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Relations industrielles / Industrial Relations, vol. 36, n° 1, 1981, p. 3-34.

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URI: <http://id.erudit.org/iderudit/029124ar>

DOI: 10.7202/029124ar

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Canadian Bank Unionism

Perspectives and Issues

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and

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This paper aims at providing an adequate foundation for addressing practical and theoretical industrial relations issues likely to be important to the banking industry in the future.

In a precedent-setting 1977 decision the Canada Labour Relations Board (CLRB) permitted unionization of chartered banks on a branch-by-branch basis¹. Prior to the Board's ruling, it had been widely presumed that bank employees, in order to win certification, would have to organize on a much broader basis, i.e. regionally, provincially, or even nationally. The unwillingness and/or inability of established unions to undertake an organizing drive of that magnitude combined with the absence of any concerted self-organization efforts on the part of bankworkers themselves left Canadian banks almost completely non-union.

The only exception to this non-union situation was the Montreal City and District Savings Bank whose 1 000 employees had been organized by the Office and Professional Employees International Union (OPEIU) in 1967. The relatively small size of the City and District², its location exclusively in Quebec, and its savings bank status distinguished it from other banks. Partly as a result, the unionization of the City and District did not act as a spur to union activity elsewhere. Similarly, the organization of a number of credit unions across the country³ produced no demonstration effect which bank workers identified with and sought to emulate.

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** This research was funded by the Canada Department of Labour, University Research Committee.

¹ *Canada Labour Relations Board*, Decision #90, June 10, 1977. Service Office and Retail Workers Union of Canada and Canadian Imperial Bank of Commerce.

² The City and District had assets of \$430 millions in 1967, the year it was unionized, and \$1.2 billion in 1977. For a comparison of these figures with other Canadian financial institutions, see *The Canada Year Book*, various years.

³ Records of the British Columbia Central Credit Union.

Following the 1977 CLRB decision half-a-dozen unions and the Canadian Labour Congress (CLC) launched major bank campaigns. This activity produced unionized branches in every part of the country and in all major banks, but bank unionism clearly remains in its infancy. Certifications resulting from the first three years of intensive organizing total slightly more than 100⁴, thus accounting for only a tiny proportion of the approximately 7 000 bank branches in Canada.

Nevertheless, union organizers remain optimistic. They suggest that certain factors not present in the past, and that go beyond the CLRB decision, make bank employees unusually union prone at this time⁵. First, the feminist movement of the 1970's is cited as a factor that has made the predominantly female bank work force less willing to accept the truncated career progression and low salary levels⁶ long associated with bank employment for women. It is not a coincidence that the initial breakthrough among bank workers was made by the strongly feminist-oriented Service, Office, and Retail Workers Union of Canada (SORWUC). Second, the automation that bank are undergoing may be fostering feelings of insecurity and uncertainty among employees. Workers often find technological change threatening and thus become more receptive to union promises that collective bargaining will provide added protection. Third, the widespread adoption of collective bargaining by white collar workers in the public sector in the last ten years may have reduced the stigma white collar employees in general have attached to unionism. Employees in large private sector bureaucracies, such as banks, may be much more receptive to unionism as a result.

Therefore, despite its infancy, bank unionism has provoked a great deal of interest among industrial relations scholars, practitioners, and policy makers. Beyond an obvious interest in whether banking unionism will become widespread, concern is evident about the kind of impact that even a union challenge will exercise on bank operations, about the implications of success or failure for the Canadian labour movement, and regarding the extent to which work stoppages might inconvenience the public. For researchers, great potential exists for exploring a host of important subjects ranging from why workers organize to managerial response mechanisms, particularly in light of the piecemeal, branch-by-branch organizing pattern which seems to be emerging.

4 Records of the Canada Labour Relations Board.

5 The foregoing discussion is based on discussions with union representatives, union organizing literature, newspaper and magazine articles, and The Bank Book Collective, *An Account to Settle*, Vancouver, Press Gang Publishers, 1979.

6 BOSSEN, Marianne, "Manpower Utilization in Canadian Chartered Banks", *Study of the Royal Commission on the Status of Women in Canada*, Ottawa, Information Canada, 1971; Marianne BOSSEN, *Employment in Chartered Banks: 1969-1975*, Study sponsored by Advisory Council on the Status of Women and Canadian Bankers' Association, 1976.

Despite this interest, however, relatively little information currently is available with respect to industrial relations actors, the legal framework, bargaining structure, or a potential "web of rules". In other words, the major elements of the labour-management system⁷ in banking have yet to be systematically examined. The primary objective of this paper is to provide an adequate foundation for addressing practical and theoretical industrial relations issues likely to be important to the banking industry in the future. The analysis is divided into five parts. The first four sections detail: 1) the employment environment in banking; 2) the CLRB decision to permit single branch bargaining units; 3) early organizing patterns and the record of key participants; and 4) a sample of bank collective agreements as well as contracts negotiated in Canadian credit unions and trust companies and banks in the United States. The fifth and final section of the paper draws attention to several specific issues which warrant attention and suggests ways in which these issues might be treated.

THE EMPLOYMENT ENVIRONMENT

Federally chartered banks in Canada together employ over 150,000 people⁸. "Near banks" such as credit unions, trust and mortgage companies, and provincially chartered savings institutions (e.g. Province of Alberta Treasury Branches) bring the number of people engaged in banking services to more than 175,000⁹. The largest five banks clearly are dominant accounting for 65 percent of the bank work force and three-quarters of total assets¹⁰.

Nationwide branch systems characterize Canadian banking. The Royal Bank of Canada, for example, has over 1,500 branches in virtually every part of the country¹¹. In most of the banks, individual branches average slightly less than twenty employees but may have as few as five employees in some cases. At the other extreme a "main branch" can employ several hundred workers. Figure 1 represents an actual organization chart of a 25-person branch of one of the major banks¹². While job titles vary from bank to bank, Figure 1 illustrates the basic organization of a typical larger-than-average branch.

7 DUNLOP, John, *Industrial Relations Systems*, New York, Holt, 1958.

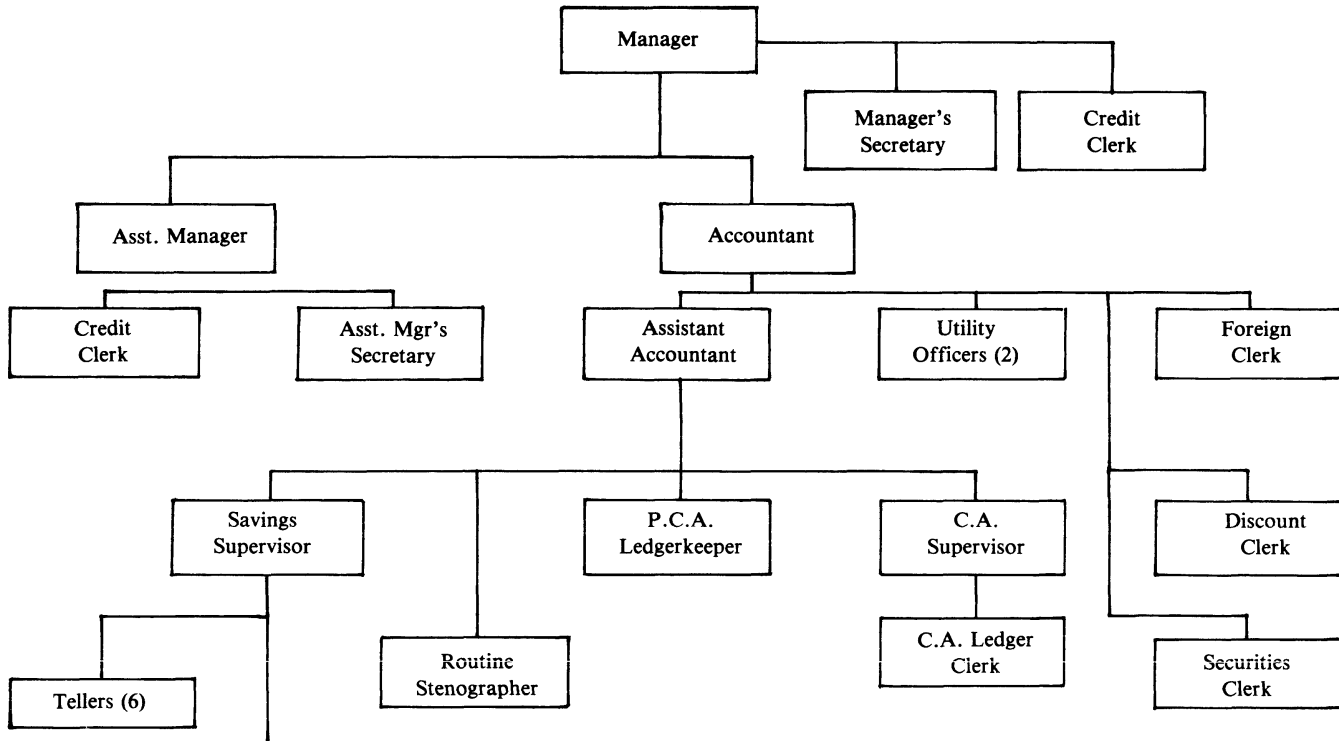
8 The Canadian Bankers' Association, *Factbook*, 1979-80, p. 6.

