

**Training Provisions in
Collective Agreements and Canadian Legislation**

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Introduction

This paper will examine the education and training clauses found in collective agreements and Canada's federal and provincial legislation. Training and educational leaves refer to the time given to employees to temporarily pursue both learning related to the workplace and learning for general interest. Often, the courses take the form of formal education programs, but in some instances they are done on the job or in more informal settings within the workplace. More importantly, training and education leaves guarantee workers protected leave, which means workers are given the opportunity to resume employment at the same salary, in the same role and with the same company when their leave is completed. Currently, there is no legislation in place that allows workers to take a protected leave of absence from their jobs in order to pursue educational or training courses. Only training and educational leave clauses within collective agreements provide workers with the opportunity to pursue education leave outside of the workplace during scheduled work hours. Although it is still possible for workers to upgrade their skills outside of the workplace on their own time, it is often difficult for workers to find extra time and money to pursue educational opportunities. Therefore, for the purposes of this paper, educational and training opportunities will refer only to the chances workers are given to participate in training and education during normally scheduled work times.

The paper will be divided into two sections. The first section will look at training leave clauses within collective agreements, while the second section will

examine historic and current incidents within the workplace that provide forms of educational and training opportunities. As well, the second section of the paper will examine what other countries are doing to provide workers with opportunities for educational leave.

Part 1 - Collective Agreements

The “Collective Agreement” portion of this report will look primarily at the clauses within collective agreements that allow for educational/training leave time and support. More specifically, this section will examine training leave opportunities in collective agreements, professional training opportunities (including skills upgrading related to technological change), training trust funds, on-the-job training, occupational standards, and health and safety. Each one of these topics will be examined to determine what role it may play in the development of worker skill and competence.

Collective agreements are the result of a negotiated settlement between unions or associations and their employer. These agreements have considerable input from workers. Collective agreements often afford considerable leeway and support for workers to pursue adult education and training programs. In fact, it is the collective agreement that affords the protection for workers to take leave from their workplaces. While some unions and professional organizations have been successful in establishing training and education support programs, there are still workers who are not effectively protected by their collective agreements. As well, there are many more workers who work without a collective agreement and are forced to operate without a binding set of rules that allow education and training leave. This section of the paper reviews some of the clauses within existing collective agreements that allow workers opportunities for training and educational leave. Hopefully, these

clauses will serve as examples of the potential for learning opportunities within the workplace.

The database Negotech was used primarily for this section (the website can be found at http://206.191.16.137/gol/indexm_e.shtml). Negotech is a federally run labour relations database comprised of collective agreements. The database is accessible to the public and provides users the opportunity to browse thousands of collective agreements. Each collective agreement is made available in its entirety. The search engine allowed for easy and instant access to collective agreements, using a key-word search system based upon the terms relating to topics in the first section of this report. The database was an invaluable source for the completion of this section of the report. The people involved in this project would like to thank Human Resources and Skills Development Canada for its efforts to make this important database available to the public.

Training Leave Opportunities in Current Collective Agreements

The following tables provide a breakdown of several training leave opportunities within collective agreements for workers in various industries who are employed with companies of at least 200 workers. The extent to which leaves appear in collective agreements and are supported by employers depends upon both the industry and type of leave. As we see below, education leave clauses within agreements will vary depending upon their relationship to the workplace. For example, it appears that employers and workers are more likely to negotiate education leaves that are specific to the job rather than education leaves for general interest or related to technological change. Looking at the tables below, we see that more than half of the workers in the utilities; transportation; education, health and social services; and public administration sectors are provided paid or partially paid educational leaves that are specific to the job. If we include unpaid along with paid education leave opportunities relating specifically to the job, we see that the majority of workers in the finances and professional services sector are also provided with opportunities for job-related educational leave. In fact, in only four sectors are the majority of workers without a provision for education leave related specifically to the job.

Education Leave

Table 1 - Specific to Job (HRSDC, 2005)

	Total Workers	Paid/Partial Payment	Unpaid	Impossible to Determine	No Provision
Primary Industries	7,940	3,090 (38.9%)	270 (3.4%)	840 (10.6%)	3,740 (47.1%)
Utilities	47,720	33,290 (69.8)	500 (1.0)	3,180 (6.7)	10,750 (22.5)
Construction	224,850	62,800 (27.9)	0 (0)	6,990 (3.1)	155,060 (69.0)
Manufacturing	187,690	51,430 (27.4)	22,350 (11.9)	23,160 (12.3)	90,750 (48.4)

Wholesale & Retail Trade	111,200	13,790 (12.4)	1,090 (1.0)	210 (0.2)	96,110 (86.4)
Transportation	187,210	149,310 (79.8)	900 (0.5)	1,320 (0.7)	35,680 (19.1)
Information & Culture	75,160	18,160 (24.1)	1,390 (1.8)	14,490 (19.3)	41,120 (54.7)
Finances & Professional Services	38,450	18,410 (47.9)	5,300 (13.8)	380 (1.0)	14,360 (37.3)
Education, Health, Social Services	864,445	488,805 (56.5)	70,210 (8.1)	11,100 (1.3)	294,330 (34.0)
Entertainment & Hospitality	23,820	7,930 (33.3)	240 (1.0)	0 (0)	15,650 (65.7)
Public Administration	513,916	344,890 (67.1)	8,650 (1.7)	12,500 (2.4)	147,876 (28.8)
Total	2,282,401	1,191,905 (52.2)	110,900 (4.9)	74,170 (3.2)	905,426 (39.7)

Conversely, almost all industries are less likely to afford their workers opportunities to participate in educational leave if it is related only to general learning or technological change. The tables below show that in all industrial sectors the majority of workers are without opportunities for protected leave (either paid or unpaid) to pursue general interest courses or courses relating to technological change. It could be argued that employers are unwilling to provide educational leave unless it can relate directly to the workplace and, thus, potentially improve the worker's performance on the job. This way of thinking by employers may be limiting the potential of workers to grow and develop as individuals. It is entirely possible that workers who take leave time to pursue general interest courses may, in fact, bring elements to the workplace that could increase efficiency and productivity in ways that the employer cannot anticipate. For example, a 2004 study on adult learning demonstrated that persons benefit from involvement in adult education (Hammond, 2004). The study demonstrated that adults involved in continuing education attained higher self-esteem, purpose, and self-efficacy, as well as a greater sense of hope and purpose (Hammond, 2004). It is these benefits that may elude employers when contemplating the worth of educational leaves to the workplace; something that employers may want to think about, considering the positive impact educational leave can have upon workers.

Table 2 – General Education (HRSDC, 2005)

	Total Workers	Paid/Partial Payment	Unpaid	Impossible to Determine	No Provision
Primary Industries	7,940	980 (12.3%)	0 (0%)	0 (0%)	6,960 (87.7%)
Utilities	47,720	15,690 (32.9)	4,340 (9.1)	0 (0)	27,690 (58.0)
Construction	224,850	220 (0.1)	0 (0)	0 (0)	224,630 (99.9)
Manufacturing	187,690	56,220 (30.0)	28,970 (15.4)	5,120 (2.7)	97,380 (51.9)
Wholesale & Retail Trade	111,200	4,050 (3.6)	22,950 (20.6)	1,670 (1.5)	82,530 (74.2)
Transportation	187,210	86,320 (46.1)	6,420 (3.4)	6,080 (3.2)	88,390 (47.2)
Information & Culture	75,160	4,840 (6.4)	3,060 (4.1)	3,950 (5.3)	63,310 (84.2)
Finances & Professional Services	38,450	3,160 (8.2)	1,280 (3.3)	1,390 (3.6)	32,620 (84.8)
Education, Health, Social Services	864,445	124,330 (14.4)	163,230 (18.9)	7,650 (0.9)	569,235 (65.8)
Entertainment & Hospitality	23,820	4,590 (19.3)	200 (0.8)	0 (0)	19,030 (79.9)
Public Administration	513,916	194,990 (38.0)	114,690 (22.3)	13,100 (2.5)	191,136 (37.2)
Total	2,282,401	495,390 (21.7)	345,140 (15.1)	38,960 (1.7)	1,402,911 (61.5)

Table 3 - Relating to Technological Change

	Total Workers	Paid/Partial Payment	Unpaid	Impossible to Determine	No Provision
Primary Industries	7,940	1,720 (21.7%)	0 (0%)	0 (0%)	6,220 (78.3%)
Utilities	47,720	12,920 (27.1)	0 (0)	4,270 (8.9)	30,530 (64.0)
Construction	224,850	62,140 (27.6)	0 (0)	0 (0)	162,710 (72.4)
Manufacturing	187,690	31,360 (16.7)	2,080 (1.1)	35,860 (19.1)	118,390 (63.1)
Wholesale & Retail Trade	111,200	5,900 (5.3)	0 (0)	9,900 (8.9)	95,400 (85.8)
Transportation	187,210	90,700 (48.6)	0 (0)	10,130 (5.4)	86,380 (46.1)
Information & Culture	75,160	21,170 (28.2)	0 (0)	5,350 (7.1)	48,640 (64.7)
Finances & Professional Services	38,450	12,180 (31.7)	0 (0)	1,220 (3.2)	25,050 (65.1)
Education, Health, Social Services	864,445	171,080 (19.8)	0 (0)	6,240 (0.7)	687,125 (79.5)
Entertainment & Hospitality	23,820	7,530 (31.6)	0 (0)	0 (0)	16,290 (68.4)
Public Administration	513,916	212,890 (41.4)	0 (0)	83,340 (16.2)	217,686 (42.4)
Total	2,282,401	629,590 (27.6)	2,080 (0.1)	156,310 (6.8)	1,494,421 (65.5)

Although it appears that the degree to which workers are entitled to educational leaves varies across industries, there appears to be greater consistency for the reimbursement of tuition fees and books related to education leave across industries. The table below shows that all industries except two provide tuition reimbursement for 30 to 55 per cent of their workers. In the case of Primary Industries, more workers are provided tuition fee reimbursement than are provided opportunities for educational leave related to work. This apparent contradiction could be due to the willingness of employers to reimburse workers for their time spent in adult education, provided workers participate in courses on their own time. Whether or not this is an acceptable compromise is up for

debate; however, it should be noted that many workers cite a lack of time as a reason for not participating in adult education courses (WALL, 2004, <http://www.wallnetwork.ca>). Providing learning opportunities for workers to take courses on their own time may not be practical, as most workers are stressed for time. Therefore, it is important that workers be given *both* the financial support and the time away from work to pursue adult learning opportunities. Otherwise, workers face the problem of receiving partial support for educational leave, which for some workers may not be enough to take advantage of adult education opportunities.

