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Buying Time: Gendered Patterns in Union Contracts

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As products of negotiations, union contracts provide insight into areas of stress concerning work hours and schedules. Our analysis demonstrates the ways workers in two occupations—nurses and firefighters—use collective bargaining to develop workplace policies that enable them to manage jobs and family. The contracts show significant differences between firefighters and nurses over issues of work scheduling, overtime, and vacations. These differences reflect nurses' concern with putting boundaries on their work lives in favor of caregiving and firefighters' concern with breadwinning. Nurse contracts specify scheduling rules in detail, heavily restrict mandatory overtime, and outline guidelines for distributing prime time vacations. Firefighter contracts, by contrast, downplay the substance of scheduling processes in favor of emphasizing fairness among firefighters in the context of restrictive weekly schedules and equal access to overtime opportunities. Findings suggest not only that union contracts are an important tool with which workers manage the competing demands of work and family, but that the manner and extent to which such negotiations happen are shaped by gendered occupation. Keywords: collective bargaining; family; gender; unions; work time.

A growing literature addresses inequalities in work hours and schedules (Jacobs and Gerson 2004; Presser 2003) and their centrality to work-family conflict and related policy (Kelly 2006). Scholars have devoted much less attention to the processes that produce these hours and schedules. This article examines union contracts to gain insight into those processes.

Some of the best insights into a social system come from examining its points of stress or conflict. Divorce can be one avenue to illuminate the complexities of modern marriage; financial collapse can show the flaws in government regulation. We argue that union contracts, and negotiations over them, provide one important angle for insight into the areas of stress on work hours and schedules, our focus in this article. Unlike survey responses, which reveal individual attitudes in the abstract, clauses in union contracts are the products of actual negotiations. Because contracts are written records of past struggles and negotiations, they are an especially useful data source to explore conflicts between management and workers on the topic of time pressures. An issue is incorporated into a contract only because it has been, or is expected to be, a point of dispute.

Using union contracts to assess the points of stress and contention for work hours and schedules is not the same as assessing whether or not unions in general have an impact on hours and schedules. In trying to understand whether unions have an impact on issues, especially on work-family issues, most studies treat all unions as the same; for many large-scale data sets there is no way to do anything else. This article shows that there is major variation in what unions push for; differences that are closely linked to the gender of membership, especially in the area of work-family considerations.

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We use an analysis of union contracts to demonstrate the divergent ways in which workers in two occupations—one traditionally feminine, nurses, and the other traditionally masculine, firefighters—use collective bargaining as a mechanism to develop workplace policies that enable them to manage jobs and family. Specifically, the contracts show significant differences between firefighters and nurses over issues of work scheduling, overtime, and vacations. We find that both nurses and firefighters use their union power, and union contracts in particular, to create conditions that allow them to better fulfill conventional gender roles: breadwinning for overwhelmingly male firefighters and caregiving for nurses, who are overwhelmingly women.

Literature Review

We first examine research on the significance of families for work time, and on the gendered character of such issues. We then situate that discussion by showing that time issues matter to union workers, and union contract negotiations are one of the ways to address those issues.

Work Time: The Significance of Families and Gender

Considerable research has debated whether Americans are now working longer hours than they did a few decades ago (Bianchi, Robinson, and Milkie 2006; Bluestone and Rose 2000; Figart and Golden 2000; Rubin 2007; Schor 1991) and has examined the importance of factors beyond the workplace, especially to families, in shaping work schedules. Although individual paid work time has not increased in recent decades, the growth of women's full-time employment means that, on average, combined paid work time for family units has increased (Jacobs and Gerson 2004). The increased prevalence of dual-earner and single-parent families has increased work-family tensions. While affluent women may sometimes have the option to withdraw from the labor force and focus their energies on mothering (Blair-Loy 2005; Stone 2007), for working-class women, "opting out" of paid employment is far less feasible (Boushey 2005). The changed landscape of U.S. families both evidences and reinforces the tension between the need to support children or other family financially and the need to spend time with them.

Strategies for managing work-family conflict are shaped not only by constraints of social class, but also by gender scripts. Although men have increased the number of hours they spend on fathering, women still spend considerably more hours parenting than do men (Sayer, Bianchi, and Robinson 2004; Townsend 2002). Particularly in an age of "intensive mothering" (Hays 1998) and "concerted cultivation" of children (Lareau 2003), at least in the middle class, one normative expectation is that mothers will fulfill the role of primary caregiver by organizing their lives, including paid work, around the demands of parenting. Even those women workers who require full-time employment may use strategies such as night-work in attempts to adhere to gendered cultural scripts (Garey 1995).

Fatherhood in this "traditional" model entails "care" for children in the financial sense, in fathers' capacity as breadwinners (Cooper 2000; Hochschild 1989), including putting in long hours and seeking out extra pay. For men, breadwinning is an essential component of what Nicholas Townsend (2002) calls "the package deal" of hegemonic masculinity. But for many men, and for working-class men in particular, an exclusive focus on breadwinning may not be an option. Fathers may need to provide some care for family members to facilitate their spouse or partner earning an additional income. In some cases men's work schedules are opposite those of their partners so that both can participate in unpaid, as well as paid, labor (Deutsch 1999; Shows and Gerstel 2009).

The ability to control basic work schedules, especially to gain flexibility, is emphasized in much of the work-family literature. The White House issued a report and held a conference on the issue (Council of Economic Advisers 2010), and scholars have examined how access to flexible schedules is distributed, concluding that such policies are most likely to be offered to higher income workers (Golden 2001; Watson and Swanberg 2010; Williams 2010). Susan Lambert

and her colleagues (Lambert 2008; Lambert and Waxman 2005) argue that for low-wage workers, management-driven “flexibility” usually means instability, that is, a schedule that fluctuates frequently and produces fragmented and uncertain hours.

Much as family structures shape and are shaped by normative gender expectations, some aspects of gender identity are products of organizational processes, the examination of which is a necessary component of understanding gender inequality (Acker 1990). While organizational structures, jobs, and workers have traditionally been theorized as gender neutral, analyses of “advantage and disadvantage, exploitation and control, action and emotion, meaning and identity” indicate otherwise (Acker 1990:146). For example, the ideal worker is characterized as masculine, unattached, and focused solely on full-time employment (Williams 2000).

