

English Guide for Integrating Gender-Inclusive Language in Collective Agreements

INTRODUCTION

The Treasury Board Secretariat (Employer) and the Professional Institute of the Public Service of Canada (PIPSC) both embrace the importance of making the language of the collective agreements as gender-neutral and inclusive as possible in order to avoid bias towards a particular sex, social gender or gender identity.

PURPOSE

These guidelines are to be used:

- By the Employer and the PIPSC:
 - when integrating gender-neutral and inclusive language in the existing collective agreements
 - as a “how-to” guide when drafting new provisions during collective bargaining
- By reviewers, translators and other language professionals when tasked with revising language to conform to the guidelines.

These guidelines are **not** intended as a basis for making changes to the application, scope or value of the collective agreement.

When, in exceptional circumstances, the application of these guidelines negatively impacts the readability of the text, the translator/ reviewer must indicate this in the document, in the form of a comment, so that the parties can decide the issue.

Similar guidelines are also available in French to ensure consistency in the gender-inclusive language used in the collective agreements.

CONTEXT

The six (6) collective agreements concluded between the Employer and PIPSC in 2019 each include a Memorandum of Understanding (see [Annex 1](#)) in which the parties committed to establish a Joint Committee to review the collective agreements to identify opportunities to render the language more gender-inclusive.

This guide is based on the Joint Committee’s review of the Research (RE) and Audit, Commerce and Purchasing (AV) agreements; it was also thoroughly tested against the Computer Systems (CS) Collective Agreement by language professionals at the Translation Bureau to ensure its clarity, applicability and usefulness.

GUIDELINES

NOTES:

- 1) *All changes made to the language of the collective agreements in accordance with these guidelines must be highlighted in tracked change mode so that they can easily be identified by the parties.*
- 2) *It is important to remember that these changes must not alter the application, scope or value.*
- 3) *Names of Leaves, Benefits and Allowances referring to governmental programs (ex. “maternity benefits”) do not change.*

These guidelines provide a step-by-step approach to gender-neutral writing in English to be implemented in the following order of priority:

1. **Replace gendered pronouns (e.g., he/she, him/her and his/hers) by the singular “they”, “their” and “them”.** The singular “they” is the preferred alternative to the generic use of gendered pronouns. (i.e., he/she, him/her, his/hers). This makes the most sense in situations where the gender of the person that the pronoun refers to is unknown or non-binary.
2. **Repeat the noun to avoid confusion when there are two different nouns.** An exception to the use of the singular “they” is where there are two different nouns that could lead to confusion in a sentence. In these situations, it is preferable to repeat the applicable noun instead of using the pronoun. (See [Annex 2](#) for more information and examples.)
3. **Use gender-neutral alternatives.** Although some words, often nouns, are associated with a gender, gender-neutral alternatives can generally be found. For example:
 - person or individual (instead of “man” or “woman”)
 - spokesperson (instead of “spokesman”)
 - artificial or synthetic (instead of “man-made”)
 - chair or chairperson (instead of “chairman”)

Further to these examples, a comprehensive list of approved words to describe family members can be found in [Annex 3](#) of this document.

4. **Use plural subjects only in exceptional circumstances.** Using plural subjects such as “employees” rather than the singular “employee” can be useful to render a provision more gender-neutral and inclusive. However, it is important to ensure that doing so does not change the application, scope or value of the provision. The use of this technique should be flagged by the reviewer for the parties’ further consideration. (See [Annex 2](#) for

more information and examples.)

5. **Use rephrasing only in exceptional circumstances.** It is acknowledged that some sentences may require rephrasing to be written in a gender-inclusive and neutral way, but only in very rare circumstances. It is important to ensure that doing so does not change the application, scope or value of the provision. Any use of this technique should be flagged by the reviewer for the parties' further consideration.

6. **Change terms that designate an entity.** Gendered pronouns that refer to an entity, rather than a natural person, should be replaced with the pronoun "it" unless the provision includes more than one subject that designates an entity. In that situation, for the sake of clarity, the subject (for example the "Employer", the "Bargaining Agent", and the "Union") should be repeated. One exception to this rule is "Deputy Head" – in this case, the subject should never be replaced with the pronoun "it" and always repeated.

7. **Integrate new French terminology.** The collective agreements contain certain French terms in "Article 2: Interpretation and Definitions" and in the Appendix on "Workforce Adjustment". Please make the following replacements to ensure alignment with the gender-inclusive language used in the French version of the collective agreements.

Current English Term	Current French Equivalent	New Term
Employee	Employé	Personne salariée
Opting employee	Employé optant	Personne salariée optante
Surplus employee	Employé excédentaire	Personne salariée excédentaire
Affected employee	Employé touché	Personne salariée touchée
Surplus status	Statut d'employé excédentaire	Statut de personne salariée excédentaire
Surplus priority	Priorité d'employé excédentaire	Priorité de personne salariée excédentaire

8. **Update certain instances of "Maternity".** With the exception of "maternity benefits", which refers to a specific legal entitlement under the EI program and QPIP, all references to "maternity" in the agreement should become "pregnancy/maternity".

For example, you would modify the following:

17.03 Pregnancy/Maternity leave without pay

- a. An employee who becomes pregnant shall, upon request, be granted **pregnancy/maternity** leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than eighteen (18) weeks after the termination date of pregnancy.

17.04 **Pregnancy/Maternity allowance**

- a. An employee who has been granted **pregnancy/maternity** leave without pay shall be paid a **pregnancy/maternity** allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraph (c) to (i), provided that she:
 - i. has completed six (6) months of continuous employment before the commencement of her **pregnancy/maternity** leave without pay,
 - ii. provides the Employer with proof that she has applied for and is in receipt of **maternity benefits** under the Employment Insurance or the Québec Parental Insurance Plan in respect of insurable employment with the Employer,

(...)