9 Credit Unions alone employ 25 000 people. See Statistics Canada, Catalogue 61-209, *The Credit Unions*.

10 These figures are estimates and are based on data obtained from the following sources: Royal Commission on Corporate Concentration, Presentation by the Canadian Bankers' Association, Dec. 1975, p. 15; and *Canada Year Book*.

11 *Financial Post*, September 1, 1979, p. 1.

FIGURE 1
Organization Chart



Part-time Clerical

Branch Management

Normally, a branch manager and an accountant (in some banks the accountant is referred to as branch administrative officer or administrative manager) constitute the managerial component at the branch level. Larger branches, such as in Figure 1, may have an assistant as well. The branch manager is responsible for the overall operations of the branch but his chief concern lies with the financial viability of the branch. Day-to-day operations of the branch are left to the accountant. In effect an office manager, "the branch accountant plans, organizes and directs the routine activities of the branch and supervises all personnel below the rank of accountant"¹³.

Generalizations about the degree of actual decision making power exercised by branch management with respect to *personnel practices* must be made cautiously. In theory, the wages, hours and working conditions of most branch employees are established on national or regional bases by each bank. Recruitment, especially in urban centers, often is handled by central recruiting offices which screen and place employees into branches as need dictates. Most personnel forms (applications, performance appraisals) are standardized throughout a given bank. In matters relating to discipline, promotion and transfer, branch management usually only has the power to recommend, it is the national or regional office that makes the final decision¹⁴.

Yet, set against these centralizing tendencies are a number of decentralizing ones. Recommendations initiated at the branch level involving hiring, assessment, promotion, discipline and termination are only infrequently not implemented¹⁵. Furthermore, a variety of informal arrangements appear to have arisen which enhance local discretion. One accountant described how after becoming friendly with the staff at the bank's urban recruitment center, he was usually able to obtain the specific person he

12 The organization chart which appears as Figure 1 was presented as an exhibit by a major bank during a Canada Labour Relations Board hearing.

13 BOSSEN, "Manpower Utilization in Canadian Chartered Banks", p. 10.

14 The preceding discussion was based on: *CLRB Decision #90*, June 10, 1977, SORWUC and CIBC; *Canada Labour Relations Board, Decision 91*, June 10, 1977, Canadian Union of Bank Employees and Bank of Nova Scotia; Canada Labour Relations Board, *Transcripts of Proceedings*, SORWUC and CIBC, April 18 to April 22, 1977, Vancouver, B.C.; BOSSEN, "Manpower Utilization in Canadian Chartered Banks".

15 Testimony of Mr. E.S. DUFFIELD, Senior vice-president of Human Resources and Administration, CIBC before CLRB, CLRB, *Transcripts of Proceedings*, SORWUC and CIBC, p. 166.

wanted to fill branch vacancies. During another interview, a former assistant manager explained that rather than recommending an especially able employee for promotion, branch management might attempt to reward such an individual in other ways since promoted employees typically were transferred. These "other ways" could involve merit increases, special scheduling arrangements or manipulation of the job classification system. These examples, though based on only a small number of interviews, suggest that in practice, branch management may have greater scope in personnel matters than appears to be the case on paper. These illustrations also suggest that because branch management discretion in personnel matters partially rests on the success of informal arrangements, much variation could be expected from branch to branch.

It is not yet clear how the *labour relations function* will develop within the current management structure nor what effect unionization will have in some of the informal personnel arrangements which have evolved. Thus far, managers of unionized branches usually have attended negotiating sessions, but in an ancillary role. Depending on the bank involved, negotiations are headed by head office or regional staff, outside industrial relations consultants, or labour lawyers. Although collective agreements designate branch management as the employer's representative in the first two steps of the grievance process, it remains to be seen how much actual grievance authority branch accountants and managers will possess in practice. Generally, a collective bargaining relationship places a high premium on consistency, suggesting that the informal decentralizing tendencies evident with respect to personnel practices are less likely to emerge in the labour relations function. Furthermore, it might be hypothesized that informal personnel arrangements will be curtailed in matters that conceivably are bargainable.

Non-Managerial Staff

As can be seen from Figure 1, non-managerial branch staff perform a variety of functions under numerous job titles. Broadly defined however, the majority are engaged either as tellers, in fairly routine clerical tasks, or in secretarial capacities. An investigation of employee distribution at three major banks found that tellers (25%), clerks (25%) and individuals providing secretarial and typing services (10%) accounted for sixty percent of all employees across the system¹⁶. Further analysis showed that virtually all (97%) of the employees in these positions were women. By contrast, less

¹⁶ BOSSEN, *Employment in Chartered Banks*, p. 26.

¹⁷ *Ibid.*, p. 26.

than half of the branch accountants in the three banks and only four percent of the branch managers were women¹⁷. It was found overall that forty percent of male bank employees were in positions of management in 1975, but less than five percent of female employees were so classified¹⁸. Thus, while female bank employees outnumber their male counterparts by a three to one ratio¹⁹, women are substantially under-represented in management and over-represented at lower levels. Salary levels reflect these employment patterns: in 1975, three quarters of female bank employees earned less than \$8,000 annually compared to only ten percent of the men²⁰. Investigations have also revealed that turnover among non-managerial branch personnel is substantial (35% annually)²¹, the majority of staff have no more than a high school education²², approximately twenty percent work on a part-time basis²³, and among full-time women workers close to forty-five percent are single versus twenty-five percent of the men²⁴.

THE BARGAINING UNIT QUESTION

The decentralized physical structure and highly centralized operating procedures characteristic of Canadian banks has produced a high degree of organizational complexity and differentiation²⁵; as a result, the bargaining unit question has been unusually controversial and problematical. Employees of federally chartered banks are governed by the *Canada Labour Code* and under this statute it is the responsibility of the Canada Labour Relations Board to delineate appropriate bargaining unit dimensions in any given situation. Uncertainty prior to 1977 with respect to the Board's position has been offered as a major reason for the non-union status of bank employees until then.

18 *Ibid.*, p. 25. The proportion of women in management represents an improvement from 1968 when Bossen found that only 1.7% of women bank employees were in managerial positions.

19 Canadian Bankers' Association, *Factbook*, p. 6. It is interesting to note that the gap has been widening. In 1967 the ratio in favour of women was less than two to one.

20 BOSSEN, *Employment in Chartered Banks*, p. 22.

21 *CLRB Decision #91*, June 10, 1977, CUBE and Bank of Nova Scotia; *Canada Labour Relations Board, Decision #111*, November 3, 1977. Service, Office and Retail Workers Union of Canada and The Royal Bank of Canada.

22 BOSSEN, *Employment in Chartered Banks*, p. 31.

23 *Ibid.*, p. 7; 11.

24 *Ibid.*, p. 10.

25 LAWRENCE, P.R., and J. LORSCH, *Organization and Environment*, Cambridge, Mass., Harvard University, 1967.

The uncertainty was rooted in a 1959 CLRB decision involving a Kitimat, British Columbia branch of the Bank of Nova Scotia and The Kitimat, Terrace and District General Worker's Union, a directly chartered local of the CLC. The union applied to the Board to be certified as bargaining agent for tellers, clerks, ledgerkeepers and stenographers at the single Bank of Nova Scotia branch in Kitimat. At the time the application was made, the proposed bargaining unit comprised a total of three persons. The Board rejected the union's application, arguing that such a small, isolated unit would be unlikely to have a real prospect of functioning effectively.

However, the Board then attempted to limit the wider ramifications of its decision. It explicitly stated that its ruling did not constitute agreement with the bank's contention that the only appropriate unit was one that included all its non-managerial personnel in Canada, declared that its decision had been reached only on the basis of the particular facts of the Kitimat situation, and suggested that "it may well be that units of some of the employees of a Bank, grouped together territorially or on some other basis, will prove to be appropriate, rather than a nation-wide unit"²⁶. These qualifying statements notwithstanding, the apparent rejection by the Board of the single branch bargaining concept coupled with the absence of a definitive alternative significantly reduced the likelihood of bank unionism. High turnover rates, scattered locations, and uncertainty whether any unit short of a nation-wide one would prove acceptable discouraged interested unions. More importantly, the Kitimat decision may have created confusion among bank employees themselves as to their rights vis a vis unionization. The president of the Service, Office and Retail Workers Union of Canada (SORWUC), testifying before the CLRB in 1977, elaborated this proposition as follows:

I have been involved in actually approaching bank employees and trying to convince them to join the union... Probably the most important problem we deal with is that many bank employees respond to us by saying... yes, a union for bank employees is a good idea... yes, we should be entitled to union protection and collective bargaining rights like other employees but we don't believe that it is possible. They say things like... the Government would never allow it, a union in the banks... the Bank Act would have to be changed in order to allow bank employees to unionize. In general... most bank employees are not really aware that they have the legal right to organize into unions²⁷.