Table 4 - Reimbursement for Tuition Fees and Books

	Total Workers	Provision Exists	No Provision
Primary Industries	7,940	3,550 (44.7%)	4,390 (55.3%)
Utilities	47,720	23,300 (48.8)	24,420 (51.2)
Construction	N/A	N/A	N/A
Manufacturing	187,690	80,910 (43.1)	106,780 (56.9)
Wholesale & Retail Trade	111,200	7,890 (7.1)	103,310 (92.9)
Transportation	187,210	97,330 (52.0)	89,880 (48.0)
Information & Culture	75,160	26,780 (35.6)	48,380 (64.4)
Finances & Professional Services	38,450	20,740 (53.9)	17,710 (46.1)
Education, Health, Social Services	864,445	474,165 (54.9)	390,280 (45.1)
Entertainment & Hospitality	23,820	6,670 (28.0)	17,150 (72.0)
Public Administration	513,916	169,636 (33.0)	344,280 (67.0)
Total	2,057,551	910,971 (44.3)	1,146,580 (55.7)

Training trust funds act like an apprenticeship program for a particular industry. The money raised in a training trust fund can be used to provide training for current and future workers within a specific trade or occupation. Most industries provide little to no support for training trust funds. The exception to this rule is the construction industry, where almost 90 per cent of collective agreements provide either employer or joint funding toward a training trust fund program. Training trust funds are quite common in construction industries

because these funds lend themselves well to an industry where hands-on experience is a must. However, other industries could benefit from training trust fund programs, especially in aiding workers with technological change. Training trust funds sponsored by employers and operated by unions, if used as skills upgrading centres, could present another opportunity for workers to pursue training to enhance their on-the-job performance.

Table 5 - Contribution to a Training Fund

	Total Workers	Employer/Joint Contribution	No Provision
Primary Industries	7,940	2,830 (35.6%)	5,110 (64.4%)
Utilities	N/A	N/A	N/A
Construction	224,850	221,360 (98.4)	3,490 (1.6)
Manufacturing	187,690	85,110 (45.3)	102,580 (54.7)
Wholesale & Retail Trade	111,200	41,370 (37.2)	69,830 (62.8)
Transportation	187,210	5,070 (2.7)	182,140 (97.3)
Information & Culture	75,160	2,810 (3.7)	72,350 (96.3)
Finances & Professional Services	38,450	5,390 (14.0)	33,060 (86.0)
Education, Health, Social Services	864,445	314,130 (36.3)	550,315 (63.7)
Entertainment & Hospitality	23,820	6,300 (26.4)	17,520 (73.6)
Public Administration	513,916	138,656 (27.0)	375,260 (73.0)
Total	2,234,681	823,026 (36.8)	1,411,655 (63.2)

Finally, apprenticeship training clauses within collective agreements appear in greater numbers within primary, utility, construction, and manufacturing industries. Similar to the training trust fund clauses, apprenticeship clauses allow future workers to participate in educational learning within a specific trade. Often, participants are students who have either just graduated from a secondary-school program, or are currently enrolled in a school program. Essentially, apprenticeship programs provide hands-on learning for students wishing to pursue a career in the trades. It is for this reason that apprenticeship clauses are found in the aforementioned industries. Still, there is room in other industries for apprenticeship training, which could be presented to young workers or students through co-operative programs and training courses.

Table 6 - Apprenticeship Program

	Total Workers	Provision Exists	No Provision
Primary Industries	7,940	6,600 (83.1%)	1,340 (16.9%)
Utilities	47,720	28,390 (59.5)	19,330 (40.5)
Construction	224,850	218,080 (97.0)	6,770 (3.0)
Manufacturing	187,690	149,180 (79.5)	38,510 (20.5)
Wholesale & Retail Trade	111,200	34,610 (31.1)	76,590 (68.9)
Transportation	187,210	96,140 (51.4)	91,070 (48.6)
Information & Culture	75,160	31,510 (41.9)	43,650 (58.1)
Finances & Professional Services	38,450	6,310 (16.4)	32,140 (83.6)
Education, Health, Social Services	864,445	90,930 (10.5)	773,515 (89.5)
Entertainment & Hospitality	23,820	10,050 (42.2)	13,770 (57.8)
Public Administration	513,916	85,570 (16.7)	428,346 (83.3)
Total	2,282,401	757,370 (33.2)	1,525,031 (66.8)

An examination of training clauses presents an interesting picture of who is granted educational leave. It should be noted that the above tables apply only to those workers who are part of a collective agreement. They do not include the many workers who are without contracts and receive their benefits from the “benevolence” of their employer. The tables above demonstrate that many workers are given some opportunity to participate in educational leave programs. More than half of the workers are given the opportunity to take protected educational leave, provided the leave is related to their work. Although this is a step in the right direction, greater opportunities need to be present for workers to pursue general education, and they should receive financial support from employers to do so. Without proper funding, many workers may not take advantage of training opportunities simply because they are unable to afford rising tuition or program costs (WALL, 2004).

Professional Training Opportunities in Collective Agreements

The professional training component of this analysis will examine clauses within negotiated contracts that allow employees to take leave (paid or unpaid) to pursue professional career development, provided the learning takes place in a formal setting. Although often found in contracts dealing with professional work (e.g. education and health), it is not uncommon to find professional development clauses in manufacturing contracts. For the most part, professional training in the manufacturing sector refers to skill training and upgrading. For the purposes of this section, both skill upgrading relating to technological change and upgrading relating to professional standards will be examined and will be referred to as “professional development.” As well, for the purposes of this section, professional development refers primarily to work-related training sought by employees through formal courses in universities and colleges, as well as through private learning centres.

This section of the paper will examine the reasons employers and unions bargain for professional development time, typical examples of development schedules, the funding involved in development and the resources offered to employees for professional development. The examples of contracts for this section come primarily from the professional sector – teachers, professors, engineers, etc. The terms “professional training” and “professional development” will be used interchangeably and, for the purposes of this paper, are considered to be the same.

Where professional training clauses are present in contracts, it is quite common to see a paragraph or line in the contract outlining the importance both to the employer and employee of professional development. An excerpt from a contract signed in 2003 between Velan Inc. and Syndicat National des Employes de Velan describes the importance of professional development both to workers and employers in a time of technological change:

Both parties recognize the importance of professional training and agree to cooperate to this scope. The Company agrees to establish with the collaboration of "La Commission de formation Professionnelle" of the region, a human resource development plan and to involve the union on all stages of the development of this plan. The Company recognizes that technological changes, new work techniques and new process, might require additional training in order to respond or comply with the new methods. (Syndicat National des Employes de Velan, 2003)

The above paragraph highlights many concerns faced by unions and employers surrounding workplace change. The paragraph also points to the importance of lifelong learning as a necessary tool in worker development. It is important to stress that rapid change taking place within the workplace, especially in the high-tech sector, requires employers to work with employees to develop opportunities for training and development.

Professional development courses are often presented as formal training courses. The courses usually are set for a fixed period of time, requiring the participant to attend regularly scheduled classes or tutorials. There may be a fee for registration and supplies associated with the course. Because of issues related to cost and time for the employee, it is important that professional development clauses be negotiated within collective bargaining agreements so

that workers, who may not be able to afford the time or money for training, can be assisted by employers. For example, a clause in the Northern Alberta Institute of Technology (NAIT) and the NAIT Academic Staff Association contract stipulates that the employer shall be responsible for the establishment of a “Professional Development Fund”:

Professional Development Fund (new): Employer will assign the sum of \$300,000 for the 2005 - 2006 academic year and \$325,000 for the 2006 - 2007 academic year. Unspent funds in each will be carried over into the following year for the term of the agreement. The fund will be accessible by staff members to cover the cost of tuition, books and required materials at recognized Alberta post secondary institutions or other recognized professional training organizations. (NAIT Academic Staff Association, 2004)

The establishment of a professional development or training fund affords employees the opportunity to participate in lifelong learning and development. Those wishing to attend formal education classes often cite cost as an obstacle to participation in formal learning. Some of the data used for this report is from the Work and Lifelong Learning (WALL, 2004) 2003-04 national survey on work and learning. Of the total data set consisting of 9,063 respondents, only full-time, wage-salaried employees (not self-employed) who did not self-identify as a manager or supervisor were used. This left a sample size of 2,188 respondents. It was decided that this group would identify most closely with issues surrounding leave times and support within the workplace. Of the full-time employed respondents in the 2004 WALL survey, 52.9 per cent found the courses either too expensive or did not have enough money to participate in the class (WALL, 2004).

