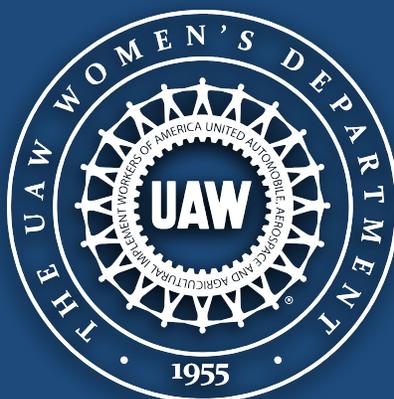




Working Families Bargaining Toolkit

Sample Contract Language that Centers Women and
Working families in Today's Workplace



A Toolkit for Union Members and Bargainers

uaw.org/women

Introduction

TABLE OF CONTENTS

1. Introduction (pg 01)
2. Pregnancy, Childbirth Accommodations (pg 2)
3. Lactation Rooms (pg 4)
4. Paid Parental Leave (pg 9)
5. Child Care Support (pg 11)
6. Reproductive Health and Privacy (pg 13)
7. Miscarriage and Pregnancy Loss Support (pg 16)
8. Sick Leave Expansion (pg 17)
9. Gender Based Violence & Harassment (pg 18)
10. Menopausal Leave and Support (pg 23)
11. Caregiver Leave and Support (pg 25)
12. Bargaining Tips and Strategies (pg 27)
13. Implementation and Administration (pg 28)
14. Resources and Citations (pg 29)
15. Appendix A (pg 30)
16. Appendix B (pg 31)
17. Appendix C (pg 32)
18. About Us (pg 33)

HOW TO USE THIS TOOLKIT

This toolkit provides model language for collective bargaining agreements (CBAs) that support working families. The language is designed to comply with federal law while going beyond minimum requirements to increase member retention and to create truly family-friendly workplaces. All provisions should be adapted to your specific workplace context and legal requirements.

KEY FEDERAL LAWS COVERED

- Pregnant Workers Fairness Act (PWFA)
- Family and Medical Leave Act (FMLA)
- Americans with Disabilities Act (ADA)
- Title VII of the Civil Rights Act
- State and local family leave laws



Pregnancy and Childbirth Accommodations

ARTICLE XX-ACCOMMODATION OF PREGNANCY, CHILDBIRTH, AND RELATED MEDICAL CONDITIONS

Section 1. Policy Statement The Employer and the Union are committed to providing reasonable accommodation to employees for pregnancy, childbirth, and related medical conditions, including lactation, infertility, use of contraception, miscarriage, pregnancy loss, abortion, and postpartum mental health. The Employer and the Union recognize that providing temporary pregnancy and postpartum accommodation typically requires flexibility and individualized, time-limited exceptions to the standard terms of this CBA.

Section 2. Scope of Conditions An employee's physical or mental condition does not have to be severe, disabling, ongoing, or long-lasting to warrant accommodation.

Employees may request accommodation for: a) Common pregnancy symptoms (fatigue, increased thirst, episodic nausea, morning sickness) b) Pregnancy conditions (high-risk pregnancy, gestational diabetes, preeclampsia) c) Postpartum conditions (breastfeeding, postpartum depression, recovery from childbirth) d) Preventive care (restricting lifting, water breaks, avoiding chemical exposure) e) Comfort needs (flexible seating/standing, modified uniforms, avoiding lengthy commutes)

Section 3. Request Process a) An employee may make a request for reasonable accommodation on their own or through the Union by providing a completed Reasonable Accommodation Request Form to Human Resources. b) In accordance with federal law (Pregnant Workers Fairness Act), the Employer shall provide accommodation for pregnancy, childbirth, and related medical conditions, no matter how the Employer becomes aware of the employee's need for accommodation, including through direct supervisor communication. c) An employee requesting accommodation must cooperate with the Employer in any discussion necessary to identify a reasonable accommodation. The employee may have a union representative present during this discussion

Section 4. Employer Response Requirements a) The Employer shall respond to all accommodation requests within five (5) business days and will provide the requested accommodation without unnecessary delay. b) In the event a final accommodation cannot be provided immediately, the Employer shall provide a short-term, interim accommodation to address the pregnant employee's immediate health needs. c) The Employer has the authority to decide which reasonable accommodation to provide when multiple options exist, provided the accommodation is equally effective and provides the same level of employment opportunity.

Pregnancy and Childbirth Accommodations

Section 5. Medical Documentation Limitations: The Employer shall not seek medical certification for reasonable accommodation in the following circumstances: (a) when the employee states they are pregnant and needs to sit or stand as needed, to carry or keep water and/or food nearby and to eat and drink as needed, to take additional breaks for bathroom, eating, drinking, or resting, or to take time off or modify schedule for up to 20 prenatal healthcare appointments; (b) accommodation related to pumping breast milk or nursing during work hours; (c) when the need for accommodation is obvious (e.g., modified uniform for growing torso); or (d) when the employer already has sufficient information about the need.

Section 6. Restrictions on Employer Actions a) The Employer cannot require an employee who has requested reasonable accommodation to take a leave of absence that the employee did not request, unless no other accommodation is available. b) The Employer cannot reassign an employee to a light-duty position that the employee did not request, if other reasonable accommodation would allow continuation in their normal position. c) No employee shall be required to accept an accommodation they did not request and do not want.

Section 7. Undue Hardship Standard The Employer may deny reasonable accommodation only if it would impose an undue hardship, defined as a highly significant difficulty or expense. Opposition or discomfort expressed by coworkers is not a valid undue hardship. If the Employer denies accommodation on undue hardship grounds, it must inform the Union in writing within two (2) business days.

Section 8. Confidentiality a) The Employer and Union shall keep all medical documentation and health information concerning accommodation requests private and confidential. b) Medical information shall be stored separately from the employee's personnel file. c) Only Human Resources and necessary supervisors shall have access to accommodation information on a need-to-know basis.

Section 9. Non-Retaliation The Employer shall not penalize, discriminate, or take other negative action against an employee because they have requested or used reasonable accommodation for pregnancy, childbirth, or related medical conditions.