In this article we use a comparison of union contracts from workers in two occupations, one masculine (firefighters) and one feminine (nurses), to make visible the extent to which gender shapes not just experiences in the workplace, but the management of work and family tensions. Nursing is a field dominated by women, who account for 91.7 percent of all nurses (U.S. Census Bureau 2008). Moreover, contemporary nursing is recognized as a stereotypically feminine occupation, emphasizing caregiving and maternal qualities more generally (Williams 1995). By contrast, firefighting—which is even more gender segregated than nursing at 95.2 percent men (U.S. Census Bureau 2008)—is widely recognized as a stereotypically masculine occupation, emphasizing elements of hegemonic masculinity such as risk taking and responsibility (Connell 2005).

Work Time: The Significance of Unions

Nurses and firefighters are also highly unionized occupations, represented by unions widely recognized as active, powerful, and democratic. Despite their weakened position (Chun 2009; Clawson and Clawson 1999; Yates 1998), unions offer a crucial site in which to examine class—a social location that many scholars insist is of growing importance in analyses of work-family policy (Gerstel and Clawson 2001; Williams 2010). “There are about 180,000 collective bargaining agreements in the United States,” with about 60,000 of them negotiated each year (Chaison 2005:107). To the extent that union negotiations address issues of work time, and to the extent that union negotiations reflect the concerns of union members, union contracts become a valuable way of examining what issues matter most to workers in which occupations, in this case nursing and firefighting.

In the unions studied here specifically, and in democratic and well-run unions more generally, preparations for contract negotiations involve meetings where workers raise the issues that most matter to them. From the first contract onward unions may win advances on a wide range of issues over and above wages, benefits, and work policies (Juravich, Bronfenbrenner, and Hickey 2006.). If an issue is included in a contract, it is because one side or the other has experienced it as a concern—or anticipates it might be a concern in the future. Examining these contracts is a way to study what workers and employers consider important enough to negotiate about.

The analyses below explore in detail provisions concerning basic work schedules, and two issues of particular importance to workers and unions in general, overtime and vacations, issues which prior research suggests may differ across gendered occupations (Golden and Wiens-Tuers 2008; Maume 2006). Overtime is an issue of special significance to many workers and unions, and is an issue that has been hotly contested in recent years. According to the 2002 General Social Survey, a substantial portion of the U.S. workforce, 21 percent, were required by their employers to work overtime, and those who were required to do so showed less job satisfaction (Golden and Wiens-Tuers 2005). Vacations are also of importance to workers and unions. Research has demonstrated the importance of paid vacation time for family caregiving responsibilities (Heymann et al 2004; Williams 2010) as well as the persistence of traditional work-family priorities and gender differences in the use of such time (Maume 2006). We expect such gender differences to be reflected in union contracts.

Although there has been very little direct study of unions' response to recent conflicts over work hours, these issues have an important history in labor struggles (Cutler 2004; Marx 1867; Murolo and Chitty 2003). Unionization is often included as a variable in analyses of organizational characteristics that predict whether particular policies are available and used by workers. Findings are mixed. Some researchers have argued that unionization is positively associated with policies beneficial to workers and their families (Clawson 2003; Cobble 2007; Cutler 2004; Galinsky 2001; Gerstel and Armenia 2009; Glass and Fujimoto 1995; Milkman 2007, 2008) while others suggest unions have little effect (Armenia and Gerstel 2006; Cappelli et al 1997; Deitch and Huffman 2001).

Our analysis of union contracts offers particularly useful data to address this debate. Researchers' disparate findings about the impact of unions on issues of hours and schedules may well be a result of combining all unions rather than understanding the importance of variation among them. Following Naomi Gerstel and Dan Clawson (2001), who demonstrate significant variation among unions in their efforts toward and successes in winning work-family benefits, we show that the concerns represented in the contracts of nurses, who are primarily women, differ from the concerns represented in the contracts of firefighters, who are primarily men. More specifically, we demonstrate firefighters' concern with generating more income, in line with the traditional masculine emphasis on breadwinning, in contrast to nurses' concern with setting boundaries on the job so that they may meet the expectations of fulfilling their family obligations. By comparing unions, and specifically unions across gendered occupations, this article begins to account for gendered elements of the variation among them.

Data and Methods

Data

This article draws on two sets of data: collective bargaining agreements and intensive interviews. First, and most importantly, it uses the union contracts of both nurses and firefighters. Nurses and firefighters were chosen because these occupations are in the same sector of the economy but differ in gender type, both in composition and type of work (Britton 2000). In addition, nurses and firefighters are both in the service sector, both must provide coverage 24 hours a day 7 days a week, both do jobs perceived as crucial for public safety, and both groups face similar staffing challenges. Workers in these two occupations were also similar in their family composition. According to the American Community Survey (ACS), 67.7 percent of nurses and 70.8 percent of firefighters were married and 54.6 nurses and 53.9 firefighters had children living in their homes (Ruggles et al 2010).¹

The comparison is strengthened by the fact that both groups are represented by unions widely recognized as relatively active, powerful, and democratic. Union density, that is the proportion of all workers in a field who are union members, is often taken as the single best indicator of a union's power, a finding confirmed by research (Dresser and Bernhardt 2006). Nationally, the union density for firefighters is 72.5 percent, and in the state we studied we estimate it to be close to 100 percent. While nationally the union density for nurses is only 18.6 percent, in the state we studied it is 65 percent for bedside hospital nurses, who are the subject of this study.²

Nurses and firefighters do of course differ in some ways. Two in particular are relevant here, although neither seems to outweigh the similarities in work situations. First, the educational qualifications for nurses are higher than for firefighters, and nurses have higher median annual earnings, a national average, including overtime, of \$55,171 for full-time staff nurses (National

1. American Community Survey for the period covered by contracts in our data set (2000–2006) for workers aged 18 through 65. ACS does not account for unmarried partners.

2. In order to preserve confidentiality, we are not identifying the specific region for the study; region-specific estimates are from the unions involved and/or knowledgeable observers (Hirsch and Macpherson 2010).