²⁶ *Canada Labour Relations Board*, September 11, 1959. Kitimat, Terrace and District General Workers Union, Local 1583, Canadian Labour Congress and The Bank of Nova Scotia.

²⁷ Testimony of Ms. Jean RANDS, President of SORWUC before CLRB, *Transcripts of Proceedings*, SORWUC and CIBC, pp. 55-56.

If the bank's ability to remain non-union was facilitated by the 1959 CLRB decision, there can be little question that the reversal of this decision in 1977 dramatically enhanced union prospects. In August 1976 two unions, apparently independently of each other, filed applications with the CLRB for certification at several branches of the Bank of Nova Scotia, the Bank of Montreal, and the Canadian Imperial Bank of Commerce (CIBC)²⁸. The CLRB conducted hearings in the spring, 1977, and in a series of precedent setting decisions ruled that a single branch of these banks did constitute an appropriate unit for bargaining. The key decision in this regard involved SORWUC and the Canadian Imperial Bank of Commerce²⁹. In that decision, and later ones, the Board not only accepted that a single branch was an appropriate unit for bargaining, but explicitly rejected the appropriateness of nationwide or province-wide bargaining units³⁰.

In the SORWUC — CIBC decision, the Board elaborated in some detail why it considered a single branch an appropriate unit. First, it was proposed that "employees consider the single location unit a natural unit, because this is where the employees work". Second, the Board argued that "the common practice of labour relations boards (is) to hold that the single location is an appropriate bargaining unit" reflecting a consensus among boards that strong communities of interest exist at single locations.

Natural inclinations of employees and common practice of labour relations board aside, however, the foremost basis for the Board's decision lay in its interpretation of its responsibilities under the *Canada Labour Code*. The Board stated:

The express intention of Parliament is the "encouragement of free collective bargaining"... This legislative intent can best be achieved by facilitating collective bargaining for employees who choose this procedure for settling their terms and conditions of employment. *That can be accomplished by this Board accepting or fashioning bargaining units that give employees their rights under the Code*. Too large units in unorganized industries will abort any real possibility of collective bargaining ever commencing and defeat this express intention of Parliament³¹. (emphasis added)

28 According to the records of the Canada Labour Relations Board, SORWUC filed applications for certification at branches of the Bank of Montreal and Canadian Imperial Bank of Commerce on August 25, 1976 and August 16, 1976, respectively. CUBE filed its first application for a branch of the Bank of Nova Scotia on June 28, 1977.

29 CLRB Decision #90, June 10, 1977, SORWUC and CIBC.

30 CLRB Decision #111, November 3, 1977, SORWUC and The Royal Bank of Canada.

31 CLRB Decision #90, June 10, 1977, SORWUC and CIBC.

To back up its reasoning the Board cited the effect of its 1959 Bank of Nova Scotia decision in Kitimat, offering it as a "real life example of aborting the possibility of collective bargaining". The Board further posited that "the history of union activity is that unions begin or are based in a particular locale".

The considerations were sufficient, in the Board's opinion, to outweigh the employer's arguments that administrative convenience, the desirability of system wide common terms of employment, and the potential confusion stemming from a proliferation of bargaining units demanded a nation-wide unit of all non-managerial CIBC employees. These same considerations were also sufficient several months later to outweigh the Royal Bank of Canada's request for a province-wide bargaining unit. While recognizing that a provincial unit would be relatively easier to organize than a national one, the Board still believed that the task was an unrealistically difficult one: "to require employees in two hundred and three locations to act in concert would... effectively negate any realistic possibility of exercising the freedom granted in Section 110(1)" of the *Canada Labour Code* (freedom to join a trade union and participate in its lawful activities)³².

If the bargaining unit's external boundaries were of paramount concern, determining its internal dimensions also was important. Addressing this issue in a series of decisions, the CLRB established a number of patterns³³. The major demarcation line in the branch between those employees to be included in the bargaining unit and those to be excluded was drawn between the positions of accountant and assistant account. Most employees at or above the accountant level were deemed by reason of their supervisory authority and through application of the "community of interest" test to be outside the bargaining unit. This included branch managers, assistant managers, branch administrative officers, administrative managers and accountants. Below the level of accountant, clerical staff (e.g. ledgerkeepers, savings clerks), tellers and assistant accountants were placed into the bargaining unit with little discussion from the Board and little disagreement from the parties.

³² CLRB Decision #111, November 3, 1977, SORWUC and The Royal Bank of Canada.

³³ See *Canada Labour Relations Board*, Decision 92, June 10, 1977, Canadian Union of Bank Employees and Canadian Imperial Bank of Commerce; *Canada Labour Relations Board*, Decision #104, September 6, 1977, Service, Office and Retail Workers Union of Canada and Canadian Imperial Bank of Commerce; *Canada Labour Relations Board*, Decision 105, September 7, 1977, Service, Office and Retail Workers Union of Canada and Bank of Montreal; *Canada Labour Relations Board*, Decision 106, September 7, 1977, Service, Office and Retail Workers Union of Canada and Toronto-Dominion Bank; CLRB, Decision 111, November 3, 1977, SORWUC and Royal Bank of Canada; *Canada Labour Relations Board*, Decision #127, March 14, 1978, Retail Clerks International Union and Bank Canadian National.

Some debate was generated with respect to employees involved in credit and loan positions, performing secretarial duties, participating in training programs, and those working on a part-time basis. In the case of employees in credit and loan functions, the Board decided that, *senior* loans officers and account managers excepted, these employees should be in the bargaining unit. This determination was made despite the fact that in some instances, such as credit officers in the Bank of Montreal, normal career progression would take an employee out of the bargaining unit (accountant), into the bargaining unit (credit officer), and back out again (branch manager) within a two to three year period. The Board admitted that the credit officer's "inclusion gives him an anomalous character" but justified its decision in part on its belief that "in many industries senior management has benefited greatly from past bargaining unit and trade union experience its members have had"³⁴.

The Board also determined that secretarial staff including stenographers, typists, dicta-typists and the manager's secretary in most cases were not sufficiently involved in confidential industrial relations activities to warrant their exclusion from the bargaining unit³⁵. With regard to management trainees, the Board decided to exclude only those trainees whose community of interest it was felt clearly lay with management, who were training for positions outside the bargaining unit and whose training period usually was of relatively short duration (9-12 months)³⁶. Finally, keeping with general practice, casual part-time employees were excluded from the bargaining unit while regular part-time employees were included³⁷.

In summary, the overall effect of the bargaining unit decisions involving the banks would appear to facilitate union organizing. The designation of single branches as appropriate for collective bargaining clearly has served as a major impetus to serious organizing efforts by making it possible for a union to mount an organization drive without initially having to possess and commit massive resources. The impact of the Board's decisions regarding the perimeters within the branch is less clearcut.

³⁴ CLRB Decision #105, September 7, 1977, SORWUC and Bank of Montreal.

³⁵ CLRB Decision #127, March 14, 1978, RCIU and Bank Canadian National.

³⁶ CLRB Decision #104, September 6, 1977, SORWUC and CIBC; CLRB Decision 105, September 7, 1977, SORWUC and Bank of Montreal.

³⁷ CLRB Decision #92, June 10, 1977, CUBE and CIBC; CLRB Decision 104, September 6, 1977, SORWUC and CIBC.

Initial opposition to including assistant accountants and credit and loan officers in the unit came from unions³⁸, suggesting fear that such individuals would be less favorable to unionism than tellers and clerical staff. Indeed, in one instance that has been documented, a loan officer successfully convinced fellow employees to oppose organization in a branch of the Bank of Nova Scotia³⁹. (The union appealed to the CLRB claiming that the loan officer was acting on behalf of management, a contention rejected by the Board.) It seems plausible to assume that "career track" employees such as loan officers will prove less union prone. Thus, the Board's practice of placing a wide array of branch employees in the same unit could prove an organizing impediment that balances to some extent the ameliorative aspect (from the union's perspective) of the single branch bargaining concept.

The single branch concept also will exercise an impact on collective bargaining structure. With thousands of branches all over the country, a dozen different banks and many competing unions, the structural permutations and combinations seem infinite. Assuming bank employees do opt for unionism in large numbers, will central or regional bargaining tables emerge; will individual banks join forces; will unions try to coordinate their actions, and if so, how; or will fragmentation and whipsawing become the norm⁴⁰?

The banks insisted at the outset on a bargaining structure which would mirror organizing structure, that is branch by branch bargaining⁴¹. The unions, on the other hand, favored more centralized approaches⁴². The director of the CLC's Bank Workers' Organizing Committee described the single-unit decision as a double-edged sword which, while making it easier for unions to organize, at the same time established units possessing little clout at the bargaining table. She believed that unions had to "manufacture" bargaining power by organizing and insisting on bargaining on behalf of a sufficiently large number of branches in a geographic region to make the threat of a work stoppage viable⁴³.

