.org/files/2016/04/Janitors-CBA-print-booklet.pdf>.

“ The Company and the union will establish an Ad Hoc committee. This committee shall consist of 3 voting representatives to be named by the Union and three to be named by the company.

a. Green chemicals & safe equipment: The committee will review the use of green chemicals. It is the responsibility of The Company to provide a safe and healthy work place for employees, and is committed to work practices and the use of materials that contribute to a healthy and sustainable ecological environment. The Union supports these goals and will cooperate with the Company’s efforts in this regard.

i) The Company shall provide all PPE (Personal Protection Equipment) as recommended by Material Safety Data Sheets(MSDS). Employees shall use MSDS-compliant gloves, face masks and/or goggles (provided by the Employer) when required by the assigned work task. In addition, the Employer shall provide training to employees on the use, mixing and storage of cleaning chemicals. No employee shall be required to perform any work under dangerous conditions, and a failure to perform work under such circumstances, shall not be considered a cause for discharge or discipline.

iii) The Employer shall make every effort to use only green, sustainable cleaning products where possible.....

6. Recycling and Conservation

British Columbia Government and Service Employees Union, and B.C. Public Service Agency for the Government of B.C.. Master Agreement. Article 29.4.c, Responsibilities of Joint Committee. 2012-2014;.

http://www.bcbargaining.ca/content/773/BC%20Public%20Service%20Agency_BCGEU16th_Master_Agr_Mar_2014.pdf. and 2019-2022

<https://agreements.bcgeu.ca/pdfs/PostedFiles/Posted%202019/PS18v3.pdf>

"The Committee shall also have the power to make recommendations to the Union and the Employer on the following general matters..(4) reviewing ways in which the Employer can

reduce workplace consumption of non-renewable and renewable resources, increase the amount of material that is reused in the workplace and implement recycling programs."

International Brotherhood of Teamsters. Local 230, and Lafarge Canada. Bearbrook Quarry and Stone Crushing Plant , Ottawa. Article 16.4. 2020-2024.

[https://sp.ltc.gov.on.ca/sites/mol/drs/ca/Agriculture%20and%20Natural%20Resources/212-1295-24%20\(083-0012\).pdf](https://sp.ltc.gov.on.ca/sites/mol/drs/ca/Agriculture%20and%20Natural%20Resources/212-1295-24%20(083-0012).pdf).

"The Union recognizes the need for conservation and the elimination of waste and agrees to co-operate with the Employer in suggesting and practising methods in the interests of conservation and waste elimination."

Unifor. Local 2002, and Greater Toronto Airports Authority. Collective Agreement. Appendix I. Skilled Trades Committee, 2013-2016. http://www.unifor2002.org/resources/1/CA/GTAA_ca_2013-2016_en_final.pdf.

"Through the discussions generated in these meetings, the parties will endeavour to alleviate the Skilled Trades employee's issues which are a concern, and engage the Skilled Trades employees to put forward ideas and suggestions to improve the operations, productivity, quality, energy conservation and environmental improvements."

United Steelworkers. Local 1998, and University of Toronto. Letter of Intent: Sustainability Committee, 2017-2020. <http://dlrssywz8ozqw.cloudfront.net/wp-content/uploads/sites/36/2018/07/USW-SA-CA-2017-2020.pdf>. (Note: the same Letters of Intent were negotiated by CUPE 3261 with the U of T, for 2017 – 2020 as at <http://dlrssywz8ozqw.cloudfront.net/wp-content/uploads/sites/36/2018/06/CUPE3261-FTPT-CA-2017-2020.pdf>)

"The University and the Union recognize the importance of protecting the environment and promoting environmentally sustainable practices in the workplace. To that end, during the life of this Collective Agreement, the parties agree to meet and discuss establishing a sustainability committee with the aim of exploring initiatives and practical measures that address issues related to sustainability, climate change, the University's carbon footprint, and minimizing the unnecessary consumption of resources."

Model agreement:

Unison (U.K.) and Stockport City Council, U.K., (2014), Joint Environment and Climate Change Agreement. At <https://assets.ctfassets.net/ii3xdrqc6nfw/1Lz5D2YWc8KuiqQc86ss4a/081427eefbb8e11346dc3ec2724919ba/JECCA.pdf>.

