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Gender, Corporate Restructuring and Concession Bargaining in Ontario's Food Retail Sector

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This paper examines collective bargaining at three major supermarket chains in Ontario. It argues that the retail unions in the sector have a long history of business unionism which is no longer effective in the face of aggressive corporate demands for concessions. Unions are now unable to defend the full-time, and most secure, segment of their membership. Furthermore, the corporate drive for labour flexibility is rapidly expanding the part-time workforce and eroding wage levels. Because women are disproportionately represented in the low-wage part-time category and have the least access to full-time positions, they are the most vulnerable to corporate restructuring. The gender specific implications of restructuring are examined in an analysis of the recent province-wide strike at the Miracle Food Mart chain.

As the forces of capitalist restructuring take hold in Canada there is growing concern to analyse the impact of economic change on workers in various sectors of the labour market (Creese 1995; Leach and Winson 1995; Osberg, Wien and Grude 1995). Although a number of studies examine restructuring in manufacturing, there are relatively few analyses in Canada of the implications of work reorganization in the service economy, especially low-wage feminized work in the private services sector (for discussion see Harder 1992: 8; Cohen 1994: 103). This paper analyses restructuring in Ontario's supermarket sector, a service industry whose unionized workforce is dominated by part-time women employees.

Focussing specifically on the union response to labour market restructuring, this paper examines collective bargaining at three large

supermarket chains in the province.¹ While recognizing that retail unions are facing tremendous pressures from management to accept concessions, it is argued that neither the United Food and Commercial Workers Union (UFCW) nor the Retail, Wholesale union (RW), the unions representing the majority of food retail workers in Ontario, are adequately resisting the labour flexibility initiatives of management, especially around part-time employment. In particular, the unions are not opposing the implementation of new wage tiers which are dividing the workforce between the predominantly male full-time and predominantly female part-time categories. As this paper demonstrates, recent bargaining concessions particularly disadvantage women who are disproportionately represented in the lower wage part-time category.

One of the most important reasons why supermarket unions have been unable to effectively resist the chains' restructuring strategies, it is argued, is their long history of business unionism. This approach to bargaining is unable to offer an effective challenge to the corporate drive for labour concessions and workplace restructuring. In the 1990s the corporate stance of food retailers towards labour has become more aggressive and management is focussed on eliminating full-time jobs. Moreover, the part-time category is expanding and now represents an overwhelming majority of the retail food workforce. With the exception of a core full-time managerial category, almost no full-time positions are available in the supermarket sector. Despite the fact that the corporations

1. The research for this article is part of a larger project on pay equity in Ontario supermarkets conducted for my Ph.D. thesis entitled "Cashing in on Pay Equity? Negotiating Equal Pay in Ontario's Food Retail Sector" which was completed in 1996. The information on collective bargaining is based on interviews with UFCW and RW union officials and retail food workers at Loblaws (UFCW Local 1000A), Miracle Food Mart stores (UFCW Locals 175/633) and A&P/Dominion stores (RW Local 414). A total of eight in-depth (one to two hour) interviews with seven union officials were conducted on the subject of gender wage equity. All but two of the interviews were with male union officials. I also refer to fifteen in-depth interviews with supermarket workers concerning their employment experiences at the store level. An additional six interviews were conducted during the 1993-94 Miracle Food Mart strike with food store employees; two interviews were with a UFCW union official. One of the interviewees I spoke with over several months was a union steward with many years experience at Miracle Food Mart. Most of these interviews were conducted in Toronto, although one union official was interviewed in Sudbury, while two supermarket interviewees worked in Hamilton and one in Pickering. I also attended several meetings including a UFCW Local 1000A open-meeting to discuss negotiations issues for the upcoming contract, and a meeting at the Ontario Labour Relations Board regarding unfair representation of UFCW Locals 175/633 during the Miracle Food Mart strike. This research was conducted over the period 1990-95 and therefore captures many of the ongoing changes occurring in the sector, and the response by unions and workers to labour market transformation.

are becoming more demanding in negotiations, the retail unions are not advancing an adequate strategy to deal with this corporate attack.

Indeed, recent negotiations in Ontario indicate that the unions are in a kind of concessionary spiral in which more and more losses are being incurred by labour. As a consequence of the concessions, the most vulnerable of retail food workers, namely the part-time workforce, are subject to declining wage rates and deteriorating work conditions. The gender implications of restructuring are clearly illustrated in the UFCW province-wide strike at A&P's Miracle Food Mart chain. Here it is shown that the union accepted new part-time wage tiers, and a buy-out for its part-time and full-time workers, which had the effect of significantly reducing the better paying positions in stores, especially for women. Not only did the union bargain substantial concessions, it also introduced ratification procedures that made it difficult for the membership to query the content of the agreement, or to openly question and oppose the concessions.

I suggest that the retail unions are not working to resist the new structures which are deepening workforce inequalities in the supermarket. In fact, the gendered inequalities which have always existed in this sector, still remain, and are being reinforced by restructuring. At the same time, even protections for the most privileged workers in food retail, that is, the full-time category, are being lost. The retail unions are not placing effective limits on the low-wage flexibility strategy which is being forcefully pursued by the retail food corporations.

Before analysing the response of unions to restructuring in food retail, it is important to identify some of the key changes in the retail industry that have given rise to restructuring and work reorganization in the supermarket sector. This discussion provides important insights into the competitive struggles affecting the supermarket industry today which have driven corporations to aggressively pursue low-wage and labour flexibility strategies. Second, an analysis of the retail unions' history, especially their bargaining and organizing history, contributes to our understanding of the past successes of these unions, and helps explain why they have been unable to mount an effective response in the current period. This discussion also explains how the unions contributed to the formation of the gendered labour market in food retail. Finally, it is useful to provide an overview of the composition of the retail food workforce, especially in regard to gender, as these data provide a basis for understanding the gender implications of restructuring in the supermarket.

*THE CURRENT CONTEXT: INDUSTRY COMPETITION IN RETAIL
FOOD*

Restructuring has a long history in food retail as the industry has undergone a series of adjustments since the early twentieth century. But the supermarket industry has experienced tumultuous change in recent years as employers adjust to the post-fordist economy. Since the 1970s increasing unemployment, periods of high inflation, declining real wages, and slowed population growth have put tremendous pressure on supermarket chains competing for market share. Although there have been brief periods of economic prosperity (i.e., the mid 1980s) the economic and social factors contributing to industry competition in retail food have remained, and may have even intensified.