Center for Health Workforce Analysis 2010) versus \$47,270 for firefighters (Bureau of Labor Statistics 2009). Firefighters, however, are more likely to work a second job; in a survey we conducted, this almost equalized incomes, but nurses had higher family incomes (\$94,000 to \$77,000) because their spouses earned more than did firefighters' spouses.³ Another difference is that nurses are in the private sector and firefighters are in the public sector, which means they are governed by different sets of labor law, but the basic legal frameworks for collective bargaining are quite similar.

A limit to focusing on these two groups is the inability to explore the significance or insignificance of the racial composition of the workgroup, as both groups are predominantly white. Nationally 11.5 percent of registered nurses are black, 8.1 percent are Asian, and 4.6 percent are Latina/o (U.S. Census Bureau 2008). In the region we studied, however, the numbers are much smaller: 1.8 percent black, 1.0 percent Asian, and .7 percent Latina/o (National Center for Health Workforce Analysis 2010). At the national level firefighters are 7.5 percent black, .7 percent Asian, and 8.8 percent Latino/a. While we do not have regional data for firefighters, we expect that, much like nurses, the proportion of nonwhite firefighters is much smaller in our area.

Within these occupations, we analyze two sets of contracts. For reasons of confidentiality, we do not specify the unions or exact geographic area, but each set of unions covers the same geographic area in the northeast, and each set comes from locals that belong to a single union (one for nurses, one for firefighters). The first set ($n = 45$) is all the contracts between a large nurses' union and area hospital—a nearly complete⁴ set of the contracts with hospitals in force at the time the data were collected. These typically cover two- or three-year periods beginning at some point from 2003 to 2006. They have a median length of 50 pages.

The second set of contracts is comprised of the most recent contracts available for a subset of firefighter locals in a northeastern region that met two criteria: (1) the local had provided their contract to the regional office of the union, and (2) the contract covered cities and towns with populations over 30,000 people—a total of 22 contracts.⁵ The size cutoff was introduced so that the number of full-time firefighters covered by the average contract would approximate the number of nurses covered by the hospital contracts, and in fact there is no statistically significant difference in the sizes of the bargaining units by occupation: the median for firefighters is 131 members and for nurses is 184 members.⁶ Comparing work units of the same size eliminates concerns that any differences we find are a result of levels of bureaucratization, issues that might also be of interest but which are not the focus of analysis in this article. As with the nurses', these contracts include a range of time periods, but most cover three-year periods beginning between 2000 and 2006. The median contract length for firefighters is 40 pages.

We supplement the contract analysis with data collected as part of a study that examined the processes by which workers' hours and schedules are determined in four health-care occupations: doctors, nurses, emergency medical technicians, and nursing assistants (Clawson, Gerstel, and Crocker 2009; Gerstel, Clawson, and Huyser 2007). That larger study included a random sample survey, site observations, intensive semistructured interviews, and document analysis. In this article, we draw on interviews conducted with firefighters ($n = 21$) and with nurses ($n = 64$).

3. The survey was part of our larger study; the survey data presented here as for firefighters are in fact for EMTs, a category that in our geographic area heavily overlaps firefighters, but is not identical to it. The survey had a response rate of 78.2 percent for nurses and 64.7 percent for EMTs.

4. We were given printed copies of the contracts; at the time the union had run out of printed copies of a handful of contracts, estimated at perhaps five. Typically the union had done so because the contract had been in effect for three years and was about to expire; that is, there should be no systematic bias in missing contracts.

5. The fact that the firefighter office does not have a complete set of contracts for its locals indicates that power in the union resides more at the local than at the state-regional level. Failing to send a contract to the regional office could be for many reasons, but by far the most likely is simply not getting around to it, not considering it important enough to worry about. The firefighter contracts we analyze include 47.8 percent of all the cities and towns in this geographic region with populations of 30,000 or more.

6. Where data was available (77.8 percent of hospitals and 77.2 percent of fire departments in the sample), $p = .601$ (two-tailed t -test).

Subjects were drawn either from among the survey respondents or from among the workers at our observation sites. In addition to speaking with both workers and management, we made every effort to represent a diversity of the workforce in terms of shifts, age/seniority, and family structures. Interviews lasted between one and one-and-a-half hours, were transcribed in full, and were coded using NVivo8.

Methods

Coding of contracts occurred in two steps. The initial analysis distinguished content that covered time-related issues, which we sorted into the categories described below, from content that did not. After an initial review of the contracts to identify the range of time-related issues covered within each, we developed a series of coding categories that identified these issues (Krippendorff 2003).⁷ The coding first determined whether (or not) a particular issue was addressed in each contract and then, to assess the salience of each issue, we calculated the amount of space that was allocated to each item. Measurement was recorded as the proportion of a given page within a given contract. In cases where a particular issue was addressed on multiple pages or in multiple sections, those measurements were summed to create a total amount of space dedicated to a particular issue in a single contract. After coding all contracts, we calculated the *percent of each contract* concerned with a particular issue. This final calculation allows us to systematically assess the salience of each code across contracts as it adjusts for the fact that some contracts are longer and more detailed than others.

The amount of space a contract devotes to an issue is an imperfect but rough approximation of the extent to which the issue is a source of stress and contention, just as the number of worker strikes is a rough indication of the extent of labor strife. Of course, some strikes may be more contentious than others, and some short contract clauses may involve more forceful language than longer passages. While the amount of space devoted to a contract issue may not enable us to determine whether it is workers or the employer who are getting their way, on average we expect it to indicate the extent to which an issue is contentious. If the amount of space devoted to an issue is not meaningful, then the variation should be random and there will be no statistically significant difference between firefighter and nurse contracts. In later analyses we examine not just the amount of space, but also the content of the passages.

The codes used were divided into four broad categories: *time-related pay issues*, *work schedules*, *time off*, and *leaves of absence*. The broad category time-related pay issues included policies addressing overtime, on-call pay, and shift differentials. Work schedules included subcategories shift length, definitions of weekend-only, per diem, part-time, and full-time positions, and rules for shift swapping among coworkers. The category time off was divided into two parts. The first, and broadest, included guidelines for arranging time away from work, including vacations, holidays, sick leave, and other personal time. The second included only long-term leaves of absence; these were counted separately from the time off primarily because short-term time off and long-term leaves of absence are qualitatively different both in use and in policy. These codes were consistently applied to both sets of contracts.