38 CLRB Decision #92, June 10, 1977, CUBE and CIBC.

39 Canada Labour Relations Board, Decision #123, February 6, 1978, Retail Clerks International Union and the Bank of Nova Scotia.

40 See Arnold Weber (ed.), *The Structure of Collective Bargaining*, New York, The Free Press, 1961.

41 "Labour Unions and Chartered Banks — An Update", Investment Notes, Burns Fry Limited, February 1978.

42 "Bank Union Will Seek Master Contract Covering Branches", *Toronto Globe and Mail*, July 26, 1977; "Union Tactics Backfire in Bank Contracts Battle", *Vancouver Province*, November 14, 1977.

43 Interview held with Lorraine SINGLER, Director of Bank Workers' Organizing Committee (CLC), July 24, 1978, Vancouver.

The banks, too, may well find branch by branch bargaining to be very expensive, time-consuming and difficult to coordinate. If the contract periods become scattered throughout the year, then bargaining may become a chaotic, never-ending process in which it would be impossible to determine overall impacts in any meaningful way.

Any of several alternative bargaining structures may be superior to branch by branch bargaining, ranging from metropolitan area bargaining through regional to some national structure. For example, the banking system in England, portions of which have been unionized since 1918, has evolved a system of national bargaining based on a formalized joint negotiation agreement. On "domestic" issues (those affecting all banks), the major bank trade union, the Banking, Insurance and Finance Union, (formerly the National Union of Bank Employees) negotiates with the Federation of London Clearing Banks, raising demands which have been previously ratified by bank staff associations and any other unions covered by previous agreements. On any issues unique to individual banks, such as location differentials and allowances, the major union negotiates with that bank directly through a formalized arrangement. This system seems to have been somewhat successful. Although provision for arbitration exists as a final stage settlement device, it has only been employed two times in the past 10 years, and for rather minor issues⁴⁴.

EARLY ORGANIZING PATTERNS

Tables 1-5 highlight the extent and pattern of organizing activity in the three-year period after the first applications for certification were received by the Canada Labour Relations Board. In general, the data show that only at a very small proportion of branches (less than 2%) was the activity sufficient to produce a union application.

An overview of the situation is presented in Table 1, a time perspective is provided in Table 2, and a geographic distribution is reported in Table 3. Of the 138 applications made, a substantial majority resulted in certification. While organizing activity slackened after the first half of 1978, later applications were more likely to result in certifications than applications filed earlier in the period under scrutiny. Furthermore, most certifications have been automatic; if a representation vote was necessary (i.e. union could not show more than 65 percent support) the union's application usually did not succeed. Most organizing activity has been confined to British Columbia, Ontario and Quebec; however, at least one application has been filed in every province but Alberta and Prince Edward Island.

⁴⁴ The foregoing discussion is based on interviews and research conducted in Britain by one of the authors in 1979.

TABLE 1
Organizing Totals in Canadian Banking (6/76 — 1/80)

<i>Activity</i>	<i>Number</i>	<i>Average Size of Unit</i>
Applications	138	18.5
Certifications	102	17.8
a) Automatic	95	17.9
b) Vote	7	14.1
Rejections	29	20.3
a) Automatic	2	16
b) Vote	27	20.6
Withdrawals	6	12.5
Pending	1	2.8
Decertifications	29	14.0

Source: Records of the Canada Labour Relations Board

TABLE 2
Time Perspective on Organizing Activity in Canadian Banking

<i>Time Period</i>	<i>Applications</i>	<i>Certifications</i>	<i>Reject/ Withdrawals</i>	<i>Pending</i>	<i>Decertifications^a</i>
1976 (7-12)	22	12	10	0	9
1977 (1- 6)	5	0	5	0	0
1977 (7-12)	36	23	13	0	16
1978 (1- 6)	32	26	6	0	3
1978 (7-12)	17	17	0	0	0
1979 (1- 6)	16	16	0	0	1
1979 (7-12)	10	8	1	1	0

^a Decertifications listed to reflect period in which application for certification of decertified branch first made.

Source: Records of the Canada Labour Relations Board

TABLE 3
Organizing of Canadian Banks, by Province (6/76 — 1/80)

<i>Province</i>	<i>Applications</i>	<i>Certifications</i>	<i>Reject/ Withdrawals</i>	<i>Pending</i>	<i>Decertifications</i>
BC	51	32	19	—	25
ALTA	—	—	—	—	—
SASK	4	3	1	—	2
MAN	3	1	2	—	—
ONT	38	27	10	1	2
QUE	33	31	2	—	—
NS	5	5	—	—	—
NB	3	3	—	—	—
PEI	—	—	—	—	—
NFLD	1	—	1	—	—

Source: Records of the Canada Labour Relations Board

It can also be seen that branches in which applications were successful were smaller on average than branches in which applications did not succeed. Although the size differential is not great (20.3 vs 17.8) this preliminary trend is consistent with a recent study by Graham Lowe⁴⁵. Based on interviews with employees at three branches where union applications had been filed, Lowe posited that the greater social cohesiveness among employees in smaller branches would increase the chances of a union application succeeding⁴⁶.

The data also reveal that of the 102 branches that were certified, 29 later were decertified. Twenty-six of the decertifications involved a single union, SORWUC, occurred approximately at the same time (August 1978), and were not indicative of a general pattern. The union itself applied to the CLRB to have the branches decertified, citing financial problems, lack of support from other unions, and the frustration of eight months of fruitless negotiations with the banks⁴⁷. SORWUC is a small (less than 1 000 workers) independent British Columbia based union with a strong feminist orientation. Its experience to a large extent reflects special circumstances not shared by the other unions currently involved in bank organizing.

⁴⁵ LOWE, Graham, "The Canadian Union of Bank Employees: A Case Study", *Working Paper 7805*, Centre for Industrial Relations, University of Toronto, August 1978.

⁴⁶ It is noteworthy that our findings, and Lowe's predictions, contradict George Bain's model of white-collar union growth. Bain suggests that worksite size is positively associated with union growth. George S. BAIN, *The Growth of White-Collar Unionism*, Oxford, Clarendon Press, 1970.

⁴⁷ *Vancouver Sun*, August 1, 1978; The Bank Book Collective, *An Account to Settle*.

The experience of the other unions, as well as SORWUC, is reported in Table 4. With certifications permitted on a branch-by-branch basis, eight different unions filed at least one application for certification. There are several factors that should limit the proliferation of bargaining agents. First, in the Fall 1977, the CLC established the Bank Workers Organizing Committee (BWOC)⁴⁸. It was intended that BWOC would coordinate organizing activity among CLC affiliates and that these affiliates eventually would turn back workers over to BWOC to permit the formation of a national bankworkers union.

TABLE 4
Organizing of Canadian Banks, by Union (6/76 — 1/80)

<i>Union</i>	<i>Applications</i>	<i>Certifications</i>	<i>Reject/ Withdrawals</i>	<i>Pending</i>	<i>Decertifications</i>
SORWUC	45	26	19	—	26
RCIU	37	26	11	—	2
CSN	13	13	—	—	—
OPEIU	4	3	1	—	—
CUBE	4	3	1	—	—
UBE	30	28	1	1	1
USWA	4	3	1	—	—
ACTE	1	0	1	—	—

SORWUC — Service, Office, Retail Workers' Union of Canada (INDEPENDENT)

RCIU — Retail Clerks' International Union (CLC/AFL-CIO)

CSN — Confédération des Syndicats Nationaux

OPEIU — Office and Professional Employees International Union (CLC/AFL-CIO)

CUBE — Canadian Union of Bank Employees (CLC)

UBE — Union of Bank Employees (CLC)

USWA — United Steel Workers of America (CLC/AFL-CIO)

ACTE — Association of Commercial and Technical Employees (CLC)

Source: Canada Labour Relations Board Records

Either working closely with BWOC or falling directly under BWOC's control are four of the unions listed in Table 4: CUBE, UBE, ACTE and the Steelworkers. A second constraint on the proliferation of bargaining agents is the high probability that the Confédération des Syndicats Nationaux (CSN) will choose not to expand its activity beyond the province of Quebec. Third, although representatives of the SORWUC insist that the union will re-enter the bank organizing field, it is questionable whether they possess the necessary resources.

⁴⁸ The foregoing discussion of the CLC's Bank Workers' Organizing Committee is based in large part on interviews held with its director.

Both the Retail Clerks International Union and the Office and Professional Employees International Union promise to exert significant influence. Both unions claim jurisdiction over bank employees and have organized bank workers in United States. The OPEIU has represented employees of the City and District Savings Bank since 1967 and also has been active among credit union employees. After SORWUC, the Retail Clerks filed the most applications in the period examined. It is not surprising that the OPEIU and Retail Clerks, though CLC affiliates, have yet to express a willingness to eventually turn over bank employees to BWOC⁴⁹.