The sector is currently undergoing increasing market segmentation as new store formats enter the retail field. Supermarkets face competition from large non-unionized mega discount stores, such as warehouse clubs and superstores, as well as from convenience stores, independent food retailers or franchises, fast-food outlets and drugstores. Supermarkets are especially disadvantaged relative to discount retailers because discount stores carry high volumes and operate on low markups, in addition to functioning with a low-paid, non-unionized and part-time workforce. For example, most Price/Costco warehouse clubs operate with a non-unionized workforce that is 90 percent part-time, and paid at the minimum wage (Bellemare, Molinari and Poulin-Simon 1995: 114).

Because supermarkets view labour as their most controllable expense,² they will follow the route of lowering labour costs if the unions do not oppose it. Even though there are other factors that contribute to cost effectiveness (e.g., inventory control, waste management, new technology), supermarkets are using labour to maintain profitability. As discussed below, tremendous effort and concern is placed on managing store operations to reduce labour costs. At the same time that management is implementing labour saving strategies, retail unions are not consistently or concertedly enforcing existing collective agreement provisions which protect workers from aggressive managerial tactics. Moreover, the unions are actually losing provisions in collective agreements that protect their members from unfair work practices.

2. On the perspective of retail management on labour costs see Collins (1996: 13–17, 62).

THE RETAIL UNIONS

In order to understand the union response to restructuring, it is first necessary to provide some background on union organization in food retail. As mentioned earlier, two unions represent the majority of food retail workers in Canada. The United Food and Commercial Workers Union (UFCW), which is the largest private sector union in Canada with a membership of 175,000, represents the largest number of retail grocery workers (Murray 1995). Over 45 percent of its Canadian members are in the food retail industry.³ In Ontario, the UFCW represents approximately 42,000 unionized grocery retail workers. The other union representing the second largest number of food retail workers is Retail Wholesale Canada, which belongs to the Canadian Service Sector Division of the United Steel Workers of America (USWA). Retail Wholesale (RW) represents over 20,000 workers in Canada, with approximately 5,000 grocery workers in Ontario.⁴

The formation of the UFCW was the result of a series of mergers of retail unions and other unions in related industries. In 1979, a merger between the Amalgamated Meat Cutters and Butcherman (known in Canada as the Canadian Food and Allied Workers) and the Retail Clerks International Union in the U.S. and Canada created the United Food and Commercial Workers Union. The merger of the craft-based Meat Cutters and Butchers with the Retail Clerks created lasting divisions within union locals since butchers and meat cutters were often placed in a separate bargaining unit and functioned under a distinct collective agreement.⁵ As will be discussed in a later section on the Miracle Food Mart strike, this form of representation can create division rather than cohesion within a union local since the negotiation of separate collective agreements for different groups of workers results in differential wage grids, different levels of benefits and varied job classifications among bargaining units, as well as separate seniority lists. The male-predominant Meat Cutters and

3. See Fowlie (1992: S22–23). She estimates that 47.7% of UFCW members were employed in food retail in 1990.
4. The data is from an Ontario Labour Board Report. See Retail, Wholesale and Department Store Union, Canadian Service Sector Division of the United Steelworkers of America, Local 414, Applicant v. The Great Atlantic & Pacific Company of Canada, Limited, [1993] OLRB REP September.
5. This kind of union local structure functions at UFCW Locals 175/633 which represents food retail workers at A&P's Miracle Food Mart stores in Ontario. Within this local there are three separate bargaining units and three collective agreements covering full-time retail clerks (Local 175 Full-Time), part-time retail clerks (Local 175 Part-Time), and meat and deli workers (Local 633).

Butchers, who were the first to unionize in grocery retail, benefited from this type of bargaining arrangement because they were the most skilled and were thus able to exert considerable bargaining leverage. To this day, the meat cutters have higher wage rates and better collective agreement protections than other workers in the store.

The RW began its development in Canada during the World War II years. It was created from a merger between the Canadian Retail Employees union and the CIO affiliate unions belonging to the CIO organizing committee that were operating in the retail field in Canada during the 1940s. It adopted the name Retail, Wholesale Department Store Union (RWDSU) in 1953 (Collins 1975).

Both unions have supported business unionism, a labour philosophy that focusses primarily on “protecting and advancing the economic interests of union members, rather than seeking broader economic or social reforms” (Godard 1994: 498). Business unions are often successful in organizing members but adopt a conservative approach to bargaining and are unlikely to become involved in militant forms of political action. The philosophical closeness of the UFCW and RW may be explained by their close relations in bargaining. Until very recently in Canada, the UFCW and RW negotiated common expiry dates of collective agreements in an attempt to facilitate coordinated bargaining. This type of bargaining is meant to ensure that the bargaining outcome at one unit or local will establish the pattern of negotiations for other units in the industry. The idea of pattern bargaining is to fashion agreements with similar provisions that will establish common standards in the industry. This bargaining strategy was quite successful in food retail because the unions were able to organize large bargaining units in the early stages of organizing. During the 1950s and 1960s, retail unions were able to secure “accretion clauses” in collective agreements that secured unionization of any new stores in a supermarket chain (Mayo 1993). The result was that retail unions negotiated master agreements that covered all of the stores in a geographic region, such as a municipality, under a common store name banner (e.g., Loblaws, Dominion or Miracle Food Mart). Up until the late 1970s, the retail unions established a comfortable relationship with management in which the expansion of employment, improved wages and working conditions were continuously negotiated.

This type of relationship is being challenged by corporate management in the current era of restructuring. However, the retail unions remain locked in the old pattern of negotiations even though a new, more aggressive corporate environment exists that no longer supports the type of business unionism practiced in the fordist period. In

recent years labour has been losing ground, especially in regard to wage rates.

*WHO WORKS IN FOOD RETAIL? THE GENDER DIVISION OF
LABOUR IN THE GROCERY STORE*

As discussed below, concessions impact differently on men and women. The reasons behind these differential effects lies in the historical development of the gender division of work in food retail in which rigid gender distinctions were established between female predominant service jobs and male predominant production jobs.