Contract text was coded for both manifest and latent content (Weber 1996). That is, passages were assigned to one of these categories if a provision was related to or had implications for workers' time. For example, a contract provision that specifies the differential pay for working on the night shift is about pay. But it is also about time: unlike a standard hourly wage, this pay is intended to compensate employees for working at less desirable times. Therefore, we coded it as time related—specifically to the overarching category “time-related pay issues” and in the subcategory “*shift differentials*.” Similarly, overtime pay is clearly a pay issue. But it is equally, if not principally, an issue about work hours in that it is an attempt to dissuade employers from requiring long hours by imposing additional costs. Consequently, such cases were interpreted as time related.

7. See the Appendix for examples of clauses coded to each time-related category.

While the conception of time used here is broad, and a provision can be simultaneously about two or more issues, those that qualified as time related were coded only to a single category. Decisions about how to code particular passages were based on what was determined to be the primary issue. Take for example the following passage:

Section 3. Overtime

All work performed in excess of eight (8) hours in a day or forty (40) hours in a week shall be paid at one and one-half (1-1/2) times the nurse's regular rate . . . *Paid sick leave, vacation and unworked holidays* for which the nurse has received holiday pay shall be considered time worked for the purpose of this Section (emphasis added).

The above paragraph mentions multiple issues related to time. It clearly outlines guidelines for overtime compensation, but in doing so mentions sick leave, vacation, and holidays. Coding the passage as the primary issue (in this case overtime) reduces measurement error by minimizing overestimates of the space dedicated to time in general as well as to a given time-related issue. As is the case in this example, the primary issue was typically easy to identify based on both the section heading and the text.

A second coding phase involved further examining the substantive content of two subcategories, overtime and vacations. Following the initial coding, portions of the contracts that addressed these specific topics were reexamined in greater detail. Based on this review, a list of provisions on each topic within each set of contracts was generated; for example, the provision that ensures a worker's right to use vacation time with less than 24 hours notice. The content of each contract was then reread and recoded for the presence of such provisions.

Findings

Schedules

Time is a major issue in both nurses' and firefighters' contracts; clauses about time occupy a substantial proportion of the contracts. Time is also highly gendered: on average, 29.1 percent of the space in firefighters' contracts and 40.3 percent of the space in nurses' contracts dealt with hours and schedules ($p < .001$).

As Table 1 shows, the difference between the two groups is primarily the result of the significantly larger amount of space dedicated to the subcategory of work schedules in nurses' contracts. While nurses' contracts allocate a mean of 13.9 percent of total length to the issue of work schedules, only 3.3 percent of the space in firefighters' contracts address this issue ($p < .001$).

In the simplest terms, the difference is this: The firefighter contracts accept that all firefighters will have fixed and invariant schedules requiring them to work nights and weekends, but the nurse contracts specify and regulate in detail a wide range of scheduling options—full time, part time, per diem, weekend only, flex positions, 8-10-12 hour shifts, and assorted mechanisms to negotiate the complexities associated with these options.

For firefighters, the determining principle appears to be that all coworkers will be treated equally, even if this equality creates complications for family life. The firefighter schedules presume (almost) everyone is full time, and all specify an eight-day rotation. In one variant, firefighters work two 10-hour days, followed by two 14-hour nights, followed by four days off. In the other variant, firefighters work a 24-hour day, get 24 hours off, work another 24-hour day, then get five days off. In either case, within the eight-day period, all firefighters work two day shifts and two night shifts; in either case, all firefighters work an equal number of weekends. The eight-day rotation means that if a firefighter works Monday and Wednesday this week, he (or, rarely, she) will work Tuesday and Thursday next week. This obviously complicates child care, and all caregiving, arrangements.

The invariant eight-day rotation does mean that the firefighter's schedule is known far in advance, thus enabling family members to plan activities and their spouses to plan around the

Table 1 • Mean Percent of Contract Dedicated to Time Issues in Nurse and Firefighter Contracts

	Nurses	Firefighters
Total	40.29 (6.41)	29.06*** (8.97)
By subheading		
Work schedules (e.g., shift length, weekend coverage)	13.92 (5.38)	3.27*** (1.59)
Pay-time issues (e.g., shift differentials, overtime)	5.16 (2.12)	6.52 (4.04)
Time off (e.g., vacations, holidays, sick time)	14.64 (4.24)	15.47 (5.41)
Leaves of absence ^a	6.58 (2.54)	3.80** (4.37)
<i>n</i>	45	22

*** $p < .001$. ** $p < .01$. * $p < .05$ (two-tailed *t*-tests)
Note: Standard deviations are in parentheses.
^aLeaves of absence were counted separately from time off. These passages were often very detailed and therefore lengthy.

firefighter schedule. In the interviews we conducted, firefighters regularly noted that each year every firefighter receives several copies of a small calendar showing exactly what day and night shifts his (or her) crew will work. Both firefighters and their spouses or partners keep copies of the crew work calendar in their wallets. As one firefighter told us:

She carries my schedule book with her and if people ask her—let’s go out for dinner next week—she answers, well wait a minute, let me see what Jim is doing.

Another firefighter explained, “My wife, I give her a book in December and say, ‘You want to plan something next November? Have at it; you know what days I’m off.’” The consequence of the rigid firefighter schedule is “She builds her schedule around mine.” One firefighter, for example, told us his wife had found a job where she worked two days a week and she could vary those days, “so she tries to work around my schedule, which, like I said, mine’s already written for the whole year so it’s easy [for his wife] to go and say these are the days I can’t work.” The employer’s inflexible schedule thus almost totally determines the schedule for the firefighter-employee, and substantially shapes the work schedule of the firefighter’s spouse or partner, and to a lesser extent of their children. The family, not the employer, has to adapt.

Most firefighters were happy with this schedule, and thought it was easy to plan around it. One firefighter, married to a teacher, was not happy about the consequences for his daughter:

My daughter—“Daddy, I need a ride here, Daddy, I need a ride there.” Well, honey, I’m going to be locked into the station, I can’t help you. You have to work it out with your mother. And if my wife is busy and she’s got things going with school, well guess what just happened? You’re not going here, you’re not going there, and there’s nothing we can do about it.