Table 7 – Barriers to Adult Education – Course Too Expensive (WALL, 2004)

	Number of Respondents	Percentage
Yes	471	52.9
No	420	47.1
Total	891	100.0

By having the employer remove the financial barrier some face with formal training, the opportunities for employees to upgrade skills and training is increased, benefiting both the employer and the workers. In the example above, the contract between the Northern Alberta Institute of Technology and its professional association recognizes the importance of skills upgrading for staff members and mandates the employer to provide the necessary funding for this to take place.

Although the funding of professional development is important and does provide a greater opportunity for some to partake in training courses, it is not all that is needed to afford workers the opportunity for skill development. Workers also cite a lack of time as an obstacle to taking formal education courses. Table 8 reveals that almost two-

Table 8 – Barriers to Adult Education – No Time (WALL, 2004)

	Number of Respondents	Percentage
Yes	561	62.8
No	332	37.2
Total	893	100.0

thirds of employed respondents cite a lack of time as a reason for not attending adult education courses. Providing courses and arranging for funding are simply not enough support on their own for employees to participate in adult learning. It is also important to provide workers time away from their job with the proper

supports, so that upon return to their workplace employees are not in a position where they must work overtime to “catch up” on work.

Employers must not only provide the necessary time for employees to attend formal classes and complete course work, but must also provide resource support, such as books and transportation, to complete the training course. An example from the 2001 agreement between North Island College and the North Island College Faculty Association shows how employers and workers are willing to provide necessary resource support. “It is recognized that professional development is both an individual and shared responsibility. The Employer shall place an amount equivalent to one-and-one-half percent (1.5%) of total faculty bargaining unit salary budget into the Professional Development Fund” (North Island College Faculty Association, 2001). Note the wording in the above passage that points to a need for a collaborative effort on behalf of management and the union to provide opportunities for educational leave.

Other formal professional development opportunities ranged from sabbatical leave to conferences, seminars, and on-site training sessions. Whichever form of professional development is used, the employer must provide the necessary supports for these training opportunities. Some contracts implied that it would be not only of great benefit for the worker to participate in professional courses offered by employers, but that it would be of great benefit to the organization as well. For example:

Professional Development Leave (new): An activity, which in the opinion of the employer is likely to be of assistance to the individual in furthering his professional development and to the organization in achieving its goals. (Nunavut Employees Union (CLC), 2003)

Through negotiation and from the urging of unions, clauses within agreements strongly encourage employees to participate in training programs. In some instances, pay increases are granted to those who complete professional development programs, further encouraging workers to develop their skills through formal education programs. In the contracts examined for this project, only public school teachers were threatened with job loss for failing to complete professional training programs.

Finally, it is worth noting that in a collective agreement involving the Longshore Workers of the Port of Saint John, a training program was established to train workers who, in turn, train other workers. Typically, on-the-job-training programs are relegated to larger firms and are often carried out by more experienced workers within the firm (Betcherman, 1998). The agreement signed between the Port of Saint John and The General Longshore Workers of the Port of Saint John, Local 273, recognizes the importance of on-the-job training and places a provision within the contract that this type of learning, which for the most part is conducted in an informal manner, be formalized and rewarded by the organization:

The Port of Saint John Employers Association undertakes to arrange for the necessary training for up to four (4) Union member employees to become qualified to effectively undertake the training and/or upgrading of employees; following completion of same, the employee trainers will develop training programs in conjunction with the 64 employers and under the guidance of a professional training source; training programs will include final evaluation and certification of trainees by a professional third party; it is agreed that training programs will, whenever possible, be structured so as to qualify for assistance from E.I. or other government source and, may be conducted on a day and/or night shift basis in order to accelerate the

training or due to equipment availability. (The General Longshore Workers of the Port of Saint John, Local 273, 2001)

Smaller organizations that lack funding could use on-the-job training by their own employees to provide formal training and professional development to their workforces. The initial costs of training the small group of employees (in the case of the Port of Saint John, it was only four employees) would be repaid to the organization through in-house training programs.

How the employer provides professional training or development varies depending upon the resources and needs of each organization. What remains constant throughout the collective agreements, however, is the recognition that professional development is needed in today's labour market. The changes in technology and global markets are forcing workers to upgrade their skills constantly, and it is important that employers recognize the need for lifelong learning and professional development among their workforce. The examples presented above demonstrate that some employers are willing to offer their workers the time and resources to learn outside the workplace. It is hoped that in further negotiations, unions in all sectors will work with employers to establish funds that enable employees to experience professional development.

Training Trust Fund Clauses Within Collective Agreements

Training trust funds are established in collective agreements to provide a funding source for unions that, for the most part, provide education and training opportunities for students who have yet to enter the workforce. Working with both employers and the government, unions from across Canada use training trust funds to help establish apprenticeship programs, fund retraining programs and establish scholarship funds for students in college and university. This section of the paper will examine how training trust funds are established and funded, and the functions they perform.

The establishment and rules for operation of training trust funds are often found within collective agreements. However, exact information on how they function is often not in the agreement. Instead, collective agreements simply specify the funding formula and who holds operational control of training trust funds. The funding of the program can vary from lump-sum payments [“Employer contributes \$25,000 for the duration of the agreement (\$25,000 in August 1999 to establish the fund)” (United Food and Commercial Workers International Union (Local 832), 2001)] to payment schedules based upon the number of workers and hours worked by employees in the organization [“Ontario Painters and Decorators Training Trust Fund and International Joint Training Fund – \$0.35 per hour worked” (International Union of Painters and Allied Trades, 2004)]. The funding rates vary among collective agreements, depending upon the number of workers in the organization and the type of work being done by employees.

As mentioned earlier, provisions for the control and operation of training trust funds are often left out of collective agreements. For the most part, employers recognize that the union will hold control of the trust fund and decide how it will operate. Two collective agreements did spell out who had control of the training trust fund. In the 2003 contract between the Operating Engineers Employer Bargaining Agency (OEEBA), and the International Union of Operating Engineers, Local 793, a clause was placed within the agreement giving the union local complete control over the training trust fund:

As of the effective date of the Provincial Collective Agreement, the OEEBA will agree to amend the Trust Agreement of the Training Trust Fund ("Trust Agreement") so that the OEEBA shall no longer be a party association to the Trust Agreement and will no longer have the right to appoint Trustees to the Board of Trustees, and any power of appointment which they have will be transferred to Local 793, which shall appoint all of the members of the Board of Trustees. (International Union of Operating Engineers, Local 793, 2004)

The above example points to a union gaining complete control over the operation of the training trust fund; however, not all contracts stipulate that the union should have total control over the trust fund. In the second contract, where control of the trust fund was spelled out, joint custody of the training fund was established.

"Such a Trust Fund is to be established and jointly trusteeed with equal representation of Management and the Union" (International Union of Operating Engineers Local 955, 2003). Once again, it is difficult to ascertain which contracts establish joint trusteeship of training funds and which contracts grant unions sole responsibility of training funds. However, it is important to note that an examination of training trust fund clauses demonstrates that control over the

operation and funding of training funds is well within the powers of unions to establish in collective agreements.

Although the operation of trust funds is not often spelled out in collective agreements, two contracts did provide some indication of the purpose of their respective training funds. The contract signed in 2004 between the Construction Labour Relations Association of B.C. and Teamsters Local Union No. 213 provides a general overview of how the fund operates. “Training Trust Fund shall be used to provide workmen (sic) with the opportunity to acquire and improve their skills in accordance with the plan contained in the Trust Agreement between the Local Union and the Construction Labour Relations Association of B.C.” (Teamsters, Local 213, 2000).

In the above clause, the employer and union plan to work together to provide skill upgrading to current employees. However, it should be noted that, generally, the purpose of training trust funds is not limited to the training of current employees, as outlined in the Residential Painting Contractors of Ontario’s collective agreement with the Ontario Council of the International Union of Painters and Allied Trades District Council 46, (Local 189f):

The purpose of the Fund includes: (a) upgrading the skills of employees in commercial and industrial applications of materials and use of equipment; (b) assisting employees in all phases of training and education; RESIDENTIAL AGREEMENT 13 (c) encouraging applicants to enter the painting trade. (International Union of Painters and Allied Trades District Council 46, (Local 189f), 2004)

The clause within this agreement stipulates that the training fund should be used for current employees and as a way of encouraging future workers to enter the trade.

On-the-Job Training Clauses Within Collective Agreements

On-the-job training clauses were found in many collective agreements. Essentially, on-the-job training refers to any learning that may take place in the workplace while performing one's job. The learning is often done with coworkers in an informal setting, but can also be done in a more formal and structured environment. Often, it is the more experienced workers who provide on-the-job training for newer workers. Workers who receive on-the-job training, whether through workplace programs or through more informal means, return the favour to future workers by acting as mentors and teachers for the next generation of workers. This section of the paper will examine the purposes, benefits and organization/delivery of on-the-job training programs.