TABLE 1

Gender Distribution of Bargaining Unit Employees in Ontario Miracle Food
Mart Stores, 1987 (UFCW Locals 175/633)

<i>Job Title</i>	<i>Total</i>	<i>Male</i>	<i>Female</i>	<i>Percent Female</i>
Production Clerks	656	621	35	5%
Service Clerks,*				
Wrappers, Attendants	414	123	291	70%
Bookkeeper	77	0	77	100%
Grocery & Produce Managers	183	179	4	2%
Night Production Foreman	66	66	0	0%
Assistant Production Manager	25	25	0	0%
Meat Cutter	197	195	2	3%
Deli Head	81	1	80	99%
Assistant Meat Manager	76	75	1	1%
Meat Manager	78	76	2	3%
Baker's Helper	20	17	3	15%
Journeyman Baker	48	45	3	6%
Decorator	4	0	4	100%
Bakery Manager	33	20	13	39%
Fish Responsible	24	11	13	54%
PART-TIME	6164	2854	3310	54%
FULL-TIME	2095	1454	641	30%
TOTAL	8259	4308	3951	48%

* Service Clerks include cashiers and meatwrappers.

Starting in the early twentieth century, employers preferred to hire women for service jobs because they assumed that their gender socialization prepared them to perform duties associated with interpersonal and homemaking skills required for service retail work. Retail management also hired women because they could be paid at low wage rates compared to men, and because they were willing to work part-time (Glazer 1993). As already mentioned, the lower wages paid to women in food retail is related to the history of unionism in the industry in which the craft work of butchers was strongly protected at the expense of other work performed in the store, especially service work performed by women. The undervaluation of women's work continues to the present day as women are still recruited to perform service roles in a wide range of areas from the bakery, deli, floral, cashier, and seafood departments (Walsh 1993).

Men, on the other hand, have been hired to perform production work. Production jobs are seen to require higher levels of skill and physical strength, and are better remunerated in the supermarket because the work is seen to be directly tied to profit-creation in the store. Both meat cutting and stocking shelves are typical types of production work performed almost entirely by men. Men predominate in full-time higher paying positions, such as managerial and production jobs, are more likely to work night shifts, and are less likely than women to work part-time.

The data from a large bargaining unit representing workers at a prominent supermarket chain in Ontario clearly shows the gender division of jobs in food retail. Women overwhelmingly perform the service jobs of cashier and meat wrapper, whereas men work in production as clerks in the grocery and meat departments. The gender distribution of jobs in one large supermarket chain is shown in table 1.⁶

It is striking that virtually *all* of the Bookkeepers⁷ and (cake) Decorators are women, while the Deli Manager position is 99% female

6. The data shown in this table (and table 2) is from confidential employment data from Miracle Food Mart which was requested by the Ontario Human Rights Commission regarding a complaint of sex discrimination in employment. Data on the gender composition of the food retail workforce, especially at the store level, is very difficult to obtain. The data in the table was obtained from the Ontario Human Rights Commission under a freedom of information request by the author in 1993. Although the data is not recent, it provides the greatest level of detail on the gender distribution of jobs at a major supermarket chain. Also, there is no reason to believe that the level of gender segregation in supermarkets has changed significantly since this data was collected. In fact, sex segregation may be more pronounced, as discussed below.

7. Bookkeepers in the Miracle Food Mart Chain perform the same duties as Head Cashiers at other chains. This includes scheduling cashiers and accounting for the cash flow at the store.

and 70% of the Service Clerk position (including meat wrapper) is represented by females. Men, on the other hand, are concentrated in production work. As shown, 95 percent of Production Clerks, 97 percent of Meat Cutters and 94 percent of Journeymen Bakers, are male. With the exception of Deli Manager, men also dominate managerial positions (table 2). Bakery, which is a service department, has more female managers than other departments, but even there women represent less than half of Bakery Managers.

TABLE 2

Gender Distribution of Department Managers at Miracle Food Mart Stores in Ontario, 1987 (Locals 175/633)

<i>Classification</i>	<i>Male</i>	<i>Female</i>	<i>Total</i>	<i>% Male</i>
Meat Manager	80	2	82	98%
Produce Manager	82	1	83	98%
Grocery Manager	82	1	83	98%
Bakery Manager	12	11	23	52%
Total	256	15	271	94%

We can also see from table 1 that women are underrepresented in full-time jobs. Only 30 percent of the full-time category is composed of women. More women than men work in the part-time classification, with 54 percent of women employed part-time.⁸ In total, about 75 percent of the entire workforce in the bargaining unit work part-time hours.

The data show that the unionized retail food workforce is rigidly gender divided by job classification, and that while a large percentage of food retail workers are employed on a part-time basis, more women than men continue to work part-time hours. As discussed further below, part-time workers receive lower rates of pay and fewer benefits than full-time employees. To a large extent, the work organization of the food retail industry is built upon low-paid, feminized and flexible labour. This is why women in food retail are particularly vulnerable to changes brought about by concession bargaining and industry restructuring.

8. An affidavit from a union official referring to this same union local states that by 1989 the percentage of women part-time employees had increased to 60%. Affidavit of Sarah Shartal, Supreme Court of Ontario and The Oshawa Group Limited (Applicant) and the Regional Municipality of Peel and the Attorney General of Ontario (Respondents) Court File No. RE2799/89.

LABOUR FLEXIBILITY AT THE SUPERMARKET: THE PROFIT-HOUR RATIO

The new labour flexibility strategies implemented by management have gender-specific consequences. One strategy that impacts differently on men and women is referred to as the dollar ratio or profit-hour ratio.⁹ This profit-maximization mechanism operates to strictly control the amount of labour used at the store level, and enables store managers to manipulate the distribution of labour hours among different departments.¹⁰ In practice, the profit-hour ratio is used to divide labour hours between full-time and part-time employees and between service and production departments. As such, the distribution of labour hours is distinctly gendered because women are concentrated in service areas, while men predominate in production. The profit-hour mechanism has important implications for retail workers who depend on department managers to schedule their hours of work.

The total number of hours allocated to a store is determined by Head Office and will increase or decrease depending upon sales, profit levels and other variables. During tough economic times, and periods of intense retail competition, management tries to minimize labour hours and fierce competition emerges within the store over the distribution and scheduling of these hours. In the current competitive environment, retail food management assigns a minimal number of hours to store managers who, in turn, try to devise ways of stretching the labour of their employees.

For store managers, work performed in production departments (including meat, grocery and produce) is seen to be essential to running the store, and a core number of hours are assigned to do production work such as cutting meat or displaying produce. Service departments, or non-productive departments where many women work, especially on a part-time basis, are viewed as less important for generating profit and are the first to experience reduced hours during slow periods.