Another wasn’t happy about “The number of weekends and holidays that I have to work. The way the shift works, I end up working either all of or part of [sighs] . . . what is it?—five out of the seven weekends in a seven-week rotation?”

During the period of our study, in the region where we did interviews, firefighters were actively debating their schedules, and these featured in several contract negotiations, but firefighters did *not* debate or contest the eight-day rotation that creates such complications for child care and spouse work schedules. The debate exclusively concerned whether or not to move from “10s and 14s” (10-hour day shifts and 14-hour night shifts) to “24s” (24-hour shifts). Many groups of firefighters debated this issue and voted whether to request it in negotiations: “There was yelling

and screaming, guys set in their ways, not wanting to change," but in that local the vote was 3 to 1 in favor of making 24-hour schedules—but no other scheduling concern—an issue.

While firefighters have fixed and invariant schedules to which they must adapt, nurses, on the other hand, have used contract negotiations to earn a wide range of schedule options, clearly designed in significant part to enable nurses to balance their work and family demands. Meeting these varying nurse demands poses major challenges to administrators:

The challenge to staff this unit [has] been like trying to cover a hole with Swiss cheese—you get a piece patched and that falls through. And it's taken up probably 8 out of [my] 10-hour days; [I spend] 8 hours trying to fix the holes on a day-to-day basis.

Nurse contracts specify at length the rights of less than full-time employees in relation to the rights of full-time employees. Weekend work is a hotly contested issue and rules regarding its distribution are a central aspect of ongoing negotiations between many employers and nurses and among nurses themselves. As one nurse told us, "It's a 24/7 institution, somebody's got to do it, everybody's got to take turns; I just wish I didn't have to do it. It's the only thing that really bothers me."

One hospital's director of nursing explained to us why nurses push for control over their schedules: "Children; children, and child care needs." Answering why nurses wanted the night shift, another hospital scheduler remarked: "usually it's family." In interviews, nurses talked about changing their schedules for family; one who requested a change in shift explained that her husband "can't take care of the baby without me." The scheduler at a nursing home said "But the majority of the call outs are baby-sitting issues; . . . summertime it's always baby-sitting." Issues concerning work schedules (such as the construction of "weekend only" positions, the timing of shifts, and shift length) that are effectively irrelevant to firefighters, account for significant portions of nurses' contracts. As a result of this debate, the issue of scheduling manifests itself in a far greater number of ways for nurses than it does for firefighters.

Proportion of Contract Devoted to Pay and Time Off

Unlike the category of work schedules to which nurses dedicate significantly more attention than firefighters do, Table 1 also shows that there are no significant differences between nurses' and firefighters' contracts in the average percent of the contract that is devoted to the broad category of pay-time issues or to the broad category of time off. In the context of prior work on the gendered character of work-family conflict, this finding appears, at least initially, striking. A closer analysis of the particular issues included within these two categories of time off and pay reveals that while the amount of space dedicated to these issues may be quite similar, there is considerable difference between the two occupations in their particular areas of concern.

Table 2 presents data on the space each occupation allocated to the specific time issues related to pay.

The significance of the issue of overtime is highly gendered. The average nurses' contract dedicates 1.3 percent of its total length to the issue of overtime, compared to 5.7 percent of the average firefighters' contract ($p < .001$). It is the only pay-time related issue to which firefighters' contracts have significantly more space allocated. Nurses have considerably more space allocated to the other pay-time issues, including shift and weekend differentials, and on-call pay.

Table 3 presents data on the amount of space each occupation allocated to the specific issues related to time off.

As with pay issues, disaggregating the category of time off reveals that although nurses' and firefighters' contracts allocate about the same total amount of space to time-off issues, there are significant subcategory differences. While firefighters dedicate more space to sick time than do nurses ($p < .001$), nurses have carefully specified guidelines regarding holiday time ($p < .001$). Firefighters also have more space dedicated to vacations than do nurses; however the differences are somewhat smaller (and less significant: $p < .01$).

Table 2 • Mean Allocation of Space Dedicated to Selected^a
Pay-Time Issues in Nurse and Firefighter Contracts

	<i>Nurses</i>	<i>Firefighters</i>
Pay-time issues		
Shift differentials	1.38 (1.40)	.68* (1.06)
Weekend differentials	.69 (.41)	.15*** (.44)
On-call pay	1.67 (1.24)	.00*** (.00)
Overtime	1.33 (.96)	5.69*** (3.61)
<i>n</i>	45	22

*** $p < .001$. ** $p < .01$. * $p < .05$ (two-tailed t -tests)
Note: Standard deviations are in parentheses.
^aA subcategory used to record “other” pay issues that were idiomatic to particular contracts is not shown, but accounts for .09 percent of nurse contracts.

Table 3 • Mean Allocation of Space Dedicated to Selected^a
Time-Off Issues in Nurse and Firefighter Contracts

	<i>Nurses</i>	<i>Firefighters</i>
Time-off issues		
Sick leave	2.07 (1.86)	4.55*** (2.28)
Holidays	3.47 (1.54)	1.91*** (1.21)
Vacation	3.08 (2.40)	4.90** (2.60)
<i>n</i>	45	22

*** $p < .001$. ** $p < .01$. * $p < .05$ (two-tailed t -tests)
Note: Standard deviations are in parentheses.
^aSubcategories for “personal” time, time allocated for bereavement, and “other” time issues that were idiomatic to particular contracts are not shown, but combined account for 2.46 percent and 4.11 percent of the nurse and firefighter contracts, respectively. Also not shown is a subcategory for “earned time off (ETO),” which combines all time off, undifferentiated, but that is a type of provision exclusive to nurse contracts (accounting for 3.56 percent of nurse contract space). The growing movement toward ETO is of interest, but not examined here.

In what ways are the provisions included in the two sets of contracts similar, with differences in space the product of the degree of detail in specification, and in what ways are they substantively different? To answer that question, we turn to a closer examination of two of the central time/schedule-related issues of concern to workers and unions: overtime and vacations.

Overtime: Right or Responsibility?