Most of the collective agreements related the importance of on-the-job learning to improving the learning environment for workers within the organization. Just like other methods of training, on-the-job training is seen as integral to both employers and employees as a tool for keeping workers up to date with technological change in the workplace.

On-The-Job Training: It is the Company's practice to continue on-the-job training to ensure Bargaining Unit employees (with the basic knowledge and the ability to be trained), will be provided with the opportunity to keep current with new methods, tools, machines and new technology affecting their work and job security. (International Association of Machinists and Aerospace Workers Northwest District 250, 1999)

Although a bit vague in its intentions, the 1999 agreement between Avcorp Industries and the International Association of Machinists and Aerospace Workers Northwest District 250 outlines the basic premise behind most on-the-job training programs – achieving an effective and efficient way of training workers. On-the-job training, for the most part, affords the organization a more economical way of training its workforce.

Hydro agreed to provide more information on courses and how to access same to employees for both home study and on-the-job training and the Union agreed to cooperate, by attempting to reduce associated Collective Agreement costs for training activities of this nature. In recognition of, and in the spirit of, the intent of this agreement, the parties agree that employer provided training to an individual that provides for skill development related to their work shall not attract overtime rates of pay. (International Brotherhood of Electrical Workers, Local 258, 2002)

As well, workers benefit from having a more informal, hands-on environment for practical learning. What needs to be part of collective agreements is the recognition that valuable learning is taking place in these informal settings, and that this learning should be rewarded accordingly.

One way that informal learning is recognized in some collective agreements is by rewarding workers with advancement in the organization. At Tolko Manitoba Inc., the employer recognizes the importance of on-the-job training and offers promotions for those who participate in the program:

Sawmill Training Program. The purpose of this program is to provide on-the-job training in order that employees can move into permanent vacancies as they occur, to improve the knowledge and skill of the employees employed in the operation and to provide suitable trained employees for skilled jobs within the operation. (Industrial Wood and Allied Workers of Canada, Local 324, 2001)

This appears to be an excellent idea for worker training in the workplace; however, the problem still arises as to who will pay for the cost of the program. In almost all of the collective agreements, it appears that the material costs are handled by the employer, with some of the other expenses, mostly associated with the employee's time, covered by workers.

The collective agreements, for the most part, identify the importance of keeping current with changes in the workplace as the main purpose for on-the-job training. It seems as though both management and unions recognize that workers must be given the opportunity to adapt to technological change in the workplace – not only to benefit the organization, but to allow workers an opportunity to develop much-needed skills.

It is also agreed that the workers affected by the introduction of new technology should have every opportunity to apply themselves to the new skills and the new technology. The Company will assume the cost of on-the-job training to afford bargaining unit employees the opportunities to keep current with new methods, tools, machines, and new technology affecting their work and job security. (CAW, Local 1987, 2005)

Many of the collective agreements cited on-the-job training as a tool for worker advancement. Rather than mandate formal education courses for workers, management, in many contracts, is willing to recognize the informal learning that takes place on the job when deciding on worker advancement.

The Employer may introduce a system of on-the-job training so that Employees may have the opportunity to receive training and qualify for promotion or transfer in the event of a vacancy arising. Accordingly, Employees may be allowed regular opportunities to learn the work of higher or equal positions during regular working hours by working together with senior Employees for temporary periods, without affecting the salary or pay of the Employees concerned. (Teamsters, Local 395, 2001)

It is important to recognize the informal education that takes place in the workplace, and the prior learning that workers bring to the workplace, by rewarding the efforts of workers who learn and teach on the job; after all, a large portion of workers experience this type of learning (Betcherman, 1998). The knowledge that workers acquire in informal on-the-job settings should be rewarded through advancement and monetary compensation, as this type of learning can bring great value to the organization (see Livingstone, 1999).

Along with technological change affecting workers, there is also the possibility of job loss. If organizations feel the need to displace workers, there should be some form of training offered to allow workers an opportunity to find employment elsewhere. For senior workers who are able to retain employment,

but in a different role with the company, an on-the-job training program is used to train them for their new roles.

Where a reduction of staff is required the Company will endeavour to make the reduction through normal attrition. Where jobs are revised or new jobs are created the Company will provide on-the-job training to those affected without loss of pay or cost to the employee. (Office and Technical Employees Union, Local 15)

Through an examination of current collective agreements, it becomes apparent that on-the-job training is the preferred method for retraining when companies are forced to reorganize the workforce. A company that chooses to restructure its workforce is likely suffering financially. On-the-job training becomes an attractive alternative because it is the most cost-effective way to retrain the workforce.

When on-the-job training is offered by an organization, the costs are often sustained by the employer. The employer usually supplies the time and resources required, as well as the instructors. It appears the incentives for establishing on-the-job programs far outweigh the costs incurred by employers.

In addition to on-the-job training which will be provided, an employee who has shown an interest in advancing to a Special Progression Trade will be expected to attend such classroom instruction as may be deemed necessary by the Company. Such employee will receive an allowance at his average hourly rate for the actual hours in attendance at classroom instruction that is conducted outside of working hours. (United Steelworkers of America, Local 5220)

The benefits of advancing workers through the company seem to drive many of the on-the-job programs. In one collective agreement, a provision was made to pay workers who chose to mentor junior workers and provide on-the-job training:

Rail Traffic Controllers selected for the "on-the-job" training will be paid an allowance equivalent to 1 hour's pay at the employee's basic

straight time rate for each day, or portion thereof, in which they have a trainee or trainees assigned to them, in addition to their regular compensation for that day. (Rail Canada Traffic Controllers, 2000)

The above example demonstrates a company's willingness to implement learning and mentoring programs within the organization.

The establishment of on-the-job training clauses within collective agreements is an important first step towards recognizing the informal learning that takes place within the workplace. Granting the resources and time for employees to participate in on-the-job learning programs allows workforces to remain competitive in global markets during this time of rapid technological change.

Occupational Standards Within Collective Agreements

The occupational standards within a collective agreement refer to the requirements or credentials one must hold prior to filling a position within an organization. Quite often, these requirements are not spelled out in collective agreements. The reason for this is likely due to existing laws that prevent unlicensed or unqualified individuals from accepting employment in certain sectors or jobs. A classic example would be an unlicensed doctor attempting to open a practice or a pilot flying a plane without the proper training. The question of public safety enters the picture if laws are not put in place to prevent unqualified candidates from filling vacancies in certain occupations, such as doctors, airline pilots, or truck drivers. This is part of the reason that many of the collective agreements did not spell out the exact requirements for entry into the organization.

Following Accepted Practices. The Company recognizes provincial regulations governing licensed professionals and follows accepted practices regarding employment of these employees. Thus the Company requires that certain positions be filled by professional employees holding membership in professional licensing bodies and that such members formally stamp documents prepared by or under the technical supervision of themselves in the manner prescribed by the relevant licensing body. Internal competition postings and external advertisements will state these mandatory requirements. The Company will ensure that such employees are provided with facilities and other support necessary to such professional practice. (The Society of Professional Engineers and Associates, 2003)

Often in collective agreements, any occupational standards surrounding appropriate hiring criteria are reduced to concise clauses that mandate

prospective employees to be in good standing with a college or to hold a licence to work within the organization.

Although not often explicit in the qualifications for employment, collective agreements often spell out in detail the consequences for failure to maintain the proper credentials.

If any qualifications lapse during the leave of absence, the Pilot shall be available to take the required training and proficiency checks. The Pilot shall be responsible for any expenses as per SECTION 19 incurred during re qualification. A Pilot shall forfeit his seniority and shall be deemed to have resigned from the Company if; a) He does not provide proper written notice required under this Section, or b) He fails to report for the required training and proficiency checks, or c) He does not return to work at the expiration of his leave of absence, or d) He does not receive the required approval and engages in flying for remuneration. A Pilot returning from an authorized leave shall resume his last held permanent assignment subject to seniority and re qualification. This could result in another pilot being bumped. (Air Line Pilots Association, 2002)

In the above example, the employee is given the opportunity to qualify once again for the position; however, it is at his/her expense.

Some of the collective agreements did afford employees the opportunity to seek additional training if it was required by the company or by the licensing body. Some contracts allowed workers leave times to write examinations in order to maintain licences. "Special Time Off: To write examination for the improvement of professional qualifications... or 1 day off to attend own graduation" (Ontario English Catholic Teachers' Association, 2002). Other collective agreements stipulate that the employee shall receive pay for time needed to complete required examinations. For example, interns with the

Professional Association of Interns and Residents of Ontario are given required leave for tests and examinations:

Each intern and resident shall be entitled to paid leave for the purpose of taking any Canadian or American professional certification examination; for example, Royal College examinations, LMCC, ECFMG, CFPC. This leave shall include the exam date(s) and reasonable traveling time to and from the site of the examination. This leave shall be in addition to other vacation or leave. (Professional Association of Internes and Residents of Ontario, 2002)

Some provisions go so far as to mandate employers to pay for the fees required to maintain employees in good standing with licensing bodies. "Annual fees for a membership in a professional association required by the Corporation to maintain the professional certification of an employee in the performance of his duties shall be paid by the Corporation" (The National Automobile Aerospace Transportation and General Workers Union of Canada (CAW), CORNWALL, 2001).