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9. Head Office informs store managers of the total number of labour hours available in a week as per dollar of sales for all departments at their supermarket. The number of labour hours that can be scheduled at a store is dependent on sales volume, specifically sales per person hour. The higher the sales at a store, the more labour hours available to the manager to operate the supermarket. Conversely, the more labour hours a manager can save, the higher the profit level at the store. Managers are offered incentives, such as bonuses, if they are successful in limiting store hours so they try to distribute labour hours in the most judicious way possible.
10. For a particularly good discussion on the cost of labour in the supermarket see Collins (1996).

Under this system, part-timers are in direct competition with the full-time “core” workforce which absorbs most of the hours in the store. When labour hours are scarce, women are the first to suffer a reduction in their hours worked. The front end, where cashiers work, as well as meatwrappers and deli who service customers, are more likely to experience a reduction in their hours as compared to other departments; this can limit their wage and benefits entitlements. As one cashier explains, “Over the past six months I’ve only received 16 hours. I’m not entitled to benefits. I’ll never get a [wage] increase.” (Union meeting, UFCW Local 1000A, May 24, 1992). At this chain, part-time employees must work a total of 400 hours and have one year of service in order to receive benefits.

Retail workers interviewed for the study stated that store managers utilize various strategies to maximize and intensify the work of the full-time worker as a means of saving labour hours. One approach is to pressure full-time employees to work above the 37-hour per week maximum — a requirement stipulated in the collective agreement — without receiving overtime pay. Another strategy is to encourage multi-tasking in which full-time workers are assigned work in other departments. For instance, stock clerks may work on cash during busy times of the shopping day and thereby reduce the number of cashiers needed at the front end. Managers themselves may also engage in bargaining unit work, a practice that violates the collective agreement, but which saves labour hours. Thus, managers try to utilize a minimal number of full-time workers, but those that remain are used to the greatest extent possible.

In addition to intensifying the work of full-timers, a further strategy is to stretch the work of part-timers. Part-time employees are assigned full-time hours but are only paid the part-time wage rate. As a stock clerk explains, “I was still classified a part-time employee, it was just that every week I would work 37 hours. I worked for a stretch there, six months straight, and you might as well count me full-time but I wasn’t — technically. Of course, there’s a dollar difference.” (Interview, part-time stock clerk, January 20, 1992). In this scenario the more managers can rely on part-time workers to perform work in supermarkets, the higher their profits.

In general, managers find it cost effective to schedule part-time workers because of their lower wages and benefits, and because their shorter shifts require fewer breaks.¹¹ In fact, companies are increasingly

11. Full-time employees are entitled to two 15 minute breaks and a one-hour lunch or

relying on part-time workers to perform most of the labour in stores, and thus are no longer expanding the full-time category. In many stores it is not uncommon for there to be two full-time workers in the front end, usually the Head Cashier and Assistant Head Cashier, while the remaining cashiers (sometimes as many as 25 or 30) all work part-time. Similarly, the meat and deli departments may be staffed by one or two full-time employees while the remainder work part-time.

The profit-hour ratio operates as an effective corporate strategy to encourage store managers to maximize labour flexibility in their stores. Functional flexibility (e.g. multi-tasking) and numerical flexibility (use of part-time workers) operate to control labour costs in the supermarket by putting restrictions on hours worked in specific departments. Significantly, the profit-hour ratio, while seemingly a gender-neutral mechanism, actually has the effect of restricting labour hours for women who are disproportionately represented in part-time service jobs.

Despite the fact that the profit-hour ratio is a well-established method for distributing work in supermarkets, the retail unions are not taking steps to counter its negative effects. Even union attempts to monitor and enforce collective agreement provisions, such as preventing full-time workers from working overtime without pay, or prohibiting managers from doing bargaining unit work, are not being pursued. In addition, collective agreement protections that regulate the ratio of part-time to full-time employees in food stores have disappeared. Up until a few years ago, UFCW Locals 175/633 representing Miracle Food Mart stores, had a provision in their agreement, referred to as the 54: 46 clause, that provided a ratio of 54 full-time employees to 46 part-time. This clause and similar clauses in other collective agreements were lost in negotiations. Instead of strengthening collective agreements to ensure a more equitable distribution of labour hours in stores, the unions are accepting concessions which exacerbate inequalities. As discussed in the next section, collective bargaining efforts are not being made to alter the structures underlying gender inequities in the supermarket.

CONCESSION BARGAINING

Retail unions began to face aggressive negotiations at the bargaining table in the early 1980s when the economy was undergoing a severe recession. The competitive pressures have only intensified since then as employers have tried to reduce business costs. Recent contract

dinner break in an eight-hour shift, whereas part-time employees are entitled to one 15 minute break in a five of six hour shift.

negotiations in the retail food industry in Canada reveal wage reductions, two-tiered and multi-tiered wage structures, downsizing of the full-time workforce and the expansion of lower paid part-time workers. One of the first set of negotiations illustrating this trend to concession bargaining occurred in Alberta when Canada Safeway Limited threatened to withdraw from the province unless workers accepted \$45 million a year in wage cuts and benefits reductions.¹² The company wanted to reduce the full-time workforce and eliminate longer service part-timers by offering workers a lay-off payout or buy-out. These negotiations set the standard for retail food bargaining in Ontario. The agreement reached with UFCW in Alberta parallels the contracts with A&P workers in Ontario at Miracle Food Mart and Dominion stores.

LABOUR STRIFE AT MIRACLE FOOD MART

In 1993–94 a province-wide strike occurred at 63 Miracle Food Mart stores in Ontario. Lasting over three months, from November 18, 1993 to February 21, 1994, it is considered to be one of the longest strikes in the history of retail in Canada. A total of 6500 workers (1700 full-time and 4800 part-time) represented by UFCW Locals 175/633 went out across the province.

The actions of the union leadership during the strike clearly demonstrated its business-unionist roots. Not only did the union negotiate an agreement that entailed major concessions by full-time and part-time workers, but it also employed questionable ratification procedures to ensure membership acceptance of the agreement. With respect to the concessions, major take backs were applied both to part-time and full-time workers. Ostensibly, the strike was meant to resist concessions and maintain industry standards, but the outcome of negotiations only reinforced segmentation between full and part-time workers, depressed wage rates, undermined conditions of work, and eroded the power of the union as the employer simply ignored the terms of the new agreement. Three major items negotiated in the contract included: (1) wage concessions; (2) a buy-out programme for full-time and part-time employees; and (3) the introduction of a new part-time wage categories, including the courtesy clerk.