Lactation Rooms

Article XX-Lactation Support and Accommodation

Section 1. Policy Statement

The Employer recognizes the importance of supporting nursing mothers in the workplace and is committed to providing appropriate facilities and break time for employees who are lactating. The Employer shall comply with all applicable federal, state, and local laws regarding lactation accommodation and shall provide accommodations that exceed minimum legal requirements where feasible.

Section 2. Lactation Room Requirements

A. Private Space Designation

1. The Employer shall provide a private space for lactation that is not a bathroom or restroom facility.
2. The space shall be a clean, enclosed room with a door that locks or can be otherwise secured to ensure complete privacy.
3. The room shall be reserved exclusively for lactation purposes during designated use times and shall not be used for storage or other purposes when needed by nursing employees.

B. Location and Accessibility

Lactation rooms shall be located in accessible areas near employee work areas to minimize travel time and disruption to work duties.

1. The room shall be located near restroom facilities to allow nursing mothers convenient access to hand washing and other facilities.
2. Where multiple work areas exist, the Employer shall provide lactation rooms in reasonable proximity to each major work area or shall designate mobile/flexible lactation spaces as needed.

C. Required Equipment and Amenities **The Employer shall ensure each lactation room contains the following minimum equipment:**

1. Comfortable Seating: An ergonomically designed or cushioned chair suitable for nursing mothers
2. Work Surface: A flat surface such as a table or counter for placing breast pumps, supplies, and personal items
3. Electrical Access: At least one accessible electrical outlet to accommodate electric breast pumps
4. Lighting: Adequate lighting for safe and comfortable use
5. Ventilation: Proper ventilation to maintain air quality and comfort

Lactation Rooms

D. Cleanliness and Maintenance Standards

1. Lactation rooms shall be maintained in a clean and sanitary condition at all times.
2. The Employer shall establish a regular cleaning schedule with daily cleaning and disinfection of all surfaces.
3. Hand sanitizer shall be provided in each lactation room.
4. The Employer shall promptly address any maintenance issues or cleanliness concerns reported by employees.

Section 3. Break Time and Scheduling

A. Break Time Entitlement

1. Nursing employees shall be provided with reasonable break time to express breast milk as needed, typically every 2-3 hours during the work day.
2. Break time shall be provided for up to one (1) year after the child's birth, or longer if medically necessary.
3. Breaks for lactation shall be paid time when they occur during regular paid break periods. Additional time needed beyond regular breaks may be unpaid, unless otherwise specified in this agreement or required by law.

B. Scheduling Flexibility

1. Employees shall provide reasonable advance notice of their need for lactation breaks and shall work with their supervisor to establish a mutually agreeable schedule.
2. The Employer shall make reasonable efforts to accommodate flexible scheduling requests related to lactation needs.
3. Emergency lactation needs shall be accommodated immediately when possible

Section 4. Milk Storage and Refrigeration

A. Refrigeration Access

1. The Employer shall provide access to refrigeration facilities for the temporary storage of expressed breast milk.
2. Refrigeration may be provided within the lactation room, in nearby break rooms, or in designated areas clearly marked for milk storage.
3. If shared refrigeration is used, the Employer shall provide a secure method for employees to label and protect their stored milk.

Lactation Rooms

B. Storage Guidelines

1. The Employer shall establish clear guidelines for milk storage, including labeling requirements and time limits.
2. Storage areas shall be maintained at appropriate temperatures and cleaned regularly.

Section 5. Communication and Signage

A. Room Identification

1. All lactation rooms shall have clear, professional signage indicating their purpose.
2. Signage shall include basic information about room reservation procedures if applicable.
3. Directional signage shall be provided to help employees locate lactation facilities.

B. Policy Communication

1. The Employer shall communicate lactation support policies to all employees through employee handbooks, orientation materials, and regular communications.
2. Information shall include details about break time rights, room locations, reservation procedures, and contact information for questions or concerns.
3. Supervisors and managers shall receive training on lactation accommodation requirements and procedures.

Section 6. Privacy and Confidentiality

A. Privacy Protection

1. All information regarding an employee's lactation needs and accommodation requests shall be kept confidential.
2. Information shall be disclosed only to those with a legitimate business need to know.
3. The Employer shall take all reasonable steps to protect employee privacy during lactation breaks.

B. Reservation System

1. If a reservation system is used for lactation rooms, it shall protect employee privacy and not require disclosure of personal information.
2. Reservation procedures shall be simple and accessible to all eligible employees.

Lactation Rooms

Section 7. Anti-Retaliation and Non-Discrimination

A. Protected Activity

1. No employee shall be discriminated against, harassed, or retaliated against for requesting or using lactation accommodations.
2. Requests for lactation accommodation and the use of lactation facilities shall not negatively impact performance evaluations, work assignments, or advancement opportunities.

B. Complaint Process

1. Employees who believe they have experienced discrimination or retaliation related to lactation accommodation may file a grievance under the procedures outlined in this collective bargaining agreement.
2. The Employer shall investigate all complaints promptly and take appropriate corrective action when violations are found.

Section 8. Implementation and Compliance

A. Timeline for Implementation

1. Existing facilities shall be brought into compliance with these standards within ninety (90) days of the effective date of this agreement.
2. New facilities or major renovations shall include appropriate lactation accommodation from the design phase.

B. Facility Assessment

1. The Employer shall conduct regular assessments of lactation facilities to ensure compliance with these standards.
2. A joint Labor-Management committee may be established to review lactation accommodations and recommend improvements.

C. Multiple Locations

For employers with multiple work locations, each location with nursing employees shall provide appropriate lactation facilities or shall make arrangements for nearby access.

Standards shall be consistent across all locations.



Lactation Rooms

Section 9. Accommodation Process

A. Request Procedure

1. Employees may request lactation accommodations by notifying their supervisor or Human Resources department.
2. Requests may be made verbally or in writing and should include the anticipated duration of need.
3. The Employer shall respond to accommodation requests within five (5) business days.

B. Interactive Process

1. The Employer shall engage in an interactive process with employees to determine appropriate accommodations.
2. If the requested accommodation cannot be provided, the Employer shall work with the employee to identify alternative solutions.

Section 10. Additional Considerations

A. Travel and Remote Work

1. Employees who travel for work or work remotely shall receive information about lactation accommodation options.
2. The Employer shall make reasonable efforts to identify lactation facilities at travel destinations when possible.