Only a few of the collective agreements presented clauses that demonstrated an employer's willingness to promote workers from within, through the completion of licensing programs.

STUDENT SUPPORT Whereas the Parties recognize that it will be mutually beneficial in the continued course of providing an all ALS service to provide assistance to employees to upgrade their training from an Emergency Medical Technician (EMT-A) professional qualification to that of a Paramedic (EMT-P). In order to facilitate this current direction of providing an all ALS service the Parties agree as follows: The City of Edmonton will assist an additional ten (10) EMT-A's over the next two years from the date of ratification until December 1,2005, to upgrade their professional qualifications to licensed Paramedic. (Canadian Union of Public Employees, Local 3197, 2003)

Promoting from within was not a common occurrence in the collective agreements observed for this project. Most of the time, employers expected

workers to come to the organization with qualifications in hand; however, there could be benefits to adopting Edmonton's policy of promotion from within.

Health and Safety Clauses Within Collective Agreements

Health and safety clauses are ubiquitous in collective agreements. It is quite apparent that health and safety are important to employers and unions, as both parties seem willing to establish training programs to educate workers about safety in the workplace. Some of the collective agreements pointed to joint establishment and administration of health and safety training programs.

“Labour-Management Committee: Health and Safety Training (new addition) - To be established to create a mutually acceptable system to document the health and safety training of employees” (Ontario Laborers' International Union of North America, Local 183, 2004). In many of the collective agreements, management and unions deemed it a collective responsibility to establish training programs to educate workers on proper workplace safety.

The content of the health and safety programs varied from the general, where some collective agreements only spoke about common health hazards, to more specific industry-related health and safety issues. For example, the Ford Motor Company speaks in generalities surrounding health and safety: “The health and safety training program will include training on legislation, ergonomics, procedures to handle employee safety concerns and procedures to reduce work refusals in the workplace” (CAW, Locals 200; 584; 707; 1520). The exact content of each training program and how it may specifically relate to each job was not spelled out in this collective agreement. In the contract between the CAW and General Motors, however, health and safety issues were discussed at great length with reference to specific job positions.

Two common themes that ran through most of the health and safety training clauses were Workplace Hazardous Material Information System (WHMIS) training and issues surrounding ergonomics. It seems that these two issues cut across many industries and reflect the biggest threats to workers being injured on the job. Both of these issues prompt workers to report the workplace hazards to their employer. Establishing what can be considered a danger in the workplace (what is worth reporting) is often done in training programs. It is for this reason that unions must remain partners with management to jointly manage health and safety training programs. What constitutes a workplace hazard should be established through the input of unions, allowing workers a greater voice in their workplace safety.

The funding for health and safety programs is the responsibility of management. In some instances, a union will use some of its training funds for health and safety training, but, for the most part, it is the company that will establish and fund such programs. The funding can either be done at the discretion of the employer through a lump-sum annual payment, or through a rate based upon employee hours, similar to the way employers create pension funds or other training funds. The following is an example of the rate system: “Local Health and Safety Fund (new): Effective following ratification, employer contributes \$.01 per hour worked for the purpose of union health and safety training and the funding of health and safety programs within the local” (CAW, Local 114, 2004).

The funding for health and safety can include monies for training programs, work material (boots, vests, etc.) or training health and safety committee members. "Employees, who are members of the Health and Safety Committee, shall be entitled to a minimum of one paid leave per year to attend a health and safety training session approved by the Committee" (Communications, Energy and Paperworkers Union of Canada, Local 200-0, 2003). The committee members in the above case are workers from the union who will, in turn, train other workers regarding proper health and safety procedures in the workplace. In the example below, the organization is willing to appoint a health and safety representative and provide and subsidize training time to aid in carrying out his/her duties:

The Company will provide the Health and Safety Representative appointed above with a minimum of forty (40) hours of health and safety training per year. The Company will pay any tuition, lost time, and other expenses in accordance with Company policy. (CAW, Local 1967, 2004)

Once again, there is a learning procedure present within collective agreements that allows workers to gain and share knowledge, with the financial support of management. It should also be noted that regardless of whether a worker is learning or teaching health and safety procedures, his/her hourly wage is used as compensation for his/her efforts.

Health and Safety: Training - A recognized Workplace Health and Safety Centre trainer will provide joint health and safety committee members with any health and safety training prescribed under the Canada Labour Code. Trainees will receive their regular shift or route hours at the applicable rate. (Employer and union to identify a 40-hour maximum health and safety program to be provided by the union; trainees to be paid their regular hourly rate for time spent attending the program.) (CAW, Locals 1090; 456; 195, 2003)

It should also be noted that some collective agreements stipulate that the learning workers experience surrounding health and safety procedures take place on a continuous basis.

All new employees shall receive 2 days of orientation and Health and Safety training before commencing work on the plant floor. All current employees shall receive health and safety training yearly. All education and training shall be given by employees, members of management or an outside contractor approved by the JOHSC. (CAW, Local 4612, 2003)

Because health and safety is such an important issue in many workplaces, it is not uncommon to find stipulations within agreements making such training yearly and mandatory.

In some instances, completion of a health and safety course is tied to the competency needed to do one's job. "It is understood by the Company and the Union that employees will be properly trained before being deemed competent. All health and safety training programs will be evaluated against that aim regularly" (CAW, Local 2228, 2002). In an industry such as the steel industry, where worker competence regarding health and safety not only affects the individual but others as well, it becomes apparent why clauses like the one above are inserted into collective agreements. As well, if technological changes alter the workplace, training regarding the safe use of new technologies is mandated in some of the collective agreements.

If technological or biological changes are introduced, similar training and education shall be provided to all Employees affected by the change. The training and education required shall include both an initial orientation period and an ongoing program to remind Employees and deepen their awareness of health and safety issues. (Canadian Union of Public Employees, Local 1521, 2004)

Finally, there was one other interesting health and safety clause within a collective agreement that, hopefully, might find its way into other agreements. Canada Post Corporation negotiated with its union a health and safety fund to be used for research on safety in the workplace:

Health and Safety Studies Fund (new addition) - Employer will establish a budget of \$200,000 per year to improve the health and safety of the work environment, focusing on: development of health and safety training materials, studies and research to eliminate workplace hazards. The national joint health and safety committee will oversee the budget, which will be used for training programs and studies that are national in scope. (Canadian Union of Postal Workers, 2003)

This proactive approach to health and safety training could provide employers and unions with better tools for addressing health and safety in the workplace through a greater understanding of what makes the workplace safe.

Part 2 – Labour Legislation in Canada

This part of the paper will examine the development of legislative practices in Canada related to educational and training leave for workers. As well, current examples of legislation in Canada that allow for education/training programs will be examined. More specifically, Quebec's Act Fostering the Development of Manpower Training, which forces employers to pay a one-per-cent payroll training levy, and the Health and Safety Acts of Manitoba and British Columbia will be examined in further detail. Finally, the paper will focus on a comparative analysis of training legislation in other countries, using the Scandinavian countries of Sweden, Denmark, and Norway as examples.

Canada lags behind many nations in providing opportunities for workers to upgrade their skills through training and education leave (Betcherman, et al., 1998). The emphasis of this part of the paper will focus on the importance of providing workers with the legal support to leave their workplace to pursue adult education and training. Currently, there are no laws in place in Canada that allow workers the legal right to take protected leave from their workplaces to upgrade their skills and training. The leaves that workers receive to participate in training courses are often negotiated through collective agreements or are provided to employees through the good graces of employers. This portion of the report will examine the importance of legislated leave times, which enable workers the opportunity to participate in adult learning without the fear of reprisal from their employers.

History of Workplace Training in Canada

Workplace training existed in Canada prior to Confederation through the master/apprentice relationship; however, for the purposes of this paper we will look specifically at the historical development of formal training courses legislated by various levels of government in Canada. Before the 20th century, training courses were offered to young persons ready to enter the workplace. Often, the courses were provided through apprenticeship programs delivered by local trades in a master/apprentice relationship. Times changed and Canada became more of an industrial nation at the turn of the 20th century, eroding the traditional master/apprentice working relationship and replacing it with the factory system of production. By the end of the 19th century, it was becoming apparent to most people that public education would have to take on a more practical role. Even labour groups, one of the more vocal opponents to technical education in the past, saw the need for it in public education (Curtis, et. al., 1992). Thus, politicians and reformers argued that it was time for public education to suit the needs of an industrial age.

With both labour and manufacturers pressing for vocational education in public schools, the Ontario government decided in 1911 to introduce the Industrial Education Act. The act would allow school boards to create technical institutions and, more importantly, boards would receive increased funding if they provided vocational training. The act essentially paved the way for technical or vocational education to take place in public secondary schools. It was hoped that this act would address some of the problems that faced a rapidly industrializing nation like Canada and provide the skilled labour necessary to fill the needs of the labour market. Although successful in graduating students with skills in the trades, vocational education has not completely solved the problems of Canada's skill shortages over the last century. In fact, as the century progressed, more and more students opted for a liberal arts education that afforded them the opportunity to attend university rather than entering the vocational or apprentice stream.