With respect to wage concessions, UFCW and A&P negotiated \$1.75/hr across-the-board wage cuts for all full-time and part-time employees.

12. The company said it would close 83 Safeway and Food For Less stores unless the UFCW agreed to open a contract in March of 1993 that was not due to expire for another 18 months.

For full-time workers, this amounts to approximately a loss of \$80 per week, while the loss to part-time employees depends on the eligible hours of work per week. The buy-out policy affected both full-time and part-time employees.

As was the case at Safeway, the aim of the buy-out programme was to reduce the full-time workforce. A&P wanted to eliminate 700 full-time positions at Miracle Food Mart. The volunteer buy-out programme offered \$1500 for every year of service for full-time employees, up to a maximum of \$35,000. Under the terms of the buy-out agreement, a full-timer could accept the cash settlement, and then return to Miracle Food Mart as a "new" part-time employee at minimum wage and no benefits. The provisions in the collective agreement stipulate that "new" part-time employees or new hires are only eligible to work a maximum of 16 hours per week. Moreover, the wage grid starts at \$6.70 an hour with a maximum wage of \$9.60 per hour after 42 months of service. Lastly, a full-timer accepting the buy-out payment loses his/her seniority with the company. Therefore, there is no guarantee the "new hire" will be scheduled to work the maximum 16 hours per week. Another option under the buy-out programme for full-time workers allows a full-timer to forego the buy-out payment and return to work under the part-time wage schedule valid prior to ratification. Under this arrangement, the employee retains his/her seniority and is entitled to work a maximum 22.4 hours per week, depending on availability. The wage grid for the "old part-time" classification offers a maximum of \$11.95 hour.

The buy-out programme for part-time employees was similar to that for full-time, but offered less money. Part-timers could accept \$500 for every year worked, up to a maximum of \$5,000. Again, if a part-timer accepted the buy-out, they could return to work as a "new hire". Unlike full-time employees, though, there are restrictions on the number of hours a buy-out part-timer can work. As stipulated in the collective agreement, the eligible maximum number of hours of work per week is calculated as the average number of hours worked per week from May 1993 to November 1993 (6 months prior to the strike). In most instances, part-timers accepting the buy-out will be working less than 22.4 hours per week, which was the maximum prior to the strike, and probably less than 16 hours a week, which is the maximum for previous full-time employees. For instance, one part-time cashier interviewed said that her average was calculated as 15 hours per week, giving her earnings of approximately \$100 a week. Furthermore, there is no guarantee that if a part-time employee accepts the buy-out she will be rehired, and even if she is rehired, she starts as a new hire with no seniority.

Finally, it must be stressed that another critical dimension of the buy-out programme is that 60 percent of the “hours” freed up by the elimination of 700 full-time jobs are available to the “new hire” part-time classification. The remaining 40 percent of the 25,900 hours are relegated to the “old” part-time category. The new part-time “courtesy clerk” can work a maximum of 12 hours per week and receives the remaining hours in the store, after full-time, “old part-time” and “new hires” receive their hours.¹³ The start rate for the courtesy clerk is minimum wage and the maximum is \$8.50 per hour after 36 months.¹⁴ Hence, the part-time employees are subject to lower-wage tiers *at the same time as* full-time jobs are being eliminated.

These considerable concessions led to extensive disagreement between the union executive and the membership, especially the part-timers. By the end of the strike the company had made three contract offers — all three had been endorsed by the Executive. Two tentative agreements were rejected by the part-time unit, and the third contract offer was only agreed to under difficult circumstances. A particularly controversial event concerned the legality of a ratification vote to accept the second tentative contract offer. The vote was split between the full-time and part-time locals, with the full-timers accepting the agreement and the part-timers rejecting it. The local executive endorsed the offer and wanted the tentative contract ratified. Many of the rank and file disagreed with the position of the executive because they did not like the agreement and furthermore they believed that the local constitution required a majority vote from both the full-time and part-time members.¹⁵ The membership also complained of insecure balloting (double-voting) at ratification meetings. For these reasons, members argued that the union should not have negotiated a memorandum of settlement. A group of disgruntled workers took the union to the Ontario Labour Board under a complaint of unfair representation where it was decided, without a formal hearing, that to achieve ratification a new vote would be taken requiring a

13. Courtesy clerks are restricted in their duties to performing parcel pick-up, parceling, buggy collection, carry-outs, sweeping, price-checks and returns, and thus this new position cannot displace cashiers or other jobs in the store but it may reduce the work of production clerks.

14. See: Canada Labour Views, Facts and Trends, March 7, 1994.

15. I attended the meeting at the Ontario Labour Board February 2, 1994. Approximately 40-50 union members from Hamilton, Whitby, Sarnia, London and Toronto stores were present. The agreement reached required majority acceptance from all three locals (i.e., Local 175 Part-Time, Local 175 Full-time and Local 633). Shortly after going to the Labour Board, the NDP appointed a special mediator, Vic Pathe, to resolve the dispute, and two and one-half weeks later the strike was over.

majority from all three locals, as had been the practice at the local for the past 25 years. This conflict between the union leaders and the membership reflected more than a disagreement over voting procedure. From the viewpoint of the membership what really was at issue was the terms of the tentative agreement which they believed "sold out" the membership, particularly the part-time employees.¹⁶

Following the events at the Labour Board, a third tentative agreement was reached but this offer was accepted only after questionable ratification procedures were used. One retail worker felt that the union had pressured members into accepting the final agreement.¹⁷ Another union member believed the union had purposely divided workers for the ratification vote, which occurred at 28 locations, so that critical discussion of the proposed agreement could not take place. She explains, "they [the union] split us up so much, so that if there were any rabble-rousers or anybody who would question anything, they were so divided that our meetings seemed tame. Nobody asked anything, ... I kept thinking, I don't know if the union is in cahoots."¹⁸ Although the terms of the new contract were very complex, they were not fully explained by the union leadership. There was a strong perception from the members that the union wanted an end to the strike, despite the concessions.¹⁹

Following the strike, there was considerable disruption caused by reorganization and displacement of staff. The company violated 26 articles of the collective agreement and at least 1500 grievances were filed, of which many concerned seniority rights.²⁰ In the period following the strike, full-time employees had their weekly hours reduced to 24 from 37, causing considerable resentment toward the company and generating over 500 grievances.²¹ Other grievances filed pertained to lay-offs. The company was so determined to reduce labour costs that it simply ignored

16. Over the course of the strike three tentative agreements were reached. One of the first offers rejected by the part-time membership allocated 80 percent of "new hours" made available by the buy-out to new part-time hires. Such an agreement would have significantly reduced the number of hours available to part-timers already hired. Even before the strike many part-time employees were receiving very few hours, as few as four hours per week. Interview full-time cashier, February 15, 1994.