B. Shift Work Considerations

1. Lactation facilities and break time shall be available for employees on all shifts.
2. The Employer shall ensure that appropriate supervisory coverage is available to accommodate lactation breaks on all shifts.

Section 11. Enforcement and Remedies

A. Grievance Process Any disputes arising from the interpretation or application of this Article shall be subject to the grievance and arbitration procedures outlined in this collective bargaining agreement.

B. Compliance Monitoring The Union may request information about lactation facility compliance and usage, provided that individual employee privacy is protected.

Paid Parental Leave

ARTICLE XX-PAID PARENTAL LEAVE

Section 1. Eligibility and Coverage All bargaining unit employees shall be entitled to paid parental leave following the birth, adoption, foster placement, or legal guardianship of a child. Parental leave shall be available to all parents, regardless of gender, marital status, or primary caregiving role. This benefit is available to: a) Birthing parents, b) Non-birthing parents, c) Adoptive parents, d) Foster parents, e) Legal guardians, f) Part-time and full-time employees.

Section 2. Duration and Timing a) Employees shall receive up to sixteen (16) weeks of fully paid parental leave. b) Leave must be used within the first twelve (12) months following birth, adoption, or placement. c) Leave may be taken consecutively or intermittently, as needed. d) Employees are not required to exhaust accrued PTO, vacation, or sick leave before accessing parental leave.

Section 3. Compensation a) Parental leave shall be paid at one hundred percent (100%) of the employee's regular salary or hourly rate. b) Overtime-eligible employees' pay shall be calculated based on their average weekly earnings over the thirteen (13) weeks prior to leave. c) Benefits including health insurance, retirement contributions, and other

Employer-provided notice benefits shall continue during parental leave.

Section 4. Job Protection and Seniority a) Employees utilizing parental leave shall return to their same position or an equivalent role with: a) the same pay, benefits, and terms of employment. b) Seniority shall continue to accrue during parental leave. c) Use of paid parental leave shall not negatively impact performance evaluations, promotions, or future leave eligibility. d) Employees shall retain all previously accrued benefits upon return from leave.

Section 5. Notice Requirements a) Employees shall provide thirty (30) days' advance notice when the need for leave is foreseeable. b) When leave is not foreseeable, employees shall provide notice as soon as practicable. c) Notice may be provided orally or in writing to the employee's supervisor or Human Resources.

Section 6. Flexible Return Options a) The Employer shall provide flexible return-to-work options, including:

- Modified work schedules
- Remote work opportunities where feasible
- Gradual reintegration over a period not to exceed four (4) weeks
- Temporary reduction in job responsibilities

b) Employees may request these accommodations up to thirty (30) days before their scheduled return date.

Paid Parental Leave

Section 7. Extended Coverage Paid parental leave shall extend to cover: a) Postpartum recovery and bonding b) Medical needs of the parent or child c) Childbirth complications requiring additional recovery time,) Care related to premature birth or medical complications, e) Postpartum mental health needs, f) Pediatric appointments and postpartum care visits.

Section 8. Coordination with Other Leave a) Parental leave runs concurrently with Family and Medical Leave Act (FMLA) leave where applicable. b) Employees may use additional unpaid leave under existing family leave policies after exhausting paid parental leave. c) Parental leave is separate from and in addition to disability leave for pregnancy and childbirth.

Section 9. Non-Retaliation No employee shall face discrimination, penalties, or retaliation for requesting or using paid parental leave. Any denials of leave requests must be communicated in writing to both the employee and the Union within two (2) business days.

Alternative Shorter Version:

ARTICLE XX- PAID PARENTAL LEAVE

Section 1. Benefit All employees shall receive twelve (12) weeks of fully paid parental leave following the birth, adoption, or foster placement of a child, to be used within the first year after the qualifying event.

Section 2. Eligibility This benefit is available to all parents regardless of gender, marital status, or caregiving role, including part-time employees.

Section 3. Pay and Benefits Leave shall be paid at 100% of regular salary with continuation of all benefits including health insurance and retirement contributions.

Section 4. Job Protection Employees shall return to the same or equivalent position with no loss of seniority, benefits, or advancement opportunities.



Child Care Support

ARTICLE XX-CHILD CARE ASSISTANCE FUND

Section 1. Fund Establishment The Employer will annually maintain a child care assistance fund of \$50,000 to support employee child care needs. The fund will replenish annually and be distributed as subsidies to employees with children aged twelve (12) and under, according to a formula developed jointly by the Union and Employer.

Section 2. Distribution Formula child care subsidies will be distributed based on: a) Employee income level (sliding scale), b) Number of children requiring care, c) Type of care needed (full-time, part-time, emergency). d) First-come, first-served basis within income categories.

Section 3. Income-Based Sliding Scale Annual household income determination:

- Under \$40,000: 80% subsidy of child care costs
- \$40,000-\$60,000: 60% subsidy
- \$60,001-\$80,000: 40% subsidy
- \$80,001-\$100,000: 20% subsidy
- Over\$100,000: 10%subsidy



Child Care Support

ARTICLE XX-ON-SITE CHILD CARE CENTER

Section 1. Employer-Provided Center The Employer shall provide an on-site child care center at no cost to bargaining unit members' children, ages six (6) weeks through forty eight (48) months, contingent on acquiring required state licensing. The center shall accommodate at least [number] children of bargaining unit members on a priority basis.

Section 2. Operating Standards a) The center shall be designed to accommodate extended hours and flexible enrollment to match employee work schedules. b) The center shall maintain all required state licensing and safety certifications. c) Staff shall be qualified early childhood educators with competitive compensation and benefits.

Section 3. Contracted Services Alternative When contracting for child care services, the Employer shall: a) Contract with licensed state child care providers, b) Provide the Union joint participation in the RFP process and vendor selection, and c) Ensure contracted providers pay living wages and provide health benefits to their employees. d) Operate on a non-profit basis.