A detailed analysis of the content of the clauses concerning overtime again suggests significant variation by gender. While both sets of contracts clearly state the overtime rate and guidelines for when it applies, the firefighter contracts emphasize workers’ interest in earning additional overtime while the nurse contracts emphasize workers’ ability to choose whether, and when, to work additional hours.

As discussed above, the issue of overtime receives more than twice as much space in firefighter contracts as in nurse contracts. Part of the reason for this difference is the range of overtime options available to firefighters. While nurses are limited to working overtime within their facility, firefighters commonly pick up “paid details” within the community their department serves. State law covers firefighter details, for example, mandating coverage at concerts or sports events at local arenas. The firefighter on a paid detail is responsible for making sure that the venue does not exceed the arena’s legal capacity, that aisles are kept clear, that no exits are blocked, and that a host of other safety regulations are followed. Although state law provides general parameters, union contracts often spell out specifics for staffing paid details, which can contribute significantly to total firefighter annual incomes (Aujla 2009). Such details involve overtime, and are paid at a premium rate. Many firehouses are minimally staffed, probably with the cooperation and approval of firefighters, which means that additional hours paid at the overtime rate are routinely available. As one scheduler in a firehouse put it: “With so much overtime going around, because there’s so much, people pick and choose when they want to come in.” In fact, as the upper half of Table 4 shows, 31.8 percent of firefighters’ contracts include provisions specifying that overtime must first be offered to full-time union workers, and only if they refuse the overtime may the work be offered to any other type of staff. Only 2 percent of nurses’ contracts have such provisions.

The consistent availability of overtime hours creates an environment where, as some interview respondents indicated, firefighters rely upon overtime work to meet the routine costs associated with their lifestyles. One noted “a lot of the old-timers, that’s what they do for a secondary job, they just hang around,” carrying their cell phones and waiting to be called into the firehouse for overtime work. Another insisted “We like the overtime. That’s where we make all our money. We would die without our overtime.”

While it is likely that a small number of nurses also rely upon overtime hours, provisions within the two sets of contracts suggest differences in the emphases and experiences of the two groups. Nurses are much less likely to seek out overtime hours, so in order to manage their nursing shortage, hospitals create part-time and per diem positions. This avoids overtime and is a driving force behind the (previously discussed) length of the nurse contract sections on *work schedules*.

When overtime is addressed, the two sets of contracts address different—and we would argue clearly gendered—concerns. In the firefighters’ contracts, clauses focus on the equitable distribution of available overtime hours among permanent full-time workers. As Table 4 shows, 86.4 percent of the firefighter contracts include provisions explicitly requiring “fair and equitable” distribution of overtime. Only 15.5 percent of nurses’ contracts include provisions with similar implications. In fact, 54.6 percent of firefighters’ contracts call for the maintenance of a committee or designee to monitor the distribution of overtime, and to ensure that it is in fact “fair and equitable.” No nurse contracts specify the existence of any such committee.

Table 4 • Presence of Overtime Provisions in Nurse and Firefighter Contracts

<i>Provision</i>	<i>Nurses (p)</i>	<i>Firefighters (p)</i>
Allocating voluntary overtime		
Right of first refusal	.022	.318***
Fair and equitable distribution	.155	.864***
Committee re: fair and equitable distribution	0	.546***
Guaranteed minimum hours	.200	.909***
Mandatory overtime/holdovers		
Committee re: reduction of mandatory overtime	.489	0***
Desire for rare/short mandatory overtime shifts	.311	.046*
Guidelines for mandatory overtime pay rates	0	.546***
Guaranteed minimum hours for mandatory overtime	0	.318***
<i>n</i>	45	22

*** $p < .001$. ** $p < .01$. * $p < .05$ (two-tailed Fisher’s exact test)

The attractiveness of working additional hours, particularly shifts where firefighters are called to work with very little notice ("callbacks"), is amplified by guaranteed minimum pay for such shifts. Nearly all (90.9 percent) of the firefighter contracts guarantee compensation for a minimum number of hours to any firefighter who covers such a shift, regardless of the amount of time actually worked. Of the 20 contracts that do so, 19 contracts (86.4 percent of the total) guarantee pay for three or more hours. By contrast, only 20 percent of nurses' contracts include *any* guaranteed minimums for similar shifts.

While nurses' contracts have relatively little to say on the issue of standard overtime, the bottom part of Table 4 shows that they routinely address some aspect of mandatory overtime. Unlike firefighters, whose contracts provide for committees to ensure the *equitable distribution* of overtime, nearly half of all nurse contracts (48.9 percent) explicitly include guidelines for the *reduction* of mandatory overtime. None of the firefighters' contracts include any such guidelines. If no nurse can be persuaded by management or coworkers to "volunteer," mandatory overtime is typically distributed by a list organized in order of inverse seniority. The responsibility of working a mandated shift rotates through this list; the nurse who has least recently worked a mandated shift must do so; if two nurses are tied, the most junior nurse must do so. One nurse described a situation that evidenced support for this process:

and I actually went to [the manager] and said, "Something's not right here because we're, like, at the top of seniority on our night shift, and why are we doing the extra? Shouldn't a low man on the totem pole be doing extra—the extra weekend? Not the people at the top?" And she said, "You're absolutely right and it won't happen again . . ."

Firefighter contracts have the same rule regarding mandatory overtime, but in addition consistently have provisions that require management to attempt to distribute overtime to those who have worked the least in a given time period, but with preference given to more senior workers. In some cases, the contract even indicates that a refusal of overtime is counted as an opportunity lost, with the declined hours counted toward an individual's total. (The rationale is to prevent some workers from choosing only the most desirable overtime shifts, and not working any of the less desirable shifts.) With an adequate number of firefighters consistently willing to work overtime shifts, firefighters' focus is on equitable distribution of overtime and privileging seniority. As one firefighter noted about overtime: "The only thing that anyone bitches or complains about is—I got skipped on the overtime list." Our field notes include a report about a lieutenant not following the union rules: "Apparently he had asked if Kim or Bob could be the callback because such a solution was simpler, but it might upset other firefighters who wanted the overtime." An officer at another fire department reported that "when [he's] under the gun" he takes whomever he can get, ignoring the union contract, but agreed that "there's a lot of tension over that."