17. Interview part-time cashier, March 6, 1994.

18. Interview full-time cashier, March 23, 1994.

19. Newspaper reports confirm this view, see the *Globe & Mail*, February 2, 1994 B1; *Toronto Star*, February 2, 1994 A12.

20. Interview, meat manager, April 11, 1994.

21. Interview, UFCW union representative, Local 175/633, May 18, 1994.

collective agreement provisions. Although full-time workers had been assured a job guarantee, lay-offs occurred anyway. In fact, A&P *eliminated* female predominant full-time job classes in the service departments where women predominate. It is important to stress that these job classifications were eliminated across the entire province. The company assumed full-time workers would voluntarily accept the buy-out offer. However, only 500 employees opted for the pay-out within the first month of its being offered, with the result that Head Office terminated all full-time meat wrapper, cashier and deli attendant positions. Therefore, under seniority provisions in the collective agreement, cashiers, deli attendants and meat wrappers could not move to another store because they “had no one to bump.” Virtually, all employees within their job classification were eliminated, thus removing the job guarantee. The actions of the company after the labour dispute illustrate the consequences of weak union leadership during the strike. Management felt that they could systematically violate the terms of the negotiated collective agreement without risking further labour disruption.

The precipitous actions of the company had major implications for women retail workers. As a result of A&P's actions on full-time jobs, essentially the only full-time positions remaining in the store are departmental managers, and most are occupied by men. At one store, full-time employees were reduced from a total of 22 prior to the strike to 9 full-time following the strike.²² The downsizing of full-time jobs illustrates the company's intention to retain only a minimal core full-time workforce. These few full-time workers remain only because the company requires their skills to manage departments and to ensure the profit-margin is achieved. As shown above, this category of worker is overwhelmingly male, and thus represents another way in which women are being excluded from full-time positions in the restructuring process.

Another male category of worker that remains at Miracle Food Mart is the meat-cutter. In fact, the union negotiated a special provision in the Local 633 contract which prevents full-time meat cutters from being laid off.²³ Interestingly, the union negotiators anticipated possible lay-off for this male-predominant group and found a way to protect their job security.

22. Interview, former full-time cashier at Miracle Food Mart, March 24, 1994.

23. Interview, assistant meat manager, April 11, 1994. As explained to me, the agreement stipulates that the company cannot “use a part-time meat cutter as long as a full-time meat cutter is on lay-off. If they lay-off a full-time meat cutter, they can't hire a part-time meat cutter.”

OTHER CONCESSIONS IN ONTARIO SUPERMARKET CHAINS

The concessions established at Miracle Food Mart eventually spread to other chains in the province. A similar collective agreement was negotiated with A&P and Dominion stores in 1994 and 1995.²⁴ Both the RW(Steel) and UFCW represent workers at these stores. Again, a buy-out package was offered to full-time and part-time employees, giving them the option of returning to work as a part-time employee for lower wages. The payouts were slightly higher than at Miracle Food, with full-time workers offered \$1500 for each year of service and part-time workers \$750 at Dominion stores (*Globe & Mail*, July 5, 1994 B1).

While most of the media attention has focussed on Miracle Food Mart and A&P concessions have also occurred at Loblaws. The strategy used by Loblaws has been far more subtle than that of other chains, and has primarily focussed on reducing the wages of its part-time workforce. UFCW and Loblaws were the first to negotiate a collective agreement in Ontario that altered the conventional wage structure in food retailing. In July 1990, the part-time wage progression grid was changed so that workers progress through the grid based on the number of *hours* worked annually. Prior to this time, workers automatically moved through the wage progression scale at 6 month intervals. It is important to note that when an employee works a limited number of hours a week, or when there are reductions in store hours, part-time employees move through the grid at a glacial pace. Assuming a retail employee works, on average, 10 hours per week, it could take up to ten years to reach the top rate. In 1996 Loblaws (Local 1000A) negotiated a four-year collective agreement that includes a new part-time wage grid for employees hired after the date of ratification. To reach the top rate of \$12.50 per hour, a part-time employee must work a total of 8751 hours,²⁵ (whereas in 1990 the top rate of \$14.50 could be met by working a total of 5000 hours). Obviously, this represents a tremendous loss to part-timers. The 1996 agreement also included a buy-out for part-time and full-time employees earning more than \$10 per hour. Any employee eligible for the buy-out can return to work *with seniority* as a part-time worker at the permanent rate of \$8 per hour. This kind of wage structure puts Loblaws in a position where they

24. In addition to newspaper reports, the results of these negotiated agreements were found in "The Memorandum of Agreement of the Renewal of the Collective Agreement Dated the 29th Day of October, 1994 Between New Dominion Stores, and Retail Wholesale Canada, Canadian Service Sector Division of the United Steelworkers of America, Local 414" and CCH Canadian Industrial Relations and Personnel Developments, No. 11, March 17, 1993.

25. Interview, part-time Loblaws cashier, January 24, 1997.

can hire an army of part-timers but offer them one shift a week, making it almost impossible to reach the top rate. This is a strategy that operates to contain wage rates for part-timers, and severely limits opportunities for low seniority workers. In addition, Loblaws has implemented a policy of attrition for full-time positions, such as cashier, making it impossible for part-time employees to be promoted to full-time.²⁶ Once again, the situation at Loblaws points to the lack of a strategic direction on the part of the union regarding its part-time membership.