Thus, the early experience suggests that four major union organizing centers will emerge: the unions operating under the BWOC umbrella; the OPEIU; the Retail Clerks; and in Quebec, the CSN. It should be noted, however, that ample opportunity still exists for other unions, such as the Teamsters or the Service Employees International Union, to undertake major efforts among bank workers.

Organizing experience within the individual chartered banks is summarized in Table 5. More than half of all applications and half of the total number of certifications were accounted for by the Bank of Montreal and Canadian Imperial Bank of Commerce. The Bank of Montreal was additionally faced with the prospect of dealing with seven different bargaining agents. However, these two banks were most directly affected by the SORWUC decertifications; both organizations saw almost half of their unionized branches decertified. Employees of the CIBC also proved to be the least likely to actually certify once an application for certification had been filed; approximately half of the CIBC applications were either rejected or withdrawn. In fact, the CIBC was the only bank in which a majority of applications did not lead to actual certifications. On the other hand, the Royal Bank of Canada and the Banque Canadienne Nationale saw 93 percent and 100 percent of union applications result in certifications, respectively.

It is by no means clear that the patterns evidenced in the preceding tables will hold up over time. The early experience has shown that: 1) organizing is proceeding slowly, there has been no "take off" and no indication that one is about to occur; 2) the ratio of certifications to applications has been increasing over time, the unions are definitely winning more often than they are losing; 3) organizing activity is heavily concentrated in British Columbia, Ontario and Quebec which account for about 90 percent of applications; 4) all of the major banks have been involved, with the Bank of Montreal and CIBC having seen the most applications; and 5) serious union involvement has been narrowed to four major organizations, the Retail Clerks, OPEIU, the CLC's Bank Workers Organizing Committee, and in Quebec the CSN.

⁴⁹ *Ibid.*

TABLE 5
Organizing in Canadian Banking, by Bank (6/76 — 1/80)

<i>Bank</i>	<i>Applications</i>	<i># of Unions</i>	<i>Certifications</i>			<i>Rejections</i>			<i>Withdrawals</i>	<i>Pending</i>	<i>Decertifications</i>
			<i>Auto</i>	<i>Vote</i>	<i>Total</i>	<i>Auto</i>	<i>Vote</i>	<i>Total</i>			
Bank of Montreal	46	7	33	3	36	1	9	10	0	0	13
Royal Bank of Canada	15	3	14	0	14	0	0	0	1	0	3
Canadian Imperial Bank of Commerce	30	4	14	1	15	1	11	12	2	1	7
Bank of Nova Scotia	19	5	8	3	11	0	6	6	2	0	3
Toronto-Dominion Bank	6	4	4	0	4	0	1	1	1	0	3
Banque Canadienne Nationale	16	3	15	1	16	0	0	0	0	0	0
Prov. Bank of Canada	4	2	4	0	4	0	0	0	0	0	0
Bank of British Columbia	1	1	1	0	1	0	0	0	0	0	0
Banque Nationale du Canada	1	1	1	0	1	0	0	0	0	0	0

Source: Records of the Canada Labour Relations Board

COLLECTIVE AGREEMENT ANALYSIS

To investigate the emerging "web of rules" in unionized branches, an analysis of recently negotiated contracts was undertaken following a procedure used by Kochan and Wheeler and others⁵⁰. Twelve agreements designed to provide a representative cross-section were selected⁵¹. Six different banks and five unions were represented in the sample; nine of the agreements were first contracts, three were second agreements. The analysis focused on clauses most likely to influence operating procedures and working conditions. Regional disparities, difficulties in classifying positions across institutions, and slightly different contract periods resulted in the exclusion of wage items.

To provide additional perspective, fifteen collective agreements covering Canadian credit unions⁵², twelve contracts governing bank and trust

⁵⁰ KOCHAN, Thomas, and Hoyt WHEELER, "Municipal Collective Bargaining: A Model and Analysis of Bargaining Outcomes", *Industrial and Labor Relations Review*, Vol. 29, #1, October 1975, pp. 46-66; John ANDERSEN, "Bargaining Outcomes: An IR System Approach", *Industrial Relations*, Vol. 18, #2, Spring 1979, pp. 127-143.

⁵¹ The following twelve agreements were analyzed; commencement and expiry dates are listed in parentheses: The Bank of Nova Scotia, Port Dover, Ontario — Canadian Union of Bank Employees (November 1978 — December 1979); Bank of Montreal, Tweed, Ontario — Retail Clerks International Union (April 1979 — December 1980); Toronto Dominion Bank, Saskatoon — United Steelworkers of America (January 1979 — December 1979); Bank of Montreal, Windsor — Union of Bank Employees (February 1979 — February 1980); Banque Canadienne Nationale, Montreal — Retail Clerks International Union (May 1979 — April 1981); Bank of Montreal, Agassiz, B.C. — Office and Professional Employees International Union (April 1979 — March 1981); Canadian Imperial Bank of Commerce, Winnipeg — Retail Clerks International Union (January 1979 — December 1979); Banque Canadienne Nationale, Alma, Quebec — Confédération des Syndicats Nationaux (May 1979 — April 1980); Bank of Nova Scotia, Port Hardy, B.C. — Office and Professional Employees Union (January 1979 — December 1979); Bank of Nova Scotia, Rothsay, N.B. — Union of Bank Employees (January 1980 — December 1980); Royal Bank of Canada, Pictou, N.S. — Union of Bank Employees (January 1979 — December 1980) and, Canadian Imperial Bank of Commerce, St. Catharines — Union of Bank Employees (March 1979 — March 1980).

⁵² The following credit agreements were analyzed, commencement and expiry dates listed in parenthesis: Master Office Agreement, OPEIU: Alberni District Credit Union — OPEIU (July 1977 — July 1978); Nanaimo District Savings Credit Union — OPEIU (July 1977 — July 1979); IWA Credit Union — OPEIU (April 1977 — April 1978); Ladysmith and District Credit Union — OPEIU (July 1977 — July 1979); United States Credit Union — OPEIU (January 1978 — December 1978); Kimberley Credit Union — OPEIU (January 1978 — December 1979); Squamish Credit Union — OPEIU (July 1977 — July 1979); Vancouver City Savings Credit Union — OPEIU (July 1977 — July 1978); VanTel Credit Union — OPEIU (January 1978 — December 1978); Transport Credit Union of B.C. — OPEIU (January 1976 — December 1978); CU&C Health Service Society — OPEIU (October 1977 — October 1979); Lake Cowichan and District Credit Union — OPEIU (July 1977 — July 1979); Auto Workers Credit Union Limited — OPEIU (February 1976 — February 1978); Castlegar Savings Credit Union — International Woodworkers of America (March 1976 — March 1978).

companies in United States⁵³, and the agreement between the Montreal City and District Savings Bank and the OPEIU also were examined⁵⁴. In comparison to the Canadian chartered banks contracts, this latter set of agreements generally reflects older, mere established relationships and thus may be indicative of future directions within the Canadian chartered bank sector⁵⁵.

The results of the entire analysis are reported in an appendix available from the authors upon request. It should be noted that in the discussion that follows, use of the term contracts/collective agreements refers to the sample of the twelve collective agreements from Canadian chartered banks. Where reference is made to the contracts in the U.S. financial institutions, the credit union, and the Montreal City and District Saving Bank, those contracts will be identified specifically.

Union Security and Rights

The majority of Canadian bank agreements contained Rand Formulae. In only two cases was a modified union shop included. Furthermore, in several agreements, a "modified" Rand Formula might have been a more appropriate description of the union security provision as only employees hired after the date of certification were required to pay union dues. Most

⁵³ The U.S. collective agreements are listed as follows with the commencement and termination date in parentheses: The National Bank of Washington, D.C. — OPEIU (April 1976 — April 1978); Amalgamated Trust and Savings Bank, Chicago — Chicago Joint Board, Amalgamated Clothing and Textile Workers Union (September 1976 — September 1979); United States National Bank in Johnstown — United Steelworkers of America (November 1976 — October 1979); United Penn Bank of Wilkes-Barre — United Steelworkers of America (August 1978 — August 1979); First Wisconsin National Bank — First Wisconsin National Bank Employees Association (September 1977 — September 1980); Landmark Northwest Plaza Bank — OPEIU (January 1977 — January 1980); Ludlow Savings Bank — RCIU (August 1976 — August 1979); Otoe County National Bank — Communications Workers of America (December 1978 — January 1979); State Bank of India (Chicago) — Amalgamated Clothing and Textile Workers Union (October 1977 — October 1980); Amalgamated Bank of New York — OPEIU (July 1977 — July 1980); The Trust Company of New Jersey — OPEIU (June 1976 — June 1978); Superior National Bank and Trust Company — RCIU (November 1975 — November 1978).

⁵⁴ The Montreal City and District Savings Bank — OPEIU collective agreement covered the period January 1978 to December 1979.