Section 4. Fee Structure for Contracted Services For contracted on-site child care, enrollment fees will be based on employee income:

First child rates:

- Less than \$50,000 annual income: 70% discount from full rate
- \$50,000-\$60,000: 60% discount
- \$60,001-\$70,000: 50% discount
- \$70,001-\$80,000: 40% discount
- \$80,001-\$90,000: 30% discount
- \$90,001-\$100,000: 20% discount
- Over \$100,000: Full rate

Additional children: 50% of the full rate for their age group

Section 5. Priority and Waiting List a) Bargaining unit members receive priority enrollment. b) Waiting lists shall be maintained in order of application. c) Emergency care slots shall be reserved for urgent situations.

Reproductive Health and Privacy

ARTICLE XX-REPRODUCTIVE HEALTH BENEFITS

Section 1. Insurance Coverage All health plans offered to bargaining unit members shall cover comprehensive sexual and reproductive health care services, including but not limited to: a) Contraceptives (all FDA-approved methods), b) Fertility assistance and treatments, c) Procedural and medication abortion, d) Prenatal, delivery, and postpartum care, e) Miscarriage and pregnancy loss care, f) Reproductive health screenings and preventive care, g) Comprehensive gender-affirming care, h) Mental health services related to reproductive health.

Section 2. WPATH Standards The Employer shall adopt the World Professional Association for Transgender Health (WPATH) standards in health care coverage. When WPATH updates their recommendations, the Employer will endeavor to comply with such changes within ninety (90) days. During open enrollment, the Employer shall provide detailed coverage information to demonstrate WPATH compliance.

Section 3. Travel Support Health Reimbursement Arrangement To the extent permitted by law and subject to IRS tax-free limits, the Employer shall create and fund a Health Reimbursement Arrangement (HRA) for employees to access reproductive health services not available within a 100-mile radius of their home due to legal restrictions.

HRA Details: a) Maximum coverage: \$5,000 per year per employee, including eligible family members.

b) Eligible expenses:

- Round-trip transportation (air, bus, train, or mileage at IRS rates)
- Lodging for employee and companion up to \$50 per person per night, c) Automatic enrollment for employees in employer medical insurance, d) Third-party administration to protect employee privacy, and e) No disclosure requirement to employer or supervisors.

Section 4. Alternative Travel Stipend As an alternative to the HRA, the Employer will provide a travel stipend for any healthcare that would otherwise be covered by the employer health plan, but is not available in the state where the employee lives. The Employer will not require documentation of the specific type of care or explanation of unavailability.

Section 5. Supplemental Coverage Fund The Employer will annually maintain a fund of \$25,000 to cover reproductive health care expenses not covered by insurance, including: a) Fertility assistance and treatments, b) Doula care and birthing center facilities, c) Abortion services, d) Gender-affirming medical care, e) Mental health services related to reproductive health.

Fund distribution shall be on a first-come, first-served basis with annual replenishment.

Reproductive Health and Privacy

ARTICLE XX-HEALTH INFORMATION

Section 1. Medical Documentation Restrictions When proof of illness or medical treatment is required, the required documentation shall include only: a) Patient's name, b) Healthcare provider's name and ID number, c) Provider's phone number, d) Date of service, e) Dates for which the provider recommends time off from work.

Documentation shall NOT include diagnosis, type of treatment, or specific medical details.

Section 2. Confidentiality Requirements a) All employee health information received by the Employer is strictly confidential. b) Medical information must be maintained in confidential files separate from personnel files. c) Information shall not be disclosed except as necessary for benefit administration. d) Access limited to Human Resources on a need-to-know basis. e) Supervisors and coworkers shall not have access to medical information.

Section 3. Surveillance Prohibition The Employer shall not engage in surveillance of employee actions or communications in any medium concerning health care or private medical matters, whether private or job-related.

Section 4. Legal Process Notification If served with a subpoena or legal process seeking employee health information, the Employer shall: a) Immediately notify the affected employee in writing. b) Not provide information to law enforcement unless legally required. c) Notify the Union within 24 hours of receiving such legal process.

Section 5. Sick Leave Privacy Supervisors and employer representatives may not ask employees for: a) Reason for sick time use, b) Whether time was for employee or dependent care, c) Specific medical details or diagnosis, d) Treatment information or provider details.

Reproductive Health and Privacy

ARTICLE XX-REPRODUCTIVE HEALTH SICK LEAVE

Section 1. Covered Services Employees shall be entitled to utilize paid sick leave for any medical or healthcare appointments, procedures, or recovery related to reproductive health, including but not limited to: a) Abortion care (medication and procedural), b) Fertility services and treatments, c) Prenatal care and appointments, d) Contraceptive consultations and procedures, e) Reproductive health screenings, f) Gender-affirming care, g) Postpartum mental health services, h) Miscarriage and pregnancy loss care, i) Recovery from reproductive health procedures.

Section 2. Family Care Coverage Employees may use sick leave to care for family members accessing reproductive health services, including: a) Accompanying family members to appointments, b) Providing post-procedure care, c) Supporting family members through recovery, and d) Caring for children during family members' medical appointments.

Section 3. Documentation No specific documentation regarding reproductive health services shall be required beyond standard sick leave verification procedures outlined in Article XX.



Miscarriage and Pregnancy Loss Support

Article XX-Leave and Accommodations

Section 1: Leave and Accommodation Provisions "The Employer shall provide employees experiencing a miscarriage, pregnancy loss, or related medical conditions with reasonable paid leave and workplace accommodations to support their physical and emotional recovery."

Key Provisions:

- **Paid leave:** Up to [X weeks] regardless of medical severity
- **Flexible accommodations:** Modified schedules, remote work, adjusted physical tasks
- **Medical appointments:** Flexibility for medical and mental health appointments
- **Confidentiality:** No requirement to disclose personal medical details

Section 2. Mental Health Support

"Recognizing the emotional impact of pregnancy loss, the Employer shall ensure access to mental health resources, including counseling services and employee support programs."

Support Framework:

- Access through employer-provided insurance or third-party programs
- Confidential, non-discriminatory support
- Protection from workplace retaliation or penalties



**PREGNANCY
& INFANT LOSS**

Awareness
Month

October

Sick Leave Expansion

Article XX-Sick Leave Expansion Reproductive Health Coverage

Section 1: "Employees shall be entitled to utilize paid sick leave for any medical or healthcare appointments, procedures, or recovery related to their reproductive health, including but not limited to, abortion care, fertility services, and prenatal care."