"Stockport Council and Stockport LG UNISON will encourage managers, staff and union environmental representatives (UERS) to share responsibility for 'greening' the workplace. As part of this ongoing work and commitment, the parties will work together through constructive dialogue on how to achieve these goals. The parties accept that the necessary changes will not happen all at once but the Council and Stockport LG UNISON commit to working together on a programme of continuous improvement, backed by regular monitoring of environmental

impacts and issues, particularly carbon impacts." The parties agree to cooperate to achieve their aims, including: "Environmental impacts: Considering the environmental impacts of all the organisation's internal and external operational policies, to identify areas where action is needed to minimise environmental impact, in particular: addressing the issues of •seeking convergence between any high-emission Council activities and Stockport UNISON's objective of seeking a just and equitable transition to a low-carbon economy, paying due regard to social and environmental needs. •energy conservation, waste management, and the prevention of pollution. •measuring the total 'carbon footprint' and seeking to reduce wastage, with time-bound targets for continual emissions reductions. •ensuring that those purchasing equipment, heating, lighting, waste systems and other materials take full account of environmental impacts and particularly energy use and support the introduction of environmentally friendly technology. •ensuring that those using equipment and systems seek to do so in a way that reduces excessive consumption of energy and materials and promotes re-use and recycling wherever possible."

7. Right to refuse work

CAW Canada. Local 114 and Williams Moving and Storage Ltd., Cranbrook, B.C. Collective Agreement. Article 13.05 WorkPlace Hazards and 13.06 Right to Refusal of Unsafe or Unhealthy Work, 2011 - 2014 <http://negotech.labour.gc.ca/eng/agreements/14/1426703a.pdf>.

13.05 Work Place Hazards:

“(a)The Company agrees that all members of the Committee shall have the right to investigate safety hazards at the workplace at any time. Safety hazards include any procedure, part of a workplace, or place external to the workplace which has been or potentially could be affected by the workplace, a substance transported from the workplace, or a substance released from the workplace or any equipment, machine, device, article or thing which may harm a person or the environment.

(b) If a Committee member determines that a safety hazard exists the Committee member may direct the Company to stop the work or to stop the use of any part of a workplace or of any equipment, machine, device, article or thing.

(c) In the event of a disagreement between the co-chairpersons of the Committee that an unsafe condition exists, it is agreed that the Committee will seek the professional opinion of a third party to either determine that no safety hazard exists or offer a solution to resolve the safety hazard.

(d) If the Company receives a direction under (c), the Company shall immediately comply with the direction and shall ensure that compliance is effected in a way that does not endanger a person or the environment.

13.06 Right to Refusal of Unsafe or Unhealthy Work

(a) The Company shall ensure that all employees are informed that they have the right to refuse hazardous work which may harm them, any person or the environment.

(b) If a worker exercises his or her right to refuse he or she shall notify the supervisor and a Union member of the Health, Safety and Environment Committee. He or she shall stand by in a safe place and participate fully in the investigation of the hazard.

(c) At every stage the Company shall ensure that no other worker is asked or permitted to perform the work of the worker who refused.....

(f) No employee, with just cause, shall be discharged, penalized, coerced, intimidated or disciplined for refusing to work on a job or in any workplace or to operate any equipment where he/she believes that it would be unsafe or unhealthy to himself/herself, a fetus, a workmate or the public, the environment or where it would be contrary to the applicable federal, provincial, or municipal health and safety or environmental laws, regulations or codes of practice.

(g) For the employee who refuses work, with just cause, under (G) 13.06 and all employees affected by the refusal, and any direction under (G) 13.05 there shall be no loss of pay, seniority or benefits during the period of refusal."

International Association of Machinists and Aerospace Workers. Lodge 1922, and Ecojustice Canada. Collective Agreement. Article 20.03, Work Practices and Environment Concerns, 2021 -2024.
[https://sp.ltc.gov.on.ca/sites/mol/drs/ca/Scientific%20and%20Technical%20Services/541-4717-24%20\(866-0003\).pdf](https://sp.ltc.gov.on.ca/sites/mol/drs/ca/Scientific%20and%20Technical%20Services/541-4717-24%20(866-0003).pdf).

"Employees who have concerns that the work they are performing is significantly detrimental to the environment shall notify the Employer, the Union or any member of the joint Occupational Health, Safety and Environment Committee so that the matter maybe appropriately addressed in a timely fashion.

No employee shall be disciplined for refusing work which they have reasonable cause to believe is unsafe, and where the employee acts in compliance with Occupational Health & Safety Regulations. The Employer shall follow applicable right to refuse guidelines set out by Health & Safety legislation in the event of a work refusal."

Unifor. Local 27, and Cooper Standard Automotive Fluid Systems Division. Glencoe Plant. Collective Agreement. Article 30 Safety and Health, 2021-2024.
<https://negotech.labour.gc.ca/eng/agreements/11/1104409a.pdf>.