PATTERN BARGAINING BREAKDOWN

Another major change in collective bargaining in retail food concerns the dissolution of pattern bargaining. As noted earlier, retail unions in Ontario used to negotiate similar expiration dates of contracts and similar wages, work conditions and other items in collective agreements. By 1992 the pattern in retail food had begun to break down when Miracle Food Mart signed a one-year contract, while Loblaws signed a four-year contract.²⁷ Interestingly, a major issue at the bargaining table with UFCW and A&P during the Miracle Food Mart strike was the expiration date of the collective agreement. The union was keenly aware that they had left the pattern when they negotiated a one-year contract in 1992. The union wanted a three-year agreement that coincided with the expiration dates of most of the other major chains. Unfortunately, they were unable to achieve this and currently collective agreements of major chains are not due simultaneously, as this labour relations analyst remarks:

In addition to the variation in wage settlements, there was further dissolution of the expiration date pattern: Ottawa-area Loblaws stores signed a two-year agreement; Valdi Foods, Fortinos and some No Frills signed four-year agreements; and Zehrmart, six-year agreements. The remainder of the pattern settled three-year agreements (Ontario Ministry of Labour 1994).

With staggered contract expiration dates, locals are in a weak position to coordinate bargaining demands. Indeed, the effect of separate bargaining deeply divides locals because companies demand parity with lower-rate contracts. The weakening of labour standards is particularly

26. Interview, part-time cashier Loblaws, March 15, 1995.

27. In April 1992, Loblaws President Richard Currie warned 14,000 unionized Loblaws employees that in upcoming contract negotiations, workers should not expect wage levels commensurate with other domestic unionized chains, and he referred to the caterpillar strike in Illinois, USA, in which the United Auto Workers was humbled into accepting a break in industry pattern bargaining. See: Canadian Industrial Relations and Personnel Developments, CCH Limited, No. 20, May 13, 1992.

acute when locals fear a company will close stores or convert to franchises. In this situation, a union may agree to concessions hoping that gains will be made in later rounds of bargaining. Almost inevitably, however, industry standards are lowered, as we have seen in the case of Miracle Food Mart and Dominion chains in Ontario. As a result of the breakdown in pattern bargaining, labour norms that had been well established in grocery retail in Canada until the mid 1980s have been systematically eroded.²⁸ The loss of pattern bargaining is another blow to the food retail sector and indicates an inability or unwillingness of the retail unions to formulate a forward-thinking strategy to combat corporate power in the sector.

SUMMARY AND CONCLUSION

It is important to recognize in an era of restructuring that unionized workers are vulnerable to corporate strategies to lower wages and undermine conditions of work. At one time, unionized food retail employees were the “aristocracy” of labour within the retail sector, but they have suffered a severe blow in their wage levels and work conditions. In just a few years pattern bargaining in retail food has broken down and hard-won gains achieved in earlier decades have been lost.

Supermarket chains have followed aggressive campaigns to eliminate their higher paid full-time and part-time workers by offering buy-outs to employees. Many full-time employees accepted a buy-out settlement only to return to the supermarket as a low-paid, low-seniority, part-time hire. A major aspect of buy-out policies is that they allow companies to hire part-time employees at lower wage rates. Every major supermarket chain in Ontario has instituted multi-tiered wage structures in the part-time classification.

For the food retail corporations, the benefits of multi-tiered wage structures and buy-out programmes are obvious. The buy-out permits companies to retain an already trained workforce at low wage rates. Eliminating full-time employees allows managers to displace higher paid, long-service employees with low-wage workers in the part-time classification. There is thus a splintering of the workforce into various tiers. Workers receive different wage rates, are entitled to different job guarantees and numbers of hours of work, and are eligible or ineligible for benefits depending on seniority. In the supermarket, not only is there a deepening of the dual labour market between a very small core labour

28. On a discussion of the breakdown of pattern bargaining in Western Canada see Collins (1996).

force and a peripheral labour force, but the peripheral labour force is further subdivided into segments. Retail food corporations have ensured there is flexibility within the flexible workforce. Multi-tiered wage structures for part-time workers place restrictions on the level of wages that part-timers can earn, while provisions in collective agreements also stipulate limits on the number of hours part-time employees are allowed to work. Restricted entitlements on hours, wages and job placement has a further effect on benefits entitlement for workers in the part-time classification. All of these measures allow companies to save enormously on labour costs.

Finally, gender divisions further divide the retail workforce. As we have seen, women have been unevenly affected by supermarket reorganization. The differential gender impact of the concessions need to be made explicit. Women retail workers, who are concentrated in the service departments, both as part-time and full-time employees, have seen their hours of work reduced or their full-time jobs eliminated. Given the gender designation of work in the supermarket, it is clear that women are especially vulnerable to flexibility.

Of crucial importance to the issue of part-time work is the fact that the different wage grids within the female predominant group reinforce historic patterns of systemic gender discrimination in pay. By dividing part-time workers into separate categories, and paying them different wage rates, wage inequities are deepened and the part-time workers are made more vulnerable to exploitation. Indeed, the splintering of part-time wage grids into lower-paying tiers constitutes a blatant case of wage inequity for the simple reason that some part-time workers are doing exactly the same work as other part-time workers for less pay. One could argue that the part-time wage structure actually violates the principle of equal pay for equal work. In fact, many long-service, fully-trained, and experienced employees who accepted buy-outs are performing the same work as when they were employed full-time. The two-tiered wage approach cannot be justified on the grounds that newer entrants to the workplace are inexperienced since it is often highly experienced workers who are doing the work.

It is obvious that in the changing context in which supermarkets are searching for cheaper and flexible labour, part-time work is particularly open to exploitation. This fact has been realized by other unions such as the Canadian Union of Postal Workers (CUPW) which has made part-time work a central issue in negotiations. From the 1960s onwards, CUPW consistently argued for pro-rated benefits and opposed multiple wage grids that differentiated between part-time and full-time work (White 1990). The contingent or part-time workforce requires these kinds of

diligent protections. But rather than redressing systemic gender inequities, the retail unions continue to negotiate pay differentials which entrench inequalities between full-time and part-time workers. Moreover, there is almost no possibility for part-time workers to gain full-time employment. With the exception of departmental manager positions, which are dominated by men, there are almost no full-time jobs remaining at the store level. The loss of full-time work is significant in an industry employing over 300,000 workers, representing almost 4 percent of total employment in Canada.²⁹ The total elimination of female-predominant jobs in the aftermath of the Miracle Food Mart strike is a particularly clear example of the gender specific consequences of corporate restructuring in the sector. Because retail unions are not confronting the structures which segregate women into lower-paying jobs, the industry is building upon the historic gender division of labour to restructure work in the supermarket. In the case of the Miracle Food Mart chain, women workers primarily bore the brunt of supermarket reorganization.