Family Care Expansion Model Language Options:

- Care for family members experiencing reproductive health issues
- Emergency child care when usual arrangements are unavailable
- Unexpected school closures
- Care for aging parents or family members



Gender-Based Violence & Harassment

Article XX-Discrimination and Harassment Prevention

Section 1. General Anti-Discrimination/Harassment Provision: “The Company and Union agree that the provisions of this agreement be applied to all employees covered by this Agreement without Discrimination based on age, race, color, sex, religion, national origin, disability, sexual orientation, pregnancy related conditions or gender identity/expression as required by appropriate state and federal law. Any claims of violation of this policy, claims of sexual harassment, or of any laws regarding discrimination, or harassment on account of disability may be taken up as a grievance.

Section 1.1 Definition of Sexual Harassment

Sexual harassment is defined as unwelcome conduct of a sexual nature that creates a hostile, intimidating, or offensive environment. Sexual harassment includes, but is not limited to:

Section 1.2 Quid Pro Quo Sexual Harassment

- Submission to or rejection of unwelcome sexual conduct that is implicitly or explicitly made the basis for employment decisions, performance evaluations, advancement opportunities, or participation in programs, services, or activities.

Section 1.3 Hostile Environment Sexual Harassment

- Unwelcome sexual or other sex-based conduct that is sufficiently severe or pervasive to unreasonably deny, adversely limit, or interfere with a person's participation in or benefit from employment, programs, or services, creating an environment that a reasonable person would find intimidating or offensive.

Section 2. Forms of Sexual Harassment

Section 2.1 Sexual harassment may include incidents involving any member of the organization community and may occur in various forms including:

- a) Sexual or romantic advances, requests for sexual favors, and other verbal, nonverbal, or physical conduct of a sexual nature**
- b) Other sex-based conduct** including acts of verbal, nonverbal, or physical aggression, intimidation, or hostility based on gender, gender identity, gender expression, sex, or gender-stereotyping, or sexual orientation
- c) Conduct that may occur between any members of the organization**, including but not limited to supervisors, employees, contractors, clients, vendors, visitors, and participants in organizational programs, in hierarchical relationships and between peers, and between individuals of any gender or gender identity.

Gender Based Violence & Harassment

Section 3. Interim Measures and Supportive Actions

Section 3.1 Purpose and Application

When allegations of sexual harassment or workplace violence are reported, the organization may implement interim measures to:

- Ensure the safety and well-being of all parties involved
- Preserve the integrity of any investigation process
- Maintain a productive and respectful work/program environment
- Prevent retaliation or further incidents

Section 4. Types of Interim Measures

Section 4.1 Interim measures may include, but are not limited to:

(a) Administrative Measures:

- Temporary modification of work schedules or assignments
- Temporary changes in reporting relationships
- Temporary restriction from certain facilities or areas
- Temporary suspension of access to organizational resources or systems
- Implementation of communication restrictions between parties

(b) Support Services:

- Access to counseling and mental health resources
- Referral to employee assistance programs or external support services
- Academic or work accommodations as appropriate
- Safety planning and security measures

(c) Protective Measures:

- Issuance of no-contact directives
- Temporary reassignment of duties or locations
- Modified access to shared spaces or resources
- Enhanced security measures in relevant areas

Gender Based Violence & Harassment

Section 5. Implementation Standards

- Interim measures shall be prompt, equitable, and tailored to the specific circumstances.
- Measures will be designed to be minimally burdensome while ensuring safety and preventing further incidents.
- The organization will make reasonable efforts to minimize the impact on all parties while prioritizing safety.
- Interim measures are not disciplinary in nature and do not constitute a finding of responsibility.

Section 6. Review and Modification

- Interim measures will be reviewed periodically and modified as circumstances change.
- Affected parties may request review or modification of interim measures.
- Measures will be lifted, continued, or modified based on the outcome of any investigation or resolution process.

Section 7. Reporting and Response Obligations

Section 7.1 Organizational Commitment

The organization is committed to:

- Responding promptly and effectively to reports of sexual harassment and workplace violence.
- Taking appropriate action to prevent, correct, and, after a comprehensive investigation, when necessary, discipline behavior that violates this policy.
- Creating and maintaining an environment free from harassment, exploitation, and intimidation.

Section 7.2 Reporting Procedures

- Multiple reporting options shall be available to accommodate different comfort levels and circumstances.
- Reports may be made to designated personnel, through established complaint procedures, or via anonymous reporting systems where available.
- The organization will provide clear information about reporting options and support resources.

Gender Based Violence & Harassment

Section 7.3 Non-Retaliation

- Retaliation against individuals who report sexual harassment and/or workplace violence while participating in investigations, or in opposition of discriminatory practices is strictly prohibited
- The organization will take appropriate measures to prevent and address retaliation

Section 8. General Provisions

Section 8.1 Scope of Application

This policy applies to all members of the organization community and covers conduct that occurs:

- In the workplace or program environment
- At organization-sponsored events or activities
- In any context where there is a connection to the organizational relationship

Section 8.2 Coordination with Other Policies

Where conflicts exist between this language and other organizational policies, procedures, or agreements, the organization's comprehensive workplace violence prevention, anti-harassment, and non-discrimination policies shall govern, with this contract language serving to supplement and clarify those broader protections.

Gender Based Violence & Harassment

Article XX-Anti-Violence Protections Clause

Section 1. General Anti-Violence Provision: "The Company and Union agree that all employees have the right to a workplace free from domestic violence, sexual assault, stalking, and sexual harassment. The Company will work with the Union to prevent violence and support affected employees while respecting confidentiality."

Section 1.1 Training Requirements: "Within 6 months of contract ratification, the Company will provide training to all supervisors and employees on recognizing signs of domestic violence, sexual assault, and stalking, and appropriate workplace responses. Training will be developed with input from domestic violence experts and the Union."