⁵⁵ Due to the difficulty of compiling a complete list of unionized financial institutions in North America, it is not possible to determine the representativeness of the sample of contracts examined. With respect to the U.S. agreements, eight of thirty-two contracts listed in Charles COLEMAN and Jane ROSE, "Bank Unionization: Status and Prospects", *Monthly Labor Review*, October 1975, 38-41, were obtained. As well, major unions and the U.S. Department of Labor were contacted. With respect to the Canadian sample of credit unions, however, British Columbia is substantially over-represented.

contracts provided some paid time off for union activity, but limited this paid time off to grievance discussions between stewards and branch management outside of bank operating hours. With only two exceptions, paid time off was not extended to negotiations. All contracts were silent on the issue of the right of employees to refuse to cross a picket line without being subject to discipline.

The U.S. and credit union contracts, in comparison, almost all included provision for a union shop. Credit union agreements also generally permitted employees to refuse to cross picket lines without being liable to discipline.

Hours of Work

All twelve contracts provided a 37-1/2 hour work week. This fell between 40 hour week which was the norm in almost half of the U.S. contracts and the 35 hour week which most credit union agreements specified. Virtually all Canadian bank contracts also required 3 years service for 3 weeks of vacation. Several of the contracts contained an interesting arrangement, however, whereby an employee with only one year of service could take a three week vacation if the vacation was taken during winter. None of the contracts provided for non-conventional scheduling arrangements (e.g. flex-time).

Employees received time and a half for overtime work and one agreement provided double time for work on Sunday. Generally, management retained substantial discretion with respect to the allocation of overtime. Contracts either contained no provision on this matter, made overtime mandatory for the designated employee, or rather vaguely specified that overtime be deferred "having due regard for employee personal needs". In contrast, most credit union agreements enabled employees to refuse overtime.

Promotion, Layoff, Transfer

One usual consequence of unionization is change in the way an organization advertises and fills positions in the bargaining unit. Job posting and bidding systems frequently are introduced and greater emphasis placed on seniority in personnel decisions. The beginning of such practices were evident in the Canadian bank contracts examined, but it was clear that such provisions were very rudimentary from the union's perspective. Criteria for layoff and promotion were specified in virtually all cases with seniority of primary importance in the layoff decision. But much less weight was attach-

ed to seniority in promotion decisions with multiple factors such as "performance, skills, ability, and other qualifications" typically taking precedence. Thus, management was assured substantial control. There were no job posting or bidding systems in the majority of contracts and where included they were not too well defined. Even requirements that current employees be given preference with respect to vacancies were vaguely worded.

In comparison, similar contract clauses in the U.S. banks, credit union agreements, and the City and District were much more elaborate, were better defined, and placed relatively more weight on seniority. The detailed provisions found in the City and District-OPEIU agreement are a good illustration. Promotions, demotions, layoffs and transfers were explicitly defined. Distinctions were drawn between permanent and temporary positions and between transfers within a job grade and transfers to another branch. It was required that all permanent vacancies had to be posted for five working days and that the most senior applicant capable of doing the job receive the position. In the event the most senior employee was turned down, the employer was required to give reasons in writing. Layoffs, and recall from layoffs were based entirely on seniority and three months advance notice was necessary in the case of a permanent layoff. Counterbalancing these provisions from management's point of view, however, were clauses which: 1) exempted the bank from posting positions in the lowest classification (junior tellers, photocopiers), 2) required that employees accumulate nine months' seniority before bidding on a transfer, 3) required that employees register with the bank's central personnel office to be eligible for a transfer, and 4) required an employee who had successfully bid on a position to remain in the new position for at least 12 months.

Job protection

Job protection clauses were not major components of the twelve Canadian bank contracts surveyed. With respect to technological change, provisions would not appear to restrict management's ability to introduce new equipment and procedures. Precise definitions of technological change were absent and most agreements did not go beyond minimum requirements for notice specified in the *Canada Labour Code*. Retraining, where mentioned, was called for in terms sufficiently general to permit a good deal of management latitude.

In other areas related to job protection, clauses restricting management flexibility were the exception rather than the rule, and where included were not well defined. For example, the collective agreement between the Bank of Nova Scotia, (Tweed, Ontario) and the Retail Clerks required only that the employer "not utilize part time employees for the sole purpose of subverting the membership of the union".

Contracts in the credit unions, U.S. institutions, and the City and District, on the other hand, contained more extensive and more restrictive provisions with respect to job protection. Approximately, one quarter of the credit union contracts prohibited subcontracting and one third of the U.S. agreements as well as the City and District contract enjoined supervisors on performing work normally assigned to bargaining unit members. There were also constraints on the use of part-time and casual employees. The City and District contract allowed part-time employees only in the lowest classification. Restrictions in U.S. agreements included stipulations not to hire part-time employees where it was possible to employ a full-time person, limitations on the number of part-time employees permitted per branch, requirements that in the event of layoffs all part-time employees would be laid off before the first full-time employee, and specification of where and when part-time employees could be used (e.g. Saturdays). Restrictions on casual employees usually took the form of a requirement that a casual employee automatically become a permanent employee after a certain time period; the City & District contract further specified that the proportion of casual employees could not exceed three percent of the total bargaining unit and 20 percent within any single branch.

Benefits

None of the contracts specified, in detail, benefits for which unionized employees were eligible (e.g. medical insurance, dental plans). At most memoranda of agreement were included that stipulated that unionized employees would receive the same level of benefits (with the same employer/employee sharing formula) accorded to employees in other branches.

Miscellaneous Provisions

Several additional aspects of the agreements were noteworthy. Given the large proportion of women employees, maternity leave provisions are of special importance. All twelve contracts provided for such leave with the overwhelming majority guaranteeing a job at the same pay upon termination of the leave.

It goes without saying that a major consequence of unionization is the introduction of grievance procedures culminating in arbitration. A marked preference was demonstrated for tripartite arbitration panels. Half of the contracts permitted a single arbitrator if both parties mutually agreed. Finally, the contracts tended to be one year in duration.

In summary, our analysis indicates that the collective agreements negotiated thus far can only be characterized as "weak" from a union perspec-

tive. They provide little of the systematic protection and few of the benefits which are commonplace in other sectors and are significantly less developed than agreements examined in other financial organizations in Canada and United States. Contract provisions in many instances simply codify existing practices long in place, rarely breaking new ground. New procedures which are introduced can only be regarded as "minimal" when compared to clauses elsewhere. Finally, many agreements simply are silent on issues that lie at the heart of most collective agreements (e.g. job posting).

This experience may reflect the relative newness of bargaining; it often takes several rounds of bargaining to establish well articulated contractual procedures. However, the second agreements included in the sample show little development in this regard. A more likely explanation is that the relatively weak contracts negotiated thus far confirm the statement made by a CLC official that branch-by-branch certification left unionized branches with little bargaining power. Collective agreements thus are unlikely to improve from the union's perspective until unions are able to exert more bargaining pressure than at present.

DISCUSSION

Many of the practical issues posed by the ongoing developments in banking are self-evident. The Canadian banking industry is a crucial actor within the business community. It provides savings and loans facilities to millions of individuals, and is a major employer. The extent to which a unionized work force, or the threat of one, means significant changes in profitability, operating procedures, or employment procedures is of obvious importance. A 1977 report by Burns Fry limited, for example, stated that every one per cent increase in wages would reduce bank earnings by 1.6 per cent⁵⁶. Experience in other industries has shown, however, that predictions of this kind must be made very cautiously, especially if the labour-management relationship is not yet a mature one. Studies demonstrate that the link between the rates of change of wages and earnings is by no means straightforward or stable over time⁵⁷. Furthermore, the impact of unions on wages is difficult to isolate in the first place, and varies considerably by industry⁵⁸. Dire management predictions about the adverse effects of

⁵⁶ "Labour Unions and Chartered Banks", *Investment Notes*, Burns Fry Limited, October 1977.

⁵⁷ See, Albert REES, *The Economics of Trade Unions*, Chicago, The University of Chicago Press, 1962; F. Ray MARSHALL, Allan M. CARTTER and Alan KING, *Labor Economics*, Homewood, Ill., Richard D. Irwin, 1976.

⁵⁸ See H.M. LEVINSON, *Determining Forces in Collective Wage Bargaining*, New York: Wiley and Sons, 1966; Lawrence KAHN, "Unionism and Relative Wages: Direct and Indirect Effects", *Industrial and Labor Relations Review*, Vol. 32, No. 4, July 1979, pp. 520-532.

unionism on operating procedures also may be premature. The analysis of bank contracts suggested that collective agreements in Canadian banks probably will not differ markedly from those in thousands of unionized enterprises across the country. While some flexibility may be lost, no cataclysmic changes should be anticipated.

But rather than necessitating a reliance on speculation, the nascent stage of bank unionism and its slow pace provides the opportunity to examine union impact empirically. Most studies of union impact have been retrospective analyses, relying on information collected after collective bargaining has been firmly established⁵⁹. The way in which unionism in Canadian banking is evolving should permit a longitudinal research strategy, enabling data collection and analysis at early, intermediate, and later stages in the unionization process. Thus it should be possible to generate testable hypotheses and to employ "before-after" measures in investigating a number of issues.