For the most part, vocational education has served young students still looking to enter the workplace; however, attempts to provide training for adult workers has not received the same dedication and funding from federal and provincial governments. The federal government initially entered adult education/training with the introduction of the Unemployment Insurance program in 1941, as a response to the high unemployment of the Great Depression (Marquardt, 1999). Over the early years of the insurance plan, the federal government primarily used the program to provide financial protection for seasonal and intermittent workers. As the years progressed, the program was modified to allow recipients to receive training, with the hopes that the unemployment workers faced would be temporary and not cyclical (Marquardt, 1999).

In 1967, the federal government passed the Adult Occupational Training Act to establish a federally mandated department in charge of labour market training. The government also set up a network of manpower agencies to provide

labour market information, employment counseling, training, and job placement for unemployed workers. Although education and training were primarily within the jurisdiction of provincial governments, the federal government justified its actions as economic policy, which was under federal jurisdiction, and not social policy (Marquardt, 1999).

On a global scale, the International Labor Organization (ILO) put forth a recommendation in 1974 that all member countries enact legislation guaranteeing paid educational leave for employed workers. The article, if adopted by member nations, would equalize learning opportunities for adults, regardless of their current job or contract. In other words, workers who traditionally suffered from low pay or long hours and worked without a collective agreement would have the opportunity to upgrade their education and skills with the support of government legislation. The article opens with:

Article 1

In this Convention, the term ***paid educational leave*** means leave granted to a worker for educational purposes for a specified period during working hours, with adequate financial entitlements.

Article 2

Each Member shall formulate and apply a policy designed to promote, by methods appropriate to national conditions and practice and by stages as necessary, the granting of paid educational leave for the purpose of--

- (a) training at any level;
- (b) general, social and civic education;
- (c) trade union education. (International Labour Organization, 1974)

The first two articles of the ILO's recommendation outline the importance of paid educational leave for workers seeking to upgrade their training, while *Article 7* urged that the financing to participate in training programs be adequate and secure:

Article 7

The financing of arrangements for paid educational leave shall be on a regular and adequate basis and in accordance with national practice. (International Labour Organization, 1974)

The federal government did not follow the recommendations of the ILO in the following decades and instead chose to continue with existing policies that did not afford workers the opportunity for protected educational leaves.

In 1994, an Advisory Group Report working on behalf of the Ministry of Supply and Services urged the government to support unpaid educational leave (England and Wood, 2005). The group argued that both employers and the economy would benefit from such legislation, making Canada a more competitive marketplace in the global economy. As well, the group argued that the temporary leave by some employees would create temporary vacancies for unemployed workers and help alleviate some of the pressures employers faced to lay off workers. Although never enacted, it is worth noting that the recommendations were for *unpaid* education leave, making one wonder if many workers would have taken advantage of the leave. With rising tuition and training costs for adult education in Canada, governments must put forth a training formula that involves both time and money supports for workers seeking training leave. The federal government continued to provide training and education programs for unemployed workers throughout the 1980s and early part of the 1990s. The continued involvement in provincial matters by the federal government was justified by the need to remain competitive within a global market (Lyons, et. al., 1991). Finally, in 1996, the federal government introduced the Employment Insurance Act, replacing the National Training Act, and began to transfer many of the employment programs to the provinces, to be either solely or jointly run by provincial governments (Marquardt, 1999). The act grants the federal government the power to collect premiums from employers and directly support unemployed claimants, while some of the labour market programs that provide training and labour market support are placed within the control of

provincial governments. The federal government still retains the rights to programs that could be considered “national” in their scope, such as interprovincial labour mobility and youth employment programs.

Although it appears that efforts were made to upgrade the training of unemployed workers throughout Canada’s labour history, not much was ever done to upgrade the skills of employed workers. Despite receiving recommendations from both the international community and from home, no level of government has produced legislation granting a legal right for employed workers to take educational leave to upgrade their skills.

Different Types of Legislated Employment Leave in Canada

There are various types of employment leave legislated into Canadian law; however, none of the leaves legally entitles an employee to take leave to upgrade training or pursue educational goals. Instead, most legislation in Canada surrounding employment leave deals with a worker's personal life rather than his/her work life. For example, some of the more popular workplace leaves in Canada are parental leave, emergency leave, and vacation leave. Although these types of leaves are very important for workers in Canada and serve the purposes of keeping a healthy workforce, none of the above leaves allows employees the opportunity to upgrade their training or education.

Each of the aforementioned leaves is guaranteed to almost all workers in Canada through legal statutes (new workers often are denied these leaves because they have not accumulated enough insurable hours to receive unemployment benefits). Often, the legal right to leave is coupled with funding programs offered through the Employment Insurance Act. For example, pregnancy or parental leave is funded through the Employment Insurance Act, with the EI program paying recipients part of their regular salary. The duration of the leave is left to the discretion of the provinces; however, every province provides funding for workers who opt for pregnancy leave. Prior to taking pregnancy leave, workers must have worked for the employer for a set period of time established by the provincial government, usually ranging from three to 12 months. Upon the completion of pregnancy leave, workers are entitled to return to their jobs at the rate of pay they received prior to the leave. If the job has

changed or is unavailable to the returning worker, a comparable job at equivalent pay and benefits must be provided.

The other types of leave – emergency, bereavement, vacation, and sick leave – all function in a similar fashion to pregnancy leave, in that they are guaranteed by law and provide workers with a return to employment at full pay when completed. It should be noted here that Canada has a wide variety of employment leave programs with, in some cases, the financial support of the Employment Insurance Act. It is important to recognize that a precedent has been set for allowing workers time away from their work. As mentioned earlier, the aforementioned leaves are very important to employees across Canada, and without the legal right to these leaves many workers in Canada would suffer. However, it should also be pointed out that these leaves do not specifically afford workers the opportunity to better their positions as employed persons by upgrading their skills and reaching their potential.

Apart from pregnancy/parental leave, the opportunities to take leave are not funded by any level of government. Also, apart from pregnancy/parental leave, workers are not leaving their employment for a significant time and often not for a positive reason. It is for these reasons that education leaves should exist to protect workers who choose to pursue positive training and learning experiences. These educational leave opportunities could help reduce stress in the workplace and provide an increase in workplace confidence and productivity.

The 2004 WALL data demonstrates a need for employers to allow greater opportunities for workers to upgrade their skills. The survey shows that

employed workers find their jobs to be quite stressful. In fact, 66 per cent of full-time workers found their jobs to be stressful at least half of the time. Only 6.1 per cent of full-time workers felt no stress in the workplace.

Table 9 – How often do you find your job stressful?

	Number of Respondents	Percentage
All the Time	230	10.5
Most of the Time	453	20.7
About Half of the Time	760	34.8
Seldom	604	27.6
Never	132	6.1
Don't Know	8	0.4
Total	2186	100.0

At the same time, about half (50.9 per cent) of full-time employed respondents felt that over the past five years there was an increase in the overall skill level required to perform their jobs. It appears that jobs are becoming more stressful and are requiring employees to upgrade their skills in order to maintain their current performance levels.

Table 10 – In the past 5 years has the level of skill required to perform your job increased?

	Number of Respondents	Percentage
Increased	1102	50.9
Stayed the Same	971	44.9
Decreased	62	2.9
Don't Know	28	1.3
Total	2163	100.0

One remedy to reduce job stress could be found in adult education or training courses. As mentioned earlier, many of the respondents feel that their jobs are stressful and that the skill level to perform their jobs is increasing. When asked about the helpfulness of adult education courses in performing their jobs better, 76.9 per cent of respondents felt the courses were either “very” or “fairly”

helpful. There exists the potential for many workers to benefit from educational leaves, as courses may help workers perform their jobs with greater ease.

Table 11 - Helpfulness of Course – To do your job better

	Number of Respondents	Percentage
Very Helpful	447	42.7
Fairly Helpful	358	34.2
Not Helpful	236	22.5
Don't Know	7	0.7
Total	1049	100.0

As stated earlier, employers must provide the time and resource support necessary to allow workers to participate in adult education courses. After all, it is the lack of time and resources that impedes many workers from participating in education and training courses. The WALL data shows that workers find formal education courses helpful in performing their jobs better. The tables above point to a need for legislation to be put in place to remedy the problem of a lack of time and money many workers face when trying to participate in adult education courses.

The Quebec Act Fostering the Development of Manpower Training

Introduced in June of 1995, the Act Fostering the Development of Manpower Training (ACT) provided a system of generating funds for training programs in Quebec. The ACT was based upon the French experiment, the *Delors Act*, where employers were obligated to pay 1.5 per cent of the payroll on training programs (Berube, 2005). The objective of the Quebec ACT is spelled out in the introduction of the statute and reads as follows:

The object of this Act is to improve manpower qualification through increased investment in training and through concerted action between management, unions and community partners and the education sector, and thereby foster employment, manpower adjustment, integration into employment and labour mobility. (Ministry of Employment and Social Solidarity, 2005)

Adding to this, the Quebec Ministry of Education emphasized the importance of lifelong learning as a tool to strengthen Quebec's labour force:

There is a consensus on two key ideas concerning adult education and continuing education and training: the need to clarify the orientations of Quebec society on this important issue, and the need to establish a culture of lifelong learning in Quebec. These two ideas have led to the development of the present policy. The policy is intended to bring together, mobilize and provide structure; it proposes an evolution in keeping with the needs and aspirations of Quebec society. It is based on many consultations that showed a strong consensus on several points.