Workplace Accommodations: "Employees experiencing domestic violence, sexual assault, or stalking may request reasonable workplace accommodations for safety, including but not limited to:

- Schedule or shift changes
- Changes in work location or seating
- Security escort to vehicle
- Temporary transfer to different department
- Changed phone number or email address"
- **Leave Provisions:** "Employees affected by domestic violence, sexual assault, or stalking may use designated paid safe leave of _____ to:
 - Obtain medical care or counseling
 - Attend court proceedings
 - Arrange for the safety of self or family members
 - Relocate or arrange childcare: Employees will provide reasonable advance notice when possible.

Menopausal Leave and Support

Article XX-Menopause Support and Leave

Section 1. Policy Statement The Employer recognizes that menopause is a natural life transition that can significantly impact employees' health, well-being, and work performance. The Employer is committed to creating a supportive workplace environment that addresses the unique needs of employees experiencing menopause.

Section 2. Definitions For the purposes of this Article:

- "Menopause" means the permanent cessation of menstruation and includes perimenopause (the transitional period leading up to menopause) and post menopause.
- "Menopause-related symptoms" include but are not limited to hot flashes, night sweats, sleep disturbances, mood changes, cognitive changes, joint pain, and other medically recognized symptoms associated with menopause.

Section 3. Menopause Leave a) Entitlement: Employees experiencing menopause related symptoms that interfere with their ability to perform their job duties shall be entitled to up to five (5) days of paid menopause leave per calendar year. b) Additional Leave: If additional time is needed beyond the five (5) days, employees may use accrued sick leave, personal leave, or vacation time, or may request unpaid leave. c) Certification: The Employer may require medical certification for menopause leave requests exceeding three (3) consecutive days. d) No Disciplinary Action: Menopause leave shall not be counted against employees for attendance or disciplinary purposes.

Section 4. Workplace Accommodations The Employer shall provide reasonable accommodations for employees experiencing menopause-related symptoms, including but not limited to:

- Flexible work schedules or remote work options
- Access to cooling systems or fans at workstations
- Frequent breaks or modified break schedules
- Modifications to uniform requirements
- Access to private spaces for managing symptoms
- Adjusted lighting or temperature controls where feasible

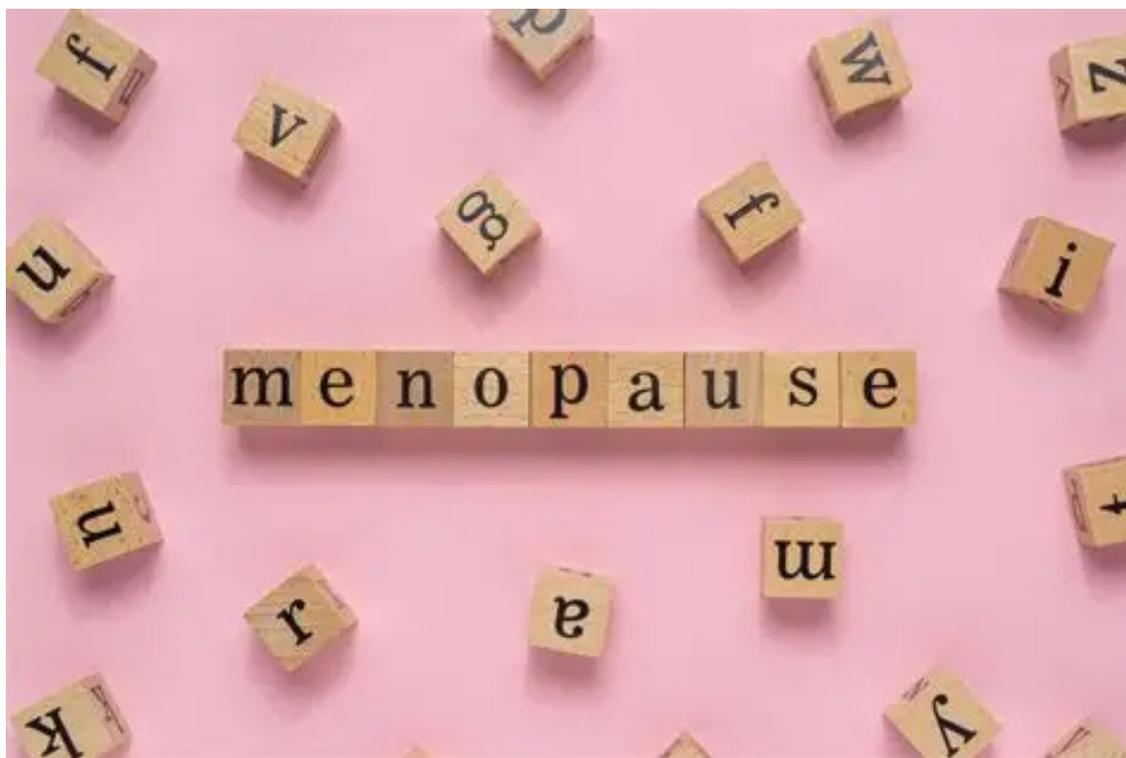
Menopausal Leave and Support

Section 5. Training and Education The Employer shall provide annual training to all supervisors and managers on menopause awareness, including:

- Understanding menopause and its workplace impacts
- Recognizing requests for accommodations
- Maintaining confidentiality and dignity
- Preventing discrimination and harassment

Section 6. Confidentiality All information regarding an employee's menopause status and related accommodation requests shall be kept confidential and disclosed only to those with a legitimate need to know.

Section 7. Anti-Discrimination No employee shall be discriminated against, harassed, or treated less favorably because of menopause or menopause-related symptoms. Such treatment shall be considered a violation of this Agreement and subject to the grievance procedure.



Caregiver Leave and Support

Article XX-Caregiver Leave and Support

Section 1. Policy Statement The Employer recognizes that many employees have caregiving responsibilities for family members, including children, elderly parents, spouses, domestic partners, and other dependents. The Employer is committed to supporting employees in balancing their work and caregiving responsibilities.

Section 2. Definitions For the purposes of this Article:

- "Caregiver" means an employee who provides care for a family member or dependent with a serious health condition, disability, or age-related needs.
- "Family member" includes spouse, domestic partner, child, parent, grandparent, grandchild, sibling, or any person who stands in loco parentis to the employee.
- "Serious health condition" has the same meaning as defined under the Family and Medical Leave Act (FMLA).