Work Attitudes and Behaviour

One issue that warrants attention concerns the effect of unionization on employee work attitudes and behaviour. Behavioural scientists have long been cognizant of the close relationship between job requirements and non-task oriented employee behaviour. Relationships have also been established between unionization and work attitudes⁶⁰. If unionism spreads and is accompanied (as expected) by changes in workweek, responsibilities, reward structures and promotion opportunities, a variety of work areas will be affected. Will the way in which employees relate to customers change? Will daily work relationships among employees be altered? To what extent will employee satisfaction be affected? Will turnover rates increase or decrease? What will be the impact on job performance? Clearly, ascertaining the specific behavioural and attitudinal effects of unionism will not be easy and will be subject to situational contingencies⁶¹. But answering these questions is of critical importance if the ramifications of unionism for employee behaviour are to be understood.

59 JURIS, Harvey, and Peter FEUILLE, *Police Unionism*, Lexington, Mass., Lexington Books, 1973; David STANLEY, *Managing Local Government under Union Pressure*, Washington, The Brookings Institution, 1972; S. SLICHTER, J. HEALLY and E. LIVERNASH, *The Impact of Collective Bargaining on Management*, Washington, The Brookings Institution, 1960.

60 HAMMER, W.C., and F.I. SMITH, "Work Attitudes as Prediction of Union Activity", *Journal of Applied Psychology*, 1978, 64(4), 415-421; J. GETMAN, S. GOLDBERG and J. HERMAN, *Union Representation Elections: Law and Reality*, New York, Russell Sage Foundation, 1976.

61 PORTER, L.W., E.E. LAWLER III, and R.J. HACKMAN, *Behavior in Organizations*, New York, McGraw-Hill, 1975; VANMAANEN, J., "Breaking In: Socialization in Work", in I.R. Dubin (ed.) *Handbook of Work, Organization and Society*, Chicago, Rand-McNally, 1975; SCHEIN, E.H., "Organization, Socialization and the Profession of Management", *Industrial Management Review*, 1978, 9, 1-16.

Distribution of Managerial Authority and Power

Intra-organizational division of power and managerial authority is a second area of union impact that could be investigated. The amount of de facto authority held by branch management may be greater than depicted by company organization charts and personnel manuals. Unionization may result not only in more delegation of authority to the branch level but also in the decentralization of more formal authority, especially with respect to grievance handling. What effect will this have on the functional relationships between the national or regional offices and the various branches in a given region, particularly if several branches in a region are organized by different unions? Internally, the branch manager typically delegates most aspects of employee relations to the branch accountant. Under unionization will the branch manager be obliged to play a greater role in employee related activities and decisions? To what extent can informal personnel arrangements which have evolved coexist with collective bargaining?

Will the net effect be that branch management has to be re-socialized into new roles in the bank organization; a process involving learning new job values, adjusting to a modified work environment and developing the managerial skills necessary to cope with altered managerial roles? There has already been considerable work done in describing the phases and activities of the socialization process. Recently, Feldman has modelled the process and tested some of the relationship between socialization outcomes (e.g. mutual influences, internal work motivation and job involvement) and prior process variables (e.g. role definition and initiation to the task)⁶². His model seems particularly appropriate to the study of possible changes in the managerial functions, responsibility, and authority of branch management in the face of a union campaign.

Corporate Response to Transition

Attention can be directed, as well, toward the manner in which top management administers the transition to unionization. Field research undertaken by Murray⁶³ traced a system-wide development of commercial lending programs for minorities in two large U.S. commercial banks. A

⁶² FELDMAN, D.C., "A Contingency Theory of Socialization", *Administrative Science Quarterly*, 1976, 21, 433-452.

⁶³ MURRAY JR., E.A., "The Social Response Process in Commercial Banks: An Empirical Investigation", *Academy of Management Review*, 1976, 1, 5-15.

multiphased process of corporate response was documented and a number of impediments to organizational adaptability were identified. As Murray observes:

...[Bank] managers are, by and large, accustomed to handling certain types of risk (credit risk, liquidity risk, etc.), but social policy represents the introduction of genuine change in basic values, assumptions, and potentially the bank's very structure and operations... The challenge is to determine how the effectiveness of change can be preserved without disrupting traditional economic efficiency⁶⁴.

The corporate response process revealed through Murray's study offers a promising way of looking at organizational response to change because it permits the systematic mapping of organizational phenomena at several organizational levels over time.

Labour Movement Consequences

Less visible than the impact on banking and its employees are the consequences of the bank campaign for organized labour in Canada. Canadian unions historically have held limited appeal to white-collar employees except those in the public sector; estimates place the proportion of unionized private sector white-collar employees at under ten per cent⁶⁵. As the shift of the labour force from secondary to the tertiary sector proceeds unabated, Canadian unions either must learn to attract white-collar employees or face a long-run diminution in membership and ultimately in power.

Past efforts by the Canadian Labour Congress to mount successful white-collar campaigns have failed. A National Committee on White-Collar Organization was established by the CLC in 1962. Composed of one representative from each CLC affiliate interested in white-collar workers, the committee engaged in education, research, and coordination activities but made no discernible inroads in the private sector⁶⁶. Switching to more direct tactics in 1972, the CLC formed a directly chartered affiliate, the Association of Commercial and Technical Employees⁶⁷. After two years, an expensive, well-publicized organizing campaign ended with less than 200 white-collar workers under collective agreements⁶⁸.

⁶⁴ *Ibid.*

⁶⁵ PHILLIPS, Gerald E., *Labor Relations and Collective Bargaining*, Toronto, Butterworth, 1977, p. 30.

⁶⁶ *Canadian Labour*: May 1962, p. 26; May 1964, pp. 33-34; July-August 1965, p. 29; May 1966, p. 50; May 1968, pp. 51-52; June 1970, p. 41; April 1971, pp. 4-6.

⁶⁷ *Canadian Labour*, March 1973, pp. 3-5; 24.

⁶⁸ LIST, Wilfred, "CLC Drive Fails to Win White-Collar Workers", *The Globe and Mail*, November 28, 1974; excerpted in John Crispo, *The Canadian Industrial Relations System*, Toronto, McGraw-Hill Ryerson, 1978, p. 142.

To what extent have unions in Canada learned from earlier failures? Will reliance be placed on conventional tactics which produced inadequate results in the past or will new, perhaps innovative, organizing approaches be developed? SORWUC, for example, attributed its initial success to its feminist orientation and to the fact that it was a union run by women. Are there lessons for the other unions involved? If so, how adaptable are the more established organizations, such as the Retail Clerks, to contingencies of this type?

Examination of these questions is important. Banks employ the largest identifiable bloc of non-union white-collar workers in the country. Penetration of the banks by unions would not only contribute substantially to union strength, but could set the kind of example that white-collar workers in other industries would follow. Union failure in the bank sector, on the other hand, would tend to reinforce its image of ineffectiveness in the white-collar arena, making future white-collar campaigns more difficult.

Attraction to unionization

Related to questions of labour's ability or inability to organize bank employees is the more fundamental issue of "why workers unionize". Why have employees at some banks proven more union prone than others; within a given bank, why have employees at some branches accepted unionism, while employees in other branches have rejected it? To what degree do factors such as branch size, urban-rural-suburban location, employee turnover, male-female ratio, degree of automation, and proportion of part-time employees systematically relate to union penetration? Which management policies are effective in combatting unionism; which policies have no effect — or the opposite effect? Reciprocally, what strategies adopted by various unions appeal to bank employees, or regardless of strategy, are some union organizations simply more attractive to bank employees than others?

The branch-by-branch organization pattern and the number of different unions and banks involved create ideal conditions for answering these questions and indeed, such investigation already has begun. Lowe⁶⁹ found that dissatisfaction with wages, promotion opportunities, and workload prompted initial interest in unionization but that it took several specific incidents combined with the active support of an established union to translate the union interest into concrete action. These incidents included the appointment of an unpopular accountant, instances of perceived mistreatment of employees by management, and a smaller wage increase than anticipated. Once an application for certification was filed, Lowe suggested

⁶⁹ LOWE, "The Canadian Union of Bank Employees".

that management response, branch size, and employee career orientation were the most important factors in determining whether the certification actually resulted or not. The study also identified the small town community environment as an influential factor in all phases of the unionization activity.

In conclusion, ongoing development will create many more research challenges beyond the few touched upon here. Taking advantage of them will not only help answer the question of "whither bank unionism", but also should increase our understanding of important industrial relations phenomena in general. Certainly research on banking union impact and why employees join or do not join bank unions is capable of providing insight in both regards. Should bank unionism become widespread, questions relating to evolution of bargaining structure and determinants of bargaining outcomes and processes would seem to be especially relevant. Furthermore, the possibility of researchers beginning their investigations while bank unionism is in its infancy provides research design opportunities rarely found in other settings and should enhance the practical and theoretical value of what is learned.