One of these was that Quebec society does not place enough importance on lifelong learning and that individuals and businesses should become more involved in it in order to adapt to the fast pace of change in our knowledge-based society. (Ministry of Education, 2002)

The Quebec government introduced the ACT with the intention of bringing together government, business and unions to work in concert to alleviate the training deficit in the province.

The ACT essentially functions as a payroll “tax” for companies whose total payroll exceeds one million dollars. Rather than going to a government agency or ministry, the money raised through the “tax” is kept within the organization. The company is required to spend one per cent of its total payroll each year on the training of its personnel. The money raised through the one-per-cent payroll tax is placed into a company fund for use in training and skill-upgrading programs. If the company does not spend one per cent of its payroll on training programs, it must then pay the difference to the Ministry of Revenue. The Revenue Ministry will then redirect the money into a public training fund (Berube, 2005). It should be noted that the ACT is a mandatory program for corporations with a payroll over two hundred and fifty thousand dollars. It is for this reason that some employers see the ACT as a tax rather than a training program. For employers in the ACT program, there is no option as to whether they devote funds towards the training of their workforces.

There is one provision in the funding formula that allows employers to carry over “extra” funding from one year to another:

Where the total of an employer's eligible training expenditures applicable to a year is greater than the amount of his minimum participation fixed pursuant to section 3 for that year, the excess amount is carried forward to the following year and becomes eligible training expenditures for that following year. (Ministry of Employment and Social Solidarity, 2005)

The provision allows any money that exceeds the one-per-cent level to be carried forward to the next year and counted against the one-per-cent minimum payment. For example, if company X has a payroll of 3 million dollars, it must put \$30,000 toward its training program. If that same company spends \$40,000 in a given year on training programs, it is entitled to carry over the excess (\$10,000) to the following year and pay only \$20,000 on training without receiving a penalty. This provision allows for greater flexibility in the training program scheme, as employers are not tied to an exact amount of spending per year.

It is also worth mentioning that the ACT outlines what can be considered a legitimate training expense. The ACT states early on that, “Eligible training expenditures are determined in accordance with the regulations made by the Commission” (Ministry of Employment and Social Solidarity, 2005). It appears that if there is some doubt as to whether the training expenditure applies to the one-per-cent payroll fund, the Ministry of Employment and Social Solidarity will determine if the training payment is legitimate. Legitimate training expenditures include the following:

- 1) training given by a recognized educational institution;
- 2) training given by a training body, including a non-profit organization, or by a training service or instructor accredited by the Minister of Employment and Social Solidarity and, where required, for which accreditation has been granted;
- 3) training organized by a professional order governed by the Professional Code (chapter C-26);
- 4) transferable or qualifying training given within the scope of a training plan established by an enterprise, a government department or a public body after consultation with a committee formed within the enterprise,

government department or body and whose composition is consistent with the rules determined by regulation of the Commission, if any;

5) the drawing up of the plan referred to in subparagraph 4 and the assessment of personnel training needs. (Ministry of Employment and Social Solidarity, 2005)

As well, the ACT outlines the eligible institutions involved in the training program.

They are as follows:

1) the schools, vocational training centres and adult education centres of the school boards and those of the Comité de gestion de la taxe scolaire de l'île de Montréal as well as the school boards;

2) the general and vocational colleges;

3) the institutions governed by the Act respecting private education (chapter E-9.1), in relation to educational services for which a permit issued under that Act is required;

4) the university level educational institutions and the bodies for which authorization to grant degrees, diplomas, certificates or other attestations of university studies in relation to the university education programs they offer is conferred by statute;

5) the Conservatoire de musique et d'art dramatique du Québec;

6) the Institut de tourisme et d'hôtellerie du Québec and the other institutions maintained by law by a government department or a body that is a mandatory of the State;

7) the institutions whose instructional program is the subject of an international agreement within the meaning of the Act respecting the Ministère des Relations internationales (chapter M-25.1.1);

8) the other institutions mentioned in the lists established by the Minister of Education under subparagraphs 1 to 3 of the first paragraph of section 56 of the Act respecting financial assistance for education expenses (chapter A-13.3), in relation to the study programs recognized by the Minister for the purposes of eligibility for financial assistance. (Ministry of Employment and Social Solidarity, 2005)

The ACT allows for on-the-job training as a potential avenue for training and education programs. This clause has the potential to limit opportunities for training leave programs outside of the workplace, which may be perceived as more expensive and disruptive than on-the-job training. However, it should also be noted that rules are in place to prevent an employer from creating fraudulent training programs or from using ongoing coaching or practice time as a legitimate training expense. For example, an orchestra could not use time and money spent on rehearsal as a legitimate training program, nor could a sports team use practice time. Instead, for on-the-job training to be considered a legitimate expense, the employer must stipulate a specific period of time for the training program and must demonstrate that the training allows an employee to accomplish a new task or perform the job differently. It should also be noted that if the employer opts for on-the-job training programs, any expenditures on equipment or modifications to the work site can be used toward the one-per-cent payroll levy.

Health and Safety Legislation in the Workplace

Safety within the workplace seems of utmost importance to provincial governments, as all provincial labour legislation contains regulations surrounding health and safety on the job. Similar to clauses within collective agreements, lengthy statutes and regulations outline the rights and responsibilities workers have in their workplaces. The difference between health and safety standards within collective agreements and those in legislated acts is simply the degree to which the employee is protected. Often, collective agreements “pick up” where legislative statutes left off, and provide a more detailed, more encompassing set of safety rules for the workplace. Health and safety legislation outlines the basic rules employers must follow to ensure that a safe work environment exists. Essentially, employers must educate workers about workplace hazards and provide opportunities for workers to question and even refuse unsafe duties.

The education that workers receive from employers surrounding workplace safety often consists of on-the-job training. The training time is often limited to one day, but workers are compensated for their efforts at their regular pay rates. In two provinces, however, legislation is in place to provide educational leave to employees looking to better understand workplace safety. In both Manitoba and British Columbia, the employer must allow workers educational leave at full pay. In British Columbia, employers also must reimburse employees for any expenses associated with training.

Manitoba

Subject to subsection (2), every employer, except an employer on a construction project, at a workplace where there is a workplace safety and health committee or where there is a workplace safety and health representative shall allow each member of the committee, the safety and health representative, or their respective designates, to take educational leave each year for the number of hours the worker normally works during two normal working days, without loss of pay or other benefits, for the purposes of attending workplace safety and health training seminars, programs or courses of instruction offered by the Workplace Safety and Health Division or approved by the Workplace Safety and Health Committee, or provided in the current collective bargaining agreement respecting the workers at the workplace. (Manitoba Labour and Immigration, 2005)

British Columbia

Educational leave

135 (1) Each member of a joint committee is entitled to an annual educational leave totaling 8 hours, or a longer period if prescribed by regulation, for the purposes of attending occupational health and safety training courses conducted by or with the approval of the Board.

(2) A member of the joint committee may designate another member as being entitled to take all or part of the member's educational leave.

(3) The employer must provide the educational leave under this section without loss of pay or other benefits and must pay for, or reimburse the worker for, the costs of the training course and the reasonable costs of attending the course.

Other employer obligations to support committee

136 (1) The employer must provide the joint committee with the equipment, premises and clerical personnel necessary for the carrying out of its duties and functions.

(2) On request of the joint committee, the employer must provide the committee with information respecting

(a) the identification of known or reasonably foreseeable health or safety hazards to which workers at the workplace are likely to be exposed,

(b) health and safety experience and work practices and standards in similar or other industries of which the employer has knowledge,

(c) orders, penalties and prosecutions under this Part or the regulations relating to health and safety at the workplace, and

(d) any other matter prescribed by regulation (Ministry of Labour and Citizens Services, 2005)

The pieces of legislation for each province allow workers to upgrade their skills, with the intention that they could train fellow workers. There appears to be an effort in these provinces to create a climate of workplace safety, ensuring workers the right to upgrade their safety training. It is unfortunate that the other provinces have not put forth similar legislation, causing their workers to rely upon collective agreements to guarantee health and safety leaves.

Health and safety training legislation, particularly the clauses that allow workers time for training leaves, should act as examples for potential reforms to current training leave policies in Canada. The importance of health and safety in

the workplace provides an impetus for provincial legislation that would allow for proper safety training time and resource support. It is about time that the federal and provincial governments recognize the importance of skill development among employed workers and place it on par with health and safety training. It isn't enough that governments provide a safe work environment, they should also provide the foundation for worker growth and development.

Examples of National Training Programs

The comparative analysis of national training programs for this paper will be limited to Scandinavian countries that, for the most part, have a relatively lengthy legislative involvement in adult education and training. Although this paper will focus specifically on Sweden, Denmark, and Norway, it should be noted that other European countries, such as Germany, England, and France, are heavily involved in adult education and training. This section will only use the examples from Scandinavia to establish what is possible surrounding legislated educational leave. The author does not claim that these countries represent typical training leave legislation among industrialized nations.

Sweden

Study leave has been an ongoing practice in Sweden since the 1970s. Educational leave for employed workers was passed into Swedish law in 1974 (Gould, 2003). Since that time, there have been challenges to the study leave program; however, the program, for the most part, has remained intact and has functioned in the same manner since its inception.