Section 3. Caregiver Leave Entitlement a) Paid Caregiver Leave: Employees shall be entitled to up to ten (10) days of paid caregiver leave per calendar year to:

- Care for a family member with a serious health condition
- Attend medical appointments with a family member
- Arrange for care services or placement
- Handle emergencies related to caregiving responsibilities

b) Extended Leave: Employees may use accrued sick leave, personal leave, vacation time, or unpaid leave for additional caregiving needs beyond the ten (10) days.

c) Intermittent Use: Caregiver leave may be taken intermittently or on a reduced schedule basis as needed.

Section 4. Emergency Caregiver Leave Employees shall be entitled to use up to three (3) days of emergency caregiver leave without prior notice when immediate care is required due to:

- Sudden illness or injury of a family member
- Breakdown of normal care arrangements
- Emergency medical situations

Caregiver Leave and Support

Section 5. Eldercare Support

a) Eldercare Leave: Employees caring for elderly family members (age 65 or older) shall be entitled to additional considerations, including:

- Flexible scheduling for medical appointments
- Access to eldercare resources and referrals
- Ability to use sick leave for eldercare purposes

b) Eldercare Assistance Program: The Employer shall provide access to an eldercare assistance program or employee assistance program (EAP) that includes eldercare resources.

Section 6. Childcare Support a) Childcare Leave: In addition to other leave provisions, employees shall be entitled to use caregiver leave for:

- School meetings and conferences
- Childcare provider meetings
- Medical appointments for children
- School closures or childcare emergencies

b) Lactation Support: The Employer shall provide appropriate facilities and break time for nursing mothers as required by law.

Section 7. Flexible Work Arrangements The Employer shall consider requests for flexible work arrangements for caregiving employees, including:

- Modified work schedules
- Remote work options
- Job sharing arrangements
- Compressed work weeks
- Flexible start and end times

Section 8. Certification and Documentation a) Medical certification may be required for caregiver leave exceeding five (5) consecutive days. b) Employees must provide reasonable notice of the need for caregiver leave when the need is foreseeable. c) Documentation requirements shall be reasonable and not unduly burdensome.

Section 9. Job Protection Employees using caregiver leave shall be entitled to return to their same position or an equivalent position with equivalent benefits, pay, and terms and conditions of employment.

Section 10. Benefits Continuation Health insurance and other benefits shall continue during approved caregiver leave in accordance with the same terms as other approved leave.

Bargaining Tips and Strategies

1. Preparation

- Research existing benefits: Understand current employer policies and gaps
- Cost analysis: Prepare data on implementation costs vs. turnover/recruitment savings
- Legal compliance: Ensure language meets federal and state requirements
- Member surveys: Gather input on priority family-friendly benefits

2. Negotiation Strategies

- Start with legal minimums: Build from PWFA, FMLA, and state law requirements
- Emphasize business case: Retention, recruitment, productivity benefits
- Phase implementation: Consider gradual rollout for costly benefits
- Link to existing policies: Build on current leave, insurance, and accommodation policies

3. Implementation Considerations

- Forms and procedures: Develop clear request processes and forms
- Training: Ensure HR and management understand new obligations
- Communication: Educate members about new rights and procedures
- Monitoring: Track usage and effectiveness of new benefits

4. Common Employer Concerns and Responses

- Cost: Emphasize long-term savings from reduced turnover
- Staffing: Discuss flexible coverage arrangements and temporary help
- Complexity: Offer to collaborate on implementation procedures
- Legal compliance: Provide research on similar successful programs

Implementation and Administration

Section 1: Effective Date for Memorandum of Understanding on Work-Life Balance

These provisions shall become effective on [DATE] and shall remain in effect for the duration of this collective bargaining agreement.

Section 2: Administration

The Employer shall designate appropriate personnel to administer these leave programs and shall ensure that all relevant staff are trained on the provisions and procedures.

Section 3: Reporting

The Employer shall provide the Union with annual reports on the utilization of menopause leave and caregiver leave, including aggregate statistics that protect employee privacy.

Section 4: Committee Establishment

A joint Labor-Management Work-Life Balance Committee shall be established to:

- Monitor the implementation of these provisions
- Address any issues or concerns that arise
- Recommend improvements to the programs
- Review and update policies as needed

Section 5: Grievance Procedure

Any disputes arising from the interpretation or application of these provisions shall be subject to the grievance and arbitration procedure outlined in this collective bargaining agreement.

Section 6: Funding

The Employer shall allocate sufficient resources to implement these provisions, including any necessary staffing adjustments to cover employees on leave.

Section 7: Compliance

These provisions shall be implemented in compliance with all applicable federal, state, and local laws, and shall supplement, not replace, any greater benefits provided by law.

Resources and Citations

Resources and Citations Legal Resources

- **Pregnant Workers Fairness Act (PWFA):** 29 USC§ 2601 et seq.
- **Family and Medical Leave Act (FMLA):** 29 USC§ 2601 et seq.
- **Worklife Law:** info@worklifelaw.org | (415) 565-4640, Research and advocacy organization providing assistance with model language for pregnancy accommodation and family caregiving discrimination.
- **A Better Balance:** 1-833-NEED-ABB (1-833-633-3222), Legal advocacy organization with CBA resources, pregnancy accommodation guides, and free legal helpline for workplace rights.

Research and Data

- **Center for Women and Work:** smlr.rutgers.edu/center-for-women-and-work
- **Economic Policy Institute:** epi.org
- **National Partnership for Women & Families:** nationalpartnership.org
- **Family Values at Work:** familyvaluesatwork.org
- **Futures Without Violence:**

Appendices

Appendix A: Quick Reference Guide to Workers Rights

Appendix B: Reasonable Accommodation Request Form

Appendix C: Checklist for Compliant Lactation Spaces

This toolkit is based on model language developed by WorkLife Law, Family Values at Work and existing collective bargaining agreements from unions nationwide. Always consult with legal counsel and adapt language to your specific workplace context and applicable laws.