La syndicalisation des employés de banque Perspectives et résultats

En 1977, le Conseil canadien des relations du travail a commencé à accréditer les syndicats des employés de banques à charte. Depuis cette date, plusieurs syndicats et le Congrès du travail du Canada ont lancé des campagnes de recrutement parmi les employés des banques. Cependant, la syndicalisation de ces employés est encore dans les langes quoique cette tendance ait été favorisée par le mouvement féministe de la décennie 1970, l'automatisation des opérations bancaires et la syndicalisation des employés de bureau en général.

Le syndicalisme réussira-t-il ou non à s'implanter dans les banques? Si oui, quel effet aura-t-il sur le fonctionnement de ces institutions? Quels inconvénients pourrait-il avoir pour le public? Autant de questions sur lesquelles on possède peu d'information.

LE MILIEU BANCAIRE

Jetons d'abord un coup d'oeil sur le milieu bancaire. Les banques à charte canadiennes emploient plus de 150 000 personnes. Si l'on y ajoute les autres institutions d'épargne et de crédit, le nombre en est porté à 175 000. Les banques à charte fonctionnent à partir de succursales locales et, pour sa part, par exemple, la Banque Royale du Canada en compte 1 500 disséminées à la grandeur du pays. D'un autre côté, il n'y a en moyenne qu'une vingtaine d'employés par succursale, alors que les sièges sociaux et les bureaux régionaux peuvent en compter des centaines.

Dans la succursale, en règle générale, ce sont le gérant et le comptable qui détiennent l'autorité administrative. L'exercice de l'autorité et l'application des politiques du personnel sont plus ou moins décentralisées. Les salaires, les heures de travail et les conditions de travail sont établis dans chaque banque sur une base nationale ou régionale. Le recrutement dans les centres urbains est sous la responsabilité de bureaux destinés à cette fin. En ce qui regarde le maintien de la discipline, les promotions et les mutations, la direction locale n'a qu'un pouvoir de recommandation. Les négociations collectives sont dirigées par des représentants du siège social ou des bureaux régionaux assistés de consultants en relations professionnelles et d'avocats spécialisés en droit du travail, même si le gérant de succursale assiste aux pourparlers et même si les conventions collectives désignent la direction de la succursale comme représentant de l'employeur aux deux premiers stades du règlement des griefs.

Quant au personnel d'exécution, il est principalement formé de caissiers (25%), de commis (25%), et de secrétaires (10%). Ces fonctions sont en très grande majorité (97%) occupées par des femmes. Par contre, il n'y a que 4% des gérants de succursales qui sont des femmes. En 1975, 75% des femmes gagnaient moins de \$8 000. par année en comparaison de 10% des hommes. Aussi, ne faut-il pas se surprendre que le roulement de la main-d'oeuvre soit élevé.

LA QUESTION DE L'UNITÉ DE NÉGOCIATION

La description des unités de négociation est d'importance primordiale. Celle-ci revêt deux aspects. Il fallait à la fois en tracer les limites extérieures et les frontières intérieures. Concernant l'étendue des unités de négociation, le Conseil canadien a non seulement décrété que la succursale prise individuellement était une unité appropriée, mais il a rejeté le bien-fondé d'une unité de négociation nationale ou provinciale en expliquant que les critères de la localisation constituaient une unité naturelle de négociation, qu'il convenait d'établir des unités de négociation aptes à faciliter la négociation collective, que des unités trop extensives dans des secteurs inorganisés ont pour résultat de bloquer toute négociation. Ces considérations ont réussi à repousser les arguments des banques qui s'appuyaient sur la commodité administrative, la désirabilité d'établir des conditions d'emploi identiques et la confusion possible qui pouvait découler de la prolifération des unités de négociation pour justifier des unités de négociation plus vastes.

L'établissement des frontières à l'intérieur des succursales a aussi posé certains problèmes. Le Conseil a décidé d'inclure dans l'unité de négociation tous les employés à l'exception des gérants et des comptables, c'est-à-dire tout le personnel d'exécution, y compris les préposés au crédit et aux prêts, mais il a décidé d'exclure les employés intermittents à temps partiel.

D'une façon générale, les décisions visaient à favoriser l'organisation, mais l'établissement d'unités de négociation par succursale est une épée à deux tranchants: si elle favorise l'organisation dans l'immédiat, elle affaiblit le syndicat à la table de négociations en rendant l'utilisation de la grève difficile. De même, les banques estiment que cette forme de négociation peut être coûteuse et presque impossible à coordonner.

L'ACTION SYNDICALE DANS LES BANQUES

Au cours des trois dernières années, même s'il y a eu passablement d'activité dans le secteur bancaire, tout au plus 2% des succursales ont été touchées par des requêtes en accréditation. De juin 1976 à janvier 1980, on a relevé 138 requêtes en accréditation, touchant en moyenne 18.5% des employés, qui ont donné lieu à 102 accréditations, 29 rejets et 6 désistements, alors qu'une requête est pendante. Par ailleurs, durant la même période, il y a eu 29 révocations. Ces requêtes provenaient de la plupart des provinces, mais se concentraient surtout en Colombie Britannique (51), en Ontario (38) et au Québec (33). Huit syndicats différents ont présenté ces requêtes et la plupart des banques à charte ont été touchées, la Banque de Montréal venant en tête de liste. L'expérience jusqu'à aujourd'hui démontre que l'organisation progresse lentement, que le taux des accréditations par rapport aux requêtes présentées va s'accroissant, que les campagnes d'organisation se situent principalement en Colombie Britannique, en Ontario et au Québec, que toutes les banques ont été touchées et que quatre syndicats surtout font montre d'activité dans ce secteur. Les employés des succursales peu importantes montrent aussi une plus grande solidarité.

LE CONTENU DES CONVENTIONS COLLECTIVES

L'analyse d'un certain nombre de conventions collectives négociées et conclues au cours de ces trois ou quatre ans permet de constater qu'elles comportent à peu près le même contenu que celles des autres secteurs d'activité: sécurité syndicale, horaires de travail, promotion, mise à pied et mutation, protection de l'emploi, avantages sociaux, etc. D'un point de vue syndical, ces conventions collectives laissent plutôt à désirer. Elles n'assurent pas une protection systématique aux employés et ne contiennent pas des avantages aussi marqués que ceux qu'on retrouve dans d'autres institutions financières au Canada et aux États-Unis. Dans bien des cas, ces conventions collectives ne font que codifier les pratiques déjà existantes. On n'y remarque que peu d'innovations. Enfin, plusieurs d'entre elles restent silencieuses sur des sujets qui sont au coeur même d'un régime normal de conventions collectives.

L'expérience permet de se rendre compte que l'on est au point de départ d'un processus nouveau de négociations collectives et qu'il faut souvent plusieurs rondes de négociations pour établir des mécanismes contractuels bien articulés. Pourtant, les deuxièmes conventions ne présentent guère de progrès si on les compare aux premières. Cette constatation tend à confirmer le point de vue d'un représentant du Congrès du travail du Canada lequel soutient que la négociation au niveau de la succursale laisse aux syndicats peu de force économique. Les conventions collectives ne paraissent pas devoir s'améliorer tant que les syndicats ne seront pas en mesure de mettre plus de pression sur les employeurs.

LES CONSÉQUENCES DE LA SYNDICALISATION

En ce qui concerne le milieu bancaire lui-même, la syndicalisation des employés soulève nombre de questions auxquelles seul l'avenir permettra d'apporter des réponses. En effet, si elle réussit, quelle en sera la répercussion sur les attitudes et les comportements des employés auprès de la clientèle? Quel effet aura-t-elle sur l'exercice de l'autorité? Favorisera-t-elle une délégation de pouvoir plus étendue entre les mains de la direction des succursales? Quelles conséquences aura-t-elle sur les rela-

tions entre la succursale d'une part, et les bureaux régionaux et les sièges sociaux d'autre part? Comment la haute administration réagira-t-elle face à la pénétration des syndicats?

De même, la réussite ou l'échec de la syndicalisation de cette catégorie d'employés pourra avoir des conséquences sur le mouvement syndical lui-même. On sait que, hormis le secteur public, les syndicats canadiens n'ont eu que peu d'activité auprès des cols blancs en général, car moins de 10% de ces derniers en sont membres. À mesure que le secteur tertiaire se développe aux dépens des secteurs primaire et secondaire, les syndicats canadiens doivent apprendre à attirer les employés de bureau ou bien ils subiront avec le temps une baisse d'effectifs et une perte d'influence. C'est pourquoi, considérant que les banques emploient le plus gros bloc identifiable de cols blancs, la pénétration des syndicats parmi les employés de banque pourrait avoir un effet d'entraînement auprès de la masse énorme de cols blancs non syndiqués au pays. Si cette entreprise est au contraire un échec, la syndicalisation de cette catégorie d'employés pourrait être rendue encore plus difficile.

Il faudra donc suivre de près cette entreprise relativement nouvelle, car elle pourrait avoir de profondes répercussions, non seulement sur le fonctionnement des institutions bancaires elles-mêmes, mais aussi sur l'évolution du syndicalisme et des relations professionnelles en général.

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