Furthermore, 31 percent of nurses' contracts include an explicitly shared goal of keeping mandated shifts as rare and as short as possible. Only one firefighter contract made such a claim regarding "holdovers," the term applied to a shift when a firefighter is forced to stay beyond a scheduled end time. Instead, the emphasis of firefighter contracts is not on how holdovers should be avoided, or the "time" itself, but instead it is on how such inconveniences will be compensated, that is, what that time is worth. As with other types of overtime, more than half (54.6 percent) of the firefighter contracts detail specific guidelines for holdover pay, and nearly a third (31.8 percent) include guaranteed minimums. For example, holdovers under 15 minutes might not be paid at all, but anything more than that guarantees two hours worth of pay at the overtime rate. No nurse contract includes such guidelines for compensating mandatory overtime specifically.

In fact, and in accordance with research on work hour mismatches (Reynolds 2005), while firefighters often pay close attention to the equitable distribution of overtime, nurses often focus on the right to have their shifts cancelled when they are not needed because the number of patients in need of care, known as the census, is low. Rather than keeping a list of workers who desire additional hours, nurse schedulers often keep a list of those who would prefer to go home if given the opportunity: "There's hardly ever been a time that someone didn't want to be cancelled.

At least one person . . . They love the opportunity. In fact, we have a cancel list." And just as there may be tension among firefighters about getting skipped on the overtime list, nurses pay attention to the distribution of this time off, despite the fact that it is often unplanned. The manager recounted a couple of recent instances where she had been confronted by nurses whose names had been passed over:

Someone actually came and said to me, "Ya know, I've had my name on the list but so-and-so got cancelled." I said, "I am so sorry. We'll make sure that we reference that list on a daily basis," and the next day we cancelled that person.

Not only do nurse contracts strongly discourage the use of mandatory overtime, these workers routinely volunteer to forfeit regularly scheduled work hours.

Attention to issues such as the equal distribution of overtime does not necessarily mean that all firefighters want the additional work hours and no nurses do. Instead, if a significant number of firefighters routinely want additional hours, that may be enough to satisfy a department's overtime needs—thereby creating an atmosphere where being held over is not (or is only rarely) an issue. By contrast, in their emphasis on minimizing mandated overtime, nurses' contracts reflect an assumption that not enough nurses would voluntarily work overtime when asked. Inclusion of provisions such as those that outline managers' responsibility to do everything in their power to avoid mandating any nurse to stay suggests that control over schedules is a point of tension, and that nurses do not want to be required to stay past their scheduled end time. As an African American nurse said to us, "if someone gets mandated . . . that's just absolutely horrible. People have families, people have pets, people have other responsibilities at the end of their shift. And if you don't stay you can get fired—so you stay." This element of control does not seem to be at issue for firefighters, who instead emphasize their right to fair compensation for their time worked. Given the comments nurses and firefighters made in the interviews, it seems clear that such differences are not simply a reflection of differences in bargaining power, but instead reflect, at least in part, variations of worker priorities and preferences. These are gendered: nurses are more likely to feel they need to be home at a regular time to give care, and firefighters are more likely to be able to decide to come home late without prior planning in order to better fulfill their breadwinning role.

Vacation: How Much or When?

Unionized nurses and firefighters both receive what by U.S. standards are significant amounts of paid vacation time. At five years of seniority, 35.6 percent of the nurses' contracts and 59.1 percent of the firefighters' contracts specify three weeks of vacation. Another 31.1 percent of nurses' contracts and 18.2 percent of firefighters' contracts grant four weeks.

Further analysis of both contracts and interviews suggests that the specifics of these might vary by gender. Nurses are more often distressed that they cannot *take* their vacation—at least not at the times they wish to do so. A nurse can have numerous vacation days but be unable to use them during the summer or school vacations—which are usually designated as "prime" vacation time, and therefore are subject to considerable restrictions about allocation.

As Table 5 shows, more than 95.6 percent of nurses' contracts specify such a prime vacation period in the summer, typically when children have summer vacations—from Memorial Day to Labor Day. By contrast, only 54.6 percent of firefighters' contracts make such a specification. A nurse requesting one week of vacation during any part of this period must submit her request well in advance to be guaranteed full consideration: in 36 percent of the contracts, not later than March, and in an additional 28 percent, by April (data not shown). That means that in more than one-third of cases a nurse who wants to take a vacation, for example, during the second week of August, must make the request five months in advance—often before her spouse or partner knows his/her vacation possibilities, or before children's schedules are clear.

While this distinction between regular and prime vacation times is important for nurses, the significance of vacation scheduling for firefighters is varied. Within the above-noted 54.6 percent

Table 5 • Presence of Vacation Provisions in Nurse and Firefighter Contracts

<i>Provision</i>	<i>Nurse (p)</i>	<i>Firefighter (p)</i>
At five years seniority		
3 weeks of vacation	.356	.591
4 weeks of vacation	.311	.182
Vacation scheduling		
Does not address scheduling at all	0	.318***
Prime time is specified	.956	.546***
Prime time explicitly includes school vacation	.400	.046**
Nonprime time		
Explicit: 24 hours or less advance notice	.200	.227
Explicit: can take as single or partial shifts	0	.682***
Vacation buy back		
Specifies annual buy back policy	.689	.409*
Offers 100% cash out policy at termination	.733	.591
<i>n</i>	45	22

*** $p < .001$. ** $p < .01$. * $p < .05$ (two-tailed Fisher's exact test)

of firefighters' contracts that specify a prime period during the summer, only four contracts (18 percent) even identify a date on which summer vacation bidding happens. Three contracts (13 percent) guarantee a minimum number of weeks to be taken during the summer. One contract prohibits the taking of single vacation days during the summer months, a restriction that will become especially clear below.

In 40 percent of the nurse contracts prime time is expanded to include periods of known school vacations (other than summers). For nurses these school-vacation periods were treated much like summer prime time, with priority given based on seniority as well as rotation (with those nurses requesting to use vacation time who had been unable to do so the previous year getting preference).