- k. The maximum combined, shared **pregnancy/maternity** and standard parental allowances payable shall not exceed fifty-seven (57) weeks for each combined **pregnancy/maternity** and parental leave without pay.

INCONSISTENCIES AND IMPROVEMENTS TO READABILITY

In applying these guidelines, the person reviewing the text may encounter other drafting issues, such as inconsistencies, errors, or clarity or readability issues. All such cases should be reported, in a tracked change mode (with comments if necessary) in a separate version of the document, so that the parties can act on them during the collective bargaining process. Reviewers should suggest corrections whenever possible, keeping in mind that corrections and accompanying remarks are not addressed to language specialists.

DISCLAIMER

Eliminating words or phrases with unwanted gendered connotations while retaining the application, scope and value of the provision may in some instances pose a challenge. Deviating from these guidelines, however, may result in a text that does not meet the requirements of the Employer and the PIPSC.

It is important to remember that amendments should not, under any circumstances, result in any changes to the application, scope or value of a provision of the collective agreement. For this reason, the use of plural subjects and rephrasing are to be used on an exceptional basis only in cases where no other option is suitable. These circumstances should always be brought to the attention of the parties in the form of a comment.

ANNEX 1

Memorandum of Understanding Between the Treasury Board of Canada and the Professional Institute of the Public Service of Canada with Respect to Gender-Inclusive Language

This memorandum is to give effect to the agreement reached between the Treasury Board of Canada (the Employer) and the Professional Institute of the Public Service of Canada regarding the review of language in the AV, CS, NR, RE, SH and SP collective agreements.

Both parties are committed to and support gender neutrality and inclusivity. To that end, the parties commit to, during the life of the above-noted collective agreements, establishing a Joint Committee to review the collective agreements to identify opportunities to render the language more gender-inclusive. The parties agree that any changes in language will not result in changes in application, scope or value.

Both parties acknowledge that gender inclusivity is more difficult to achieve in the French language compared to the English language but are committed nonetheless to further supporting and increasing gender neutrality and inclusivity in the collective agreement.

The Joint Committee agrees to begin their work in 2020 and will endeavour to finalize the review by December 2021. These timelines may be extended by mutual agreement.

ANNEX 2 SAMPLE APPLICATION OF GUIDELINES

Repetition of the noun (Guideline No. 2)

Repeat the noun to avoid confusion when there are two different nouns. An exception to the use of the singular “they” is where there are two different nouns that could lead to confusion in a sentence. In these situations, in order to avoid confusion, it is preferable to repeat the applicable noun instead of using the pronoun.

Consider the following examples,

***7.02** The Employer agrees that publications prepared by an employee, within the scope of ~~his~~ **the employee’s** (instead of “their”) employment, will be retained on appropriate departmental files for the normal life of such files. The Employer will not unreasonably*

withhold permission for publication. At the Employer's discretion, recognition of authorship will be given where practicable in departmental publications.

18.07

- c. An employee who has made a request under paragraph 18.07(a) above is entitled to continue in ~~her~~ **their** current job while the Employer examines ~~her~~ **the employee's** (instead of "their") request, but, if the risk posed by continuing any of ~~her~~ **their** job functions so requires, ~~she~~ **the employee** is entitled to be immediately assigned alternative duties until such time as the Employer: (...)

Use of plural subjects (Guideline No. 4)

Using plural subjects such as "employees" rather than the singular "employee" can be useful to render a provision more gender-neutral and inclusive. However, it is important to ensure that doing so does not change the application, scope or value of the provision.

For example:

*Each employee is expected to organize his hours of work, workdays and days of rest in order to suit his individual research project(s), subject to the approval of the Employer.
(original)*

and:

*Employees **are** expected to organize **their** hours of work, workdays and days of rest in order to suit **their** individual research project(s), subject to the approval of the Employer.*

In the example provided above, the use of a plural subject could create subtle changes to the meaning of the provision. The first provision emphasizes that each employee, individually, is expected to organize hours of work, workdays and days of rest. The second provision, using a plural subject, may be interpreted differently, as it could suggest that employees are expected to organize their hours of work together or collectively (rather than have the responsibility on each employee individually). The original meaning using "each employee" was objectively meant to put the emphasis on the individual responsibility of each employee. The second could suggest that organizing hours of work, workdays and days of rest are a collective effort rather than an individual one belonging to each employee.

In this situation the preferred solution would be to use the singular "their" in the sentence:

*Each employee is expected to organize **their** hours of work, workdays and days of rest in order to suit **their** individual research project(s), subject to the approval of the Employer.*

Generally, if the potential meaning of a provision could change as a result of using a plural subject, the use of the singular "their" is the preferred option.

ANNEX 3: GENDER-NEUTRAL FAMILY TERMS

Current vocabulary	New vocabulary ¹
Father, Mother	Parent Guardian Caregiver
Stepfather, Stepmother	Stepparent
Foster parent	Same
Brother, Sister	Sibling
Stepbrother, Stepsister	Stepsibling
Spouse	Same
Common-law partner	Same
Child	Same
Child of common-law partner	Same
Stepchild	Same
Foster child	Same
Ward of the employee	Same
Grandchild	Same
Father-in-law, Mother-in-law	Parent-in-law
Daughter-in-law, Son-in-law	Child-in-law
Sister-in-law, brother-in-law	Sibling-in-law
Grandparents	Same
Relative	Same

¹ The parties agreed to use the **plural form** of gender-neutral family terms in the definition of family as well as in provisions where family is defined in collective agreements, in both French and English.