Prime Minister Olof Palme, who introduced study leave to Sweden, coined the term “recurrent education” to describe a training policy that allowed employed workers a second chance to upgrade their education (Gould, 2003). Essentially, the system of education is geared to workers who may not have had the opportunity or the inclination to complete higher education in their younger years, giving them a chance to engage in higher education at a more mature age. The act grants employees the legal right to study leave and a right to return to their

employment upon the completion of their studies. Although the act did not stipulate the type of formal education employees were to participate in, priority was given to courses offered through trade unions (Gould, 2003). During its early years, there was little problem with employees taking study leave. In fact, employers seemed to have less difficulty with study leave than with other types of leaves because it was easy to schedule workers for study leave (leaves for sickness or emergency were often a surprise and very difficult for employers to adjust to and plan for) (Gould, 1984). As a response to recommendations made by a commission studying the effectiveness of the study leave program, the priority given to trade union courses was dropped in favour of basic and vocational education courses. It was decided that workers should be given the opportunity to achieve a basic level of education first before attempting any other form of education.

Even though workers are supported legally in their study leave programs, leave to pursue further education is not as popular as it once was in Sweden. Throughout the 1990s, fewer than one per cent of the total workforce on average participated in study leave (Gould, 2003). In fact, in 1999, the peak year in the 1990s, only 0.81 per cent of the employed labour force participated in the study leave program (Gould, 2003). Comparatively, an average of five per cent of the labour force takes sick leave yearly, while 2.5 per cent of workers apply for parental leave (Gould, 2003). The reason for the recent decline could be due to the recession and high unemployment of the 1990s, which may have influenced some workers in their decision to temporarily leave their job (Gould, 2003).

On the surface, the low numbers of workers involved in study leave may appear to be a bit discouraging. However, it should be noted that Gould (2003) found that most employers were accommodating to workers who applied for the study leave program, making it a pleasant experience for most participants. Only small-business employers were resistant to the study leave program because they felt it might be too difficult and too disruptive to the company to find and use replacement workers. Similarly, small-business employers in Canada are also reluctant to allow leave time for training, citing a lack of resources as the reason (Betcherman, 1998).

Although it received criticism and some resistance over the years, the legislation granting access to study leave has been in place in Sweden for more than 30 years. The legislation has given workers the opportunity to upgrade their skills without the fear of job loss or transfer. A senior civil servant in the Ministry of Education outlined the importance of study leave to Sweden in words that are applicable to most other western nations, including Canada:

The law has a very important symbolic value. It must always be possible for individuals on their own initiative to change the circumstances of their lives. If you are dependent upon your employer's goodwill, if you are a client of a job centre, you are dependent upon the decisions of others. 'I want to improve myself for the future.' It is with this perspective that the law on study leave was established. Even if not many people take advantage of it, it is important as a principle. (Gould, 2003, pg. 82)

It is important for workers to have the legal right to improve themselves in their career and not have to rely upon the goodwill of their employer to grant them the necessary leave to complete training or basic education courses. As mentioned earlier, data from the 2004 WALL survey demonstrates that almost half of

respondents wishing to take adult education courses felt they did not have the time to do so. Legislated education leaves would help provide the necessary time for workers to pursue formal education.

Denmark

The Danish training leave program functions in a similar way to Canada's Employment Insurance training program. The big difference between the two programs is that Denmark's training leave program is designed to upgrade the skills of *both* employed and unemployed workers. Workers qualify for training leave in Denmark if they are over the age of 25, are members of the unemployment insurance fund, and are eligible for unemployment benefits (Anderson et. al., 1996). Employed workers qualify for training leave if they have worked for at least three years within the last five calendar years. Workers are entitled to training leaves lasting between one week and up to one year, with the average length of a training leave lasting a little over four weeks (Anderson et. al., 1996).

Although there is a stipulation that the employer must agree to the training leave, high participation rates over the years have pointed to the success of the program. Compared to most other countries where incidents of parental leave are far greater than training leave, in Denmark, in the first two years of the program, more people were granted training leave than parental leave (Anderson et. al., 1996). Half of those who took training leave stated that it was through their

own initiative, while the other half said it was a joint decision with management or requested by management (Anderson, et. al., 1996).

It appears that in Denmark employers are more willing to co-operate with workers in training leave programs than employers in other Western industrial countries. This has paved the way for many workers to participate in and benefit from the opportunity to upgrade skills. A survey of Danish workers involved in training leave programs in the mid-1990s showed that 90 per cent were satisfied with the program and would take leave again (Anderson, et. al., 1996). Also, it was reported in that same study that more than 70 per cent felt they could use their new skills in their present job, while 25 per cent felt that the upgrade in skills gave them the opportunity to participate in more interesting work (Anderson, et. al., 1996).

The training leave program in Denmark is not solely geared toward employed persons. The program functions, in part, to train the unemployed directly through training programs and also allows unemployed workers to replace employed workers on leave, thus giving them experience and skills in the workplace (Anderson, et. al., 1996). This is the part of the program that separates Denmark's training program from other countries' experiences with training leave. While most other governments are tempted to restrict spending during recessionary times, Denmark uses the training leave program to upgrade the skills of unemployed workers through a job rotation/sharing scheme that provides real connections to the workplace.

Norway

In 1976, Norway introduced a separate act that would entitle workers to adult education programs. The intent of the adult education act was "... to achieve a higher degree of equality (with regard to age, sex and region) regarding access and the democratization of education" (Brandt, 2000).

In 2001, the Norwegian government put in place the Education Act, which provided all adult workers the right to legal leave from their workplaces in order to pursue adult education and training. The Act entitles those employees who have been working for at least three years, and who have been employed by the same employer for the last two years, a right to full-time or part-time leave of absence of up to three years to participate in organized education and training. The education that takes place beyond the primary and secondary levels must be work-related in order to qualify for the study leave program (Government of Norway, 2005).

The act does not entitle workers compensation for study leave, but it does provide the legal support for workers to temporarily leave their employment to pursue education or training without the threat of job loss. Even though there may not be guaranteed funding for workers pursuing training or education, Norway does have in place study loans to help workers realize their educational/training goals.

The examples used in this section demonstrate the potential for other countries to enact legislation allowing workers opportunities for paid educational leave. The benefits of paid educational leave do not belong solely to the worker

on leave, but to the employer who benefits from an educated workforce. As well, unemployed workers are given the chance to gain valuable work experience and connections by temporarily replacing workers on educational leave. Finally, the economy as a whole benefits from both the reduction in unemployment and the skill upgrade of its labour force.

Conclusion

The findings from the WALL data demonstrate that many workers are willing to participate in educational leave programs, yet employees have difficulty finding time and money to participate in such programs. An examination of Canada's legislation surrounding protected educational leave time shows that workers are not given the legal support for workplace leave to pursue skills upgrading, training, or general interest learning. It is only within collective agreements that Canadian workers are provided with protected educational/training leave opportunities.

Canada must make strides toward achieving a more universal form of workplace education and training that allows employed workers to take time from their work to pursue training and education programs. Instead of having unions solely negotiate for training leaves within collective agreements, attempts should be made to establish legislated training leaves in Canada so that all workers, regardless of their current contract (if it even exists), can be given both financial support and the time from work to pursue training and education programs. This will benefit workers and the national economy, as more opportunities are presented to workers to upgrade their skills on an ongoing basis.

Provisions do exist within Canadian legislation that allow for parental, sick and emergency leaves (with financial support provided through Employment Insurance premiums) to protect workers from hardship or to support workers when financial or time restraints put undue pressure on them. In other jurisdictions, such as Europe, governments have passed legislation that supports workers' efforts to pursue further education related to the workplace. It is time for the Canadian government to recognize that workers face similar time and monetary restraints when deciding to pursue further education. It is often too difficult for workers to maintain full-time employment and pursue adult education courses in their "off hours." Allowing workers to use EI premiums for adult education, just as they would for parental or sick leave, would at least provide employees the chance to see if adult education could improve their current employment situation or enhance the general quality of their lives. Without providing a support mechanism for educational leave, many workers are left with no choice but to continue their careers at their current educational level.

Although it is preferable to have training leaves mandated by law, the next best option is for workers to push to include educational and training leaves in collective agreements. The examples of clauses within collective agreements presented in this report demonstrate the possibilities that many unions and associations have for establishing leave times and funding for training and education. Unions and associations have negotiated some very effective clauses within collective agreements that not only allow for workers to experience training support, but also create apprenticeship and training trust fund programs that support future workers in skill development. As well, some of the collective agreements provide opportunities for on-the-job training programs and, more importantly, call for employers to recognize and reward those who participate in these programs. To ensure that a culture of learning takes place in the

workplace, it is important not only to provide opportunities for adult learning, but opportunities for employers to recognize and reward the efforts of workers who upgrade their skills.

Finally, workers, governments and corporations all recognize that the workplace is changing technologically and entering a more competitive global market. A skilled workforce benefits not only the worker, but the employer and the economy as well. Companies can take advantage of the increase in skilled labour, while workers benefit from higher self-esteem, purpose, and self-efficacy, as well as gaining a greater sense of hope. It is, therefore, extremely important that governments and employers make every effort to provide workers with the opportunity to benefit from training and education leaves.

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