By contrast, only one firefighter contract defined prime time to include a known school vacation period—and this was for the winter holiday period. Significantly, for this firefighter contract the fact that this vacation period coincides with school vacation seemed only incidental. The contract designated the last two weeks of the year, which the contract states “coincides with public school vacation,” as prime time. Another two firefighter contracts identified the same period as one subject to additional restrictions, but without naming it as school vacation. Counting these three contracts, along with all others that designated as prime time vacations falling during this winter holiday period, even when such designations do not impose additional restrictions nor name the period as school vacation explicitly, totals only 13.6 percent of firefighters' contracts.

This explicit focus on time during which child care may be an issue corresponds to similar stories that we heard in interviews: a great many nurses use their vacation time to manage child-related complications. While time spent with one's children may be welcome in one sense, it may not really be a “vacation” at all, that is, not an opportunity to relax and unwind. Instead, vacation is redefined simply as time away from paid work, and is used to provide needed care to family members, children in particular. As one nurse explained:

I haven't for years now, I haven't taken any vacation time. Not a vacation—I mean, I'll take my hours so I can take a day off, but I'm usually watching my kids or doing something like that.

Firefighters may also use their vacation time to manage child care, but this is represented differently in their contracts. While nurse contracts focus on their ability, or inability, to take this time when desired, firefighter contracts conspicuously neglect this issue. Unlike nurses, whose contracts dealt with issues of vacation scheduling in every case, nearly one-third (31.8 percent) of firefighter contracts don't address scheduling at all, for prime time or otherwise.

When they do address scheduling, firefighters' provisions more often allow for minimal notice in the use of vacation time—some requiring as little as an hour to draw upon this time bank. Two-thirds (68.2 percent) of the contracts make explicit the firefighters' rights to take their vacation time as single or partial shifts. A fifth (22.7 percent) allow firefighters to notify their supervisor of their use of this time with 24 hours or less notice. Such provisions may serve a number of social functions; whatever the initiating force for these rules was, some firefighters definitely make use of them to care for sick children or other family members (Shows and Gerstel 2009).

As these analyses show, while nurses and firefighters have about the same amount of *space* dedicated to the issue of vacations (roughly 3 percent), the *substance* of these articles is somewhat different. In particular, restrictions on the use of vacation scheduling time during key periods were central to the vacation provisions in the nurse contracts (often with their own subheadings, for instance), but seemed incidental in the firefighter contracts. Such differences indicate that allocating vacation time fairly among nursing staff while maintaining safe staffing levels can be a challenge, and that these problems are most pressing during school vacation periods. Detailed guidelines for scheduling point to this as a particular area of tension for nurses, demonstrating that demands from family shape nurses' employment experiences. Firefighters, on the other hand, do not emphasize the process of scheduling long vacation periods. Instead, they emphasize both their ability to take time off with short notice and their ability to be compensated for the time in the event they were unable to use it.

Conclusion

This research demonstrates several key points. First, hours and schedules are crucial issues to workers, and hence remain important issues for unions. Some analysts have argued that unions have moved away from concerns regarding work hours and schedules, instead focusing on efforts to secure wages and benefits. That's not at all what we found. A range of issues about hours and schedules were central to every contract. As the head of a statewide nurses union stated in an interview, "When you see an area discussed in a union contract, that means it is a point of tension and conflict between workers and managers." She went on to say, "The fact that our contracts deal so extensively with hours and schedules issues shows how important the issue is to our members."

Although both nurse and firefighter contracts focus on issues related to hours and schedules, they do not focus on the same issues, and even when they address the same issue—say, overtime—they take very different positions. Nurse contracts devote far more attention to scheduling, specifying detailed rules for a range of options—day versus night or evening shift (and the associated pay differentials), weekend work, part-time work, on-call pay—whereas firefighter contracts simply specify that (almost)⁸ all firefighters will have no choice about schedule, and will have to work the same number of nights and weekends as every other firefighter. Nurse and firefighter contracts also differ in what they have to say about overtime and vacations. If a quantitative analysis using national survey data combined people from different unions, and if unions emphasized different issues—or took opposing stands on the same issue—it would be easy to reach the conclusion that unions did not matter, when that conclusion might simply be an artifact of the available data.

Not only is time a crucial issue for unions, not only do unions differ, but the ways in which schedule concerns manifest themselves vary across gendered occupations. Nurse contracts emphasize steps to be taken to avoid imposing mandatory overtime, and establish committees to monitor that management is living up to its contractual commitments to avoid mandatory overtime. Firefighter contracts pay little attention to mandatory overtime, but are very concerned to be sure that there is no favoritism in the distribution of available overtime, that every firefighter gets an equal chance to earn additional income. Since this is what matters to them, firefighter contracts establish committees to monitor the fair distribution of overtime.

8. A handful of firefighters—instructors, building inspectors—may have regularly scheduled Monday to Friday day jobs.

The gender of an occupation could be represented in collective bargaining agreements in a variety of ways. Contracts could specify different guidelines for attire, or require a particular type of gender performance (Acker 1990; Reskin 1993).⁹ In fact, however, the gendered differences we identified in the contracts for workers in these two highly gendered occupations are almost entirely about the management of tensions between work and family. Nurses are concerned with avoiding mandatory overtime (which is often assigned with only a couple of hours notice), especially because of the havoc it creates in child-care arrangements, with the very real possibility that a child will be stranded at school or left at home alone. Nurse contracts thus emphasize that management must exhaust all other options before mandating a staff nurse to work beyond an expected end time. By contrast, firefighters' contracts fail to offer provisions that would enable work-life balance,¹⁰ and instead take imbalance as given, attempting to gain appropriate monetary compensation for time at work. In doing so, firefighter contracts emphasize the roles of these workers, mostly men, as breadwinners. Beyond simple overtime rates, the institution of pay minimums for holdovers as well as callbacks tell the story of workers who are willing to work extra for the right price. By focusing on their ability to earn money over and above their regular wages, and reflecting limited concern with attending to nonwork responsibilities, these contracts perpetuate the image of the ideal worker. While nurses are committed to offering scheduling options that fit with their family responsibilities, firefighters accept a rigid, imposed schedule that differs from week to week, and assume their families will work around it. That is, both nurses and firefighters use their union, and the power they have through the union, to gain the work conditions that enable them to fulfill conventional gender roles.

This is not to say that each individual firefighter or nurse is necessarily committed to