QUICK REFERENCE GUIDE TO WORKER RIGHTS

Law/Act	Effective Date/ Coverage	Key Rights and Protections	Employer Requirements
Pregnant Workers Fairness Act (PWFA)	June 27, 2023; Employers with 15+ employees	- Right to reasonable accommodations for pregnancy, childbirth, and related conditions unless undue hardship - Accommodations can be requested in any form - No retaliation for accommodation requests	- Engage in an interactive process to discuss accommodations - Provide requested reasonable accommodations if no undue hardship
Providing Urgent Maternal Protections (PUMP) Act	Enacted 2023; Most employers regardless of size	- Right to reasonable break time and a private, non-bathroom space to express breast milk for up to 1 year postpartum	- Provide clean, private lactation space accessible at work - Allow break times as needed - Protect against retaliation
Pregnancy Discrimination Act (PDA)	Amended Title VII of Civil Rights Act, 1978; All employers	- Prohibits discrimination in hiring, firing, promotions, accommodations based on pregnancy, childbirth, or related conditions	- Treat pregnancy like any other temporary disability - Provide accommodations consistent with nondiscrimination laws
Family and Medical Leave Act (FMLA)	1993; Employers with 50+ employees within 75 miles	- Up to 12 weeks unpaid, job-protected leave for childbirth and bonding or medical complications - Continuation of group health benefits	- Grant leave when eligible - Reinstatement to same/equivalent position on return
Fair Labor Standards Act (FLSA) – Break Time for Nursing Mothers	1993; Employers with 50+ employees within 75 miles	- Requires reasonable break time and private, non-bathroom space to express breast milk during the workday, up to 1 year postpartum	- Provide suitable lactation space free from intrusion - Provide break time - No retaliation for taking breaks

Additional Notes:

- Employers must provide lactation accommodation for up to 1 year postpartum under the PUMP Act.
- Accommodations should be free of charge to workers, and policies should be written and accessible to employees.
- Regular feedback from nursing employees is encouraged to improve the space and policy.

PREGNANCY ACCOMMODATION REQUEST TEMPLATE

Pregnancy Accommodation Request

Date: _____

To: [Supervisor/Human Resources]

From: _____

Position: _____

Department: _____

Dear [Name],

I am writing to formally request reasonable accommodations related to my [pregnancy /childbirth /postpartum condition] under the Pregnant Workers Fairness Act (PWFA) and applicable federal laws.

Details of Accommodation Request:

- Limitation/Condition: (e.g., pregnancy-related fatigue, lifting restrictions, need for frequent breaks, lactation needs)
- Requested Accommodation(s): (e.g., more frequent breaks, temporary light duty, flexible schedule, access to lactation space)
- Duration Requested: (e.g., expected weeks/months)

I am willing to discuss my needs and provide medical documentation if required to facilitate an interactive process for reasonable accommodations.

Thank you for your consideration and support to ensure my ability to safely and effectively perform my job duties.

Sincerely,

[Your Name]

[Your Contact Information]

Notes:

- Under PWFA, accommodation requests can be verbal or informal, but written requests help document the process.
- Employers must engage in a timely, good-faith interactive process.
- Retaliation for requesting accommodations is prohibited.

CHECKLIST FOR COMPLIANT LACTATION SPACES

Checklist for Compliant Lactation Spaces

Ensure your workplace lactation space meets federal requirements under the PUMP Act and provides a supportive environment for nursing mothers.

Criteria	Yes	No	Notes/Action Needed
Private space for lactation (not a bathroom)	<input type="checkbox"/>	<input type="checkbox"/>	Clean, enclosed room with a door that locks or can be secured
Accessible location near work area	<input type="checkbox"/>	<input type="checkbox"/>	Minimize travel time and disruption to work duties
Contains a comfortable chair	<input type="checkbox"/>	<input type="checkbox"/>	Ergonomically designed or cushioned seating
Equipped with a flat surface (table/counter)	<input type="checkbox"/>	<input type="checkbox"/>	For placing the pump and supplies
Has access to electrical outlet	<input type="checkbox"/>	<input type="checkbox"/>	To plug in electric pumps
Clean and sanitary environment	<input type="checkbox"/>	<input type="checkbox"/>	Regularly cleaned and disinfected
Reasonable break time provided	<input type="checkbox"/>	<input type="checkbox"/>	Breaks paid or unpaid, per law and company policy
Signage indicating lactation room	<input type="checkbox"/>	<input type="checkbox"/>	Clear directions for employees
Reserved exclusively for lactation	<input type="checkbox"/>	<input type="checkbox"/>	Not shared with other purposes during use
Refrigeration available or nearby	<input type="checkbox"/>	<input type="checkbox"/>	For temporary storage of expressed milk
Policy communicated to all employees	<input type="checkbox"/>	<input type="checkbox"/>	Including information on break rights and accommodations
Anti-retaliation protections in place	<input type="checkbox"/>	<input type="checkbox"/>	Employees feel safe requesting time for lactation
Located near a restroom (recommended)	<input type="checkbox"/>	<input type="checkbox"/>	Close proximity to restroom facilities helps nursing mothers wash hands and use facilities after lactation

Additional Notes:

- Employers must provide lactation accommodation for up to 1 year postpartum under the PUMP Act.
- Accommodations should be free of charge to workers, and policies should be written and accessible to employees.
- Regular feedback from nursing employees is encouraged to improve the space and policy.

ABOUT US

The mission of the UAW International Women's Department is to work to alleviate the inequities created by race and class while continuing to address gender injustice as it relates to discrimination in hiring, pay, promotion, training, seniority protection, and retention in the workplace.

**CONTACT US VIA E-MAIL:
WOMENSDEPT1955@UAW.NET**



DISCLAIMER

This workbook is provided for informational purposes only and does not constitute legal advice. The sample language, templates, and guidance materials contained herein related to sexual harassment, interim measures, paid leave, reproductive health, gender-based violence, and other workplace policies must be reviewed and adapted by qualified legal counsel before implementation. Laws vary significantly by jurisdiction and change frequently, and what is appropriate or required in one location may not apply in another. Organizations should consult with employment attorneys and customize all materials to comply with applicable federal, state, and local laws, as well as industry-specific regulations and collective bargaining agreements. The contributors make no representations regarding the accuracy, completeness, or suitability of this information for any specific organizational needs, and users agree to hold harmless all contributors from any claims arising from the use of these materials. By using this workbook, you acknowledge your responsibility to seek appropriate professional guidance before implementing any policies or procedures based on the content provided.

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