Safety and Health: 30.01 "The Company shall institute and maintain all necessary precautions to guarantee every worker a safe and healthy workplace and to protect the environment. The Company shall comply in a timely manner with the Occupational Health and Safety Act, its regulations, codes of practice, and all relevant environmental laws, regulations, and codes of practice in effect on November 13th, 1995. All standards established under these laws shall constitute minimum acceptable practice to be improved upon as recommended by the Joint Health and Safety Committee.

30.06e) "No employee shall be discharged, penalized or disciplined for refusing to work on a job or in any workplace or to operate any equipment where he/she believes that it would be unsafe or unhealthy to himself/herself, a fetus, a workmate or the public, the environment or where it would be contrary to the applicable federal, provincial or municipal health and safety or environmental laws, regulations or codes of practice. There will be no loss of pay, seniority or benefits during the period of refusals."

8. Whistleblower protection

Canadian Union of Public Employees. Local 3261, and University of Toronto. Article 10.07 Health and Safety, 2017- 2020. <https://negotech.labour.gc.ca/eng/agreements/10/1043908a.pdf>.

"The University is responsible for notifying the appropriate authorities in accordance with the appropriate federal, provincial and municipal environment legislation if there is a release of a hazardous substance to the air, earth or water system. Employees first have a duty to report such releases to the Immediate supervisor or designate in accordance with the Occupational Health and Safety Act. In response, the supervisor has a responsibility to ensure the appropriate investigation delay, in conjunction with the Joint Health and Safety Committee. No employee shall be discharged, penalized or disciplined in the event of good faith reporting to the appropriate regulatory authority of a release of a hazardous substance. "

Communications Energy and Paperworkers Union (CEP). Local 1119, and Howe Sound Pulp and Paper. "Collective Agreement. Letter of Understanding #6 Legal Representation," 2012 - 2017. <http://www.bcbargaining.ca/content/804/Howe%20Sound%20and%20CEP%201119.pdf>.

"The Company agrees to provide independent legal counsel for any union member when an event or series of events occur during the normal execution of the employee's duties that results in an investigation by government or other legal agencies that could compromise the rights of the union member. The following circumstances would be covered under this letter:

1. Investigations involving WorkSafeBC or other regulatory agencies.
2. Environmental Investigations involving government agencies or legal bodies.
3. Any other investigation or review that meets the above criteria."

MoveUp (Canadian Office & Professional Employees Union). Local 378, and EcoJustice Canada. Vancouver Office. Collective Agreement. Article 19.04 Work Practices and Environmental Concerns, 2018-2021. https://moveuptogether.ca/wp-content/uploads/2019/05/19-ECO-BARG-1DEC2018-30NOV2021-Collective_Agreement-FINAL.pdf.

"Employees who have concerns that the work they are performing is significantly detrimental to the environment shall notify the Employer, the Union, or any member of the joint Occupational Safety Health and Environment Committee, so the matter may be appropriately addressed in a timely fashion."

Professional Employees Association, and B.C. Public Service Agency. 15th Master and Subsidiary Agreement. Article 36.12: Disclosure of Information, 2015-2019. http://www.bcbargaining.ca/content/1348/pea_master_and_subsidary_agreements_15.pdf.

"The Employer and the Union recognize that it is in the public interest for employees to be able to disclose information regarding breaches of a statute, danger to public health and safety or a significant danger to the environment. No employee shall be disciplined for bringing forth in good faith an allegation of wrongdoing in accordance with the following procedure:
(a)An employee shall direct such concern or allegation to the employee's immediate supervisor.

(b)If the employee feels that the allegation has not been adequately addressed at this level or if the allegation relates directly to the immediate supervisor, the employee may refer the matter in writing to the next level of excluded management not directly involved in the matter."

9. Workforce adjustment

Communications Energy and Paperworkers Union. Local 592., and Catalyst Paper Corp. (Port Alberni Division). Letter of Understanding. Commitment to Long Term Success of Pulp and Paper Industry in British Columbia, page 102, 2012- 2017.

<http://www.bcbargaining.ca/content/682/CatalystAlberni2017CEP592.pdf>.

"the Company is prepared to work jointly with the Communications and Paperworkers Union of Canada (CEP) to secure the following...Work jointly with CEP, its officers, agents and contacts, to seek funding for the advancement of the above stated purposes including alternate fuels etc., otherwise referred to as "Green Initiatives", from Federal and Provincial ministries and their agencies etc."

United Steelworkers. Local 1-2017, and Babine Forest Products. Letter of Understanding: Task Force, 2018-2023. https://www.bcbargaining.ca/content/3249/HamptonBabine_2018-2023CollectiveAgreement_SIGNED.pdf.