Unionized food retail workers were once the most privileged group of workers in the entire retail sector. However, within a very short period of time — just five years — “good jobs” in the industry have been transformed into “bad jobs.” The majority of food retail workers no longer receive high wages, instead the majority work part-time; many are paid at minimum wage. The food retail case aptly demonstrates how ineffectual business unions are in opposing the prerogatives of globalization, and how they are incapable of fully protecting their members against employer demands for concessions. Although women have suffered disproportionately from restructuring, even the full-time male workforce is under attack. Clearly, greater effort needs to be directed toward confronting the power of capital in its quest for low-wage, flexible labour.

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RÉSUMÉ

Restructuration corporative, négociation avec concessions et emploi féminin dans l'alimentation au détail en Ontario

Cet article examine la négociation collective dans trois grandes chaînes de supermarchés en Ontario. Nous nous concentrons surtout sur la réponse syndicale à la restructuration du marché du travail et des milieux de travail. Même s'il faut reconnaître que les syndicats du commerce de détail connaissent de très grandes pressions de la part des employeurs pour accepter la négociation avec concessions, ni le United Food and Commercial Workers Unions (UFCW) ni le Retail, Wholesale Union (RW), représentant la majorité des travailleurs de l'alimentation au détail en Ontario, ne résistent de façon adéquate aux initiatives patronales de flexibilité du travail, surtout en ce qui a trait aux employés à temps partiel. De façon plus particulière, les syndicats ne s'opposent pas l'implantation de nouveaux niveaux salariaux qui divisent la main-d'oeuvre avec, d'un côté, les travailleurs à temps plein, surtout masculins et, d'un autre côté, les travailleurs à temps partiel, surtout des femmes. Comme nous le démontrons, les récentes concessions en négociation ont particulièrement désavantagé les femmes, celles-ci étant disproportionnellement représentées dans la catégorie de salaires plus bas pour les temps partiels.

On prétend qu'une des raisons les plus importantes de l'incapacité de ces syndicats de résister efficacement aux stratégies de restructuration des chaînes alimentaires réside dans leur longue histoire de syndicalisme d'affaires. Telle approche à la négociation est incapable de combattre

efficacement cette campagne patronale pour des concessions et pour la restructuration des milieux de travail. Durant les années 1990, les détaillants en alimentation sont devenus plus agressifs envers les syndicats et ont choisi d'éliminer les emplois à plein temps. De plus, la catégorie des temps partiels croît et représente maintenant la grande majorité de la main-d'oeuvre de cette industrie.

À l'exception d'un noyau de cadres à plein temps, il n'existe presque plus de tels emplois dans le secteur des supermarchés. Malgré le fait que le patronat est de plus en plus en demande lors des négociations, les syndicats ne présentent aucune stratégie adéquate pour contrer de telles attaques. En effet, l'expérience récente des négociations en Ontario démontre que les syndicats sont pris dans une spirale de concessions où ils perdent de plus en plus. Le résultat en est que les plus vulnérables, les temps partiels, sont sujets à des taux de salaire à la baisse et à une détérioration de leurs conditions de travail.

Les implications de cette restructuration pour les femmes est clairement illustrée par la grève pan-provinciale de l'UFCW contre la chaîne A & P, Miracle Food Mart. On y voit ici que le syndicat a accepté de nouveaux niveaux de salaires pour les temps partiels ainsi que le rachat des travailleurs à temps complet et à temps partiel. Ceci a eu pour effet de réduire sensiblement le nombre des emplois les plus payants dans les magasins, surtout pour les femmes. Non seulement le syndicat a-t-il négocié des concessions substantielles, mais il a adopté des procédures de ratification qui rendent difficiles les remises en question du contenu de la convention collective ou simplement de poser des questions ouvertement et de s'opposer aux concessions.

Je prétends que les syndicats ne travaillent pas à résister à ces nouvelles structures qui creusent le fossé des inégalités dans les supermarchés. En fait, les inégalités sexuelles qui ont toujours existées dans ce secteur demeurent et même s'accroissent avec la restructuration. En même temps, même les protections pour les plus privilégiés, les temps pleins, disparaissent. Les syndicats ne mettent aucune limite à la stratégie de flexibilité de bas salaires du patronat.

Cet article contient quatre parties principales. La première présente le haut degré de concurrence de l'industrie des supermarchés ayant mené les employeurs à des stratégies de flexibilité du travail et de bas salaires. Ensuite, nous nous arrêtons à une analyse de l'histoire syndicale dans ce secteur. Cela nous aide à mieux comprendre leur succès passé et leur incapacité à réagir efficacement aux nouvelles exigences. Cela explique aussi comment les syndicats ont contribué à la formation d'un marché du travail discriminatoire dans l'alimentation au détail. En

troisième lieu, nous présentons la composition de la main-d'oeuvre de cette industrie. Cela nous permet de comprendre les implications sexuelles de la restructuration des supermarchés. Finalement, nous recensons les concessions en négociation chez Miracle Food Mart, A & P/ Dominion et Loblaw.

Cette étude sur l'alimentation au détail démontre combien inefficaces sont les syndicats d'affaires à s'opposer aux prérogatives de la globalisation et à protéger complètement leurs membres contre les concessions demandées par les employeurs. Même si les femmes ont souffert de façon disproportionnée de la restructuration, les travailleurs à plein temps sont également attaqués.

RESÚMEN

Sexo, reestructuración corporativa y negociación de concesiones en el sector de la venta de alimentos en Ontario

Este documento examina la negociación colectiva en tres cadenas de supermercados en Ontario. Se argumenta que los sindicatos del medio tienen un historial de unionismo empresarial que ya no es efectivo delante de las demandas agresivas de la parte de las corporaciones. Los sindicatos no pueden defender los empleos a tiempo completo de sus miembros los más seguros. Aun más, la presión corporativa por un mayor flexibilidad está expandiendo rápidamente los empleos a medio tiempo y reduciendo los niveles salariales. Como las mujeres están representadas en una proporción mayor en este sector en los empleos de medio tiempo y a bajo salario y porque son ellas las que ahora tienen menos posibilidades de ascenso en el empleo, son ellas las más vulnerables dentro de esta reestructuración corporativa. Las especificaciones relativas al sexo de la reestructuración son examinadas en un análisis de la reciente huelga provincial en la cadena Miracle Food Mart.