"Weldwood of Canada Limited and IWA-CANADA have agreed to a Task Force, comprised of three (3) representatives from management and three (3) representatives of the Union, with co-Chairman from each party. The Task Force will examine the changes and trends in the Forest Industry.

The terms of reference for the Task Force will be as follows, but may include other matters the parties wish to explore.

1. To examine the change(s) taking place within the Industry and the impact on Union/Management relations.
2. To identify any procedure, policy, agreement, work schedules, method, working environment, people utilization, and Company practice which contributes to efficient, safe production performance while expanding the current workforce.
3. To identify what changes are appropriate to improve the overall Industry's ability to harvest and manufacture the timber in a safe, economical manner.
4. To identify opportunities for employees to learn new skills and to train Company employees to operate the equipment and perform the other jobs associated with the evolving jobs within the B.C. Forest Industry.
5. The Task Force will submit reports with recommendations to the Union and Management Negotiating Committee on a regular basis on measures that will address the changes needed within the Forest Industry.
6. This Letter will expire on June 30, 2000, unless specifically renewed by both parties."

International Brotherhood of Electrical Workers. Local 1245, and Pacific Gas and Electric Company, California. Letter of Agreement. Closure of Diablo Canyon Nuclear Power Plant, 2016.

<https://ibew1245.com/files/PGE-docs/LA-16-22-R1-PGE.pdf>.

A 4-page Letter of Agreement outlines provisions for a Base Retention Plan running from 2016 to 2023. Establishes a Joint Oversight Flexibility Committee with equal union and management representation to deal with unforeseen or implementation issues - e.g. scheduling, job assignment, and wage security. Outlines provisions for job search and relocation reimbursement.

Model agreement: "Model Contract Language: Article 35: Just Transition," in Peter Corbyn and Thomas Mann. (2008) *Cool Comforts: Bargaining for our Survival. A Union Activist's Handbook on Global Warming*. New Brunswick of Public and Private Employees. Page 77.

http://www.labor4sustainability.org/joinus/cool_comforts_1.pdf.

35.01 "Just Transition means the response to the impact on workers caused by the Employer's compliance with greening the workplace where long term planning to reorganize or retrofit production to be sustainable by ensuring energy efficiency.

35.02 When the Employer is considering the introduction of change which substantially changes the duties performed by employees in the Bargaining Unit the Employer agrees to notify the employees and the Union at least four (4) months in advance of such intention.

35.03 If, as a result of a change in energy use, the Employer requires an employee to undertake additional training, the training will be provided to the employee. Such training shall be given during the hours of work whenever possible. Any training due to energy use change shall be at the Employer's expense without loss of pay to the employee.

35.04 If, after a reasonable period of training, the employee is unable or unwilling to acquire sufficient competence, the Employer shall make every effort to give preference to this affected employee for a position in that institution for which he/she has the necessary competence and qualifications. Should the energy use change result in lay off of an employee, the affected employee shall be laid off in accordance with the lay off provisions of this Agreement."

Further Handbooks and Readings re Green Bargaining:

Corbynn, P., & Tom Mann. (2008) *Cool Comforts: Bargaining for our Survival: A Union Activist's Handbook on Global warming*. http://www.labor4sustainability.org/joinus/cool_comforts_1.pdf

Canadian Union of Public Employees. (2008) *Green Bargaining for CUPE Locals* at <https://digital.library.yorku.ca/yul-1156040/green-bargaining-cupe-locals>

Canadian Union of Public Employees. *Healthy, Clean & GREEN: A workers' action guide to a greener workplace*. (2012) at <https://digital.library.yorku.ca/yul-1156027/healthy-clean-and-green-workers-action-guide-greener-workplace>

Canadian Union of Public Employees . (2012) *You can help your Workplace Go Green: How to form a workplace environment committee*. at <https://digital.library.yorku.ca/yul-1156017/you-can-help-your-workplace-go-green-how-form-workplace-environment-committee>

Canadian Union of Public Employees (2016). *How to form a Workplace Environment Committee* at <https://digital.library.yorku.ca/yul-1156026/how-form-workplace-environment-committee>

Trades Union Congress (U.K.) (2010) .*Greener Deals: Negotiating on Environmental Issues at Work* (TUC) https://www.tuc.org.uk/sites/default/files/extras/greener_deals.pdf

Trades Union Congress (U.K.). (2008) . *Go Green at Work A handbook for union green representatives* <https://www.tuc.org.uk/sites/default/files/extras/gogreenatwork.pdf>

Wales Trades Union Congress. (2021) *Greener workplaces for a just transition: A Wales TUC Toolkit for Trade Unionists*. at https://www.tuc.org.uk/sites/default/files/2021-02/Greener%20Workplaces%20-%20English%20Version_0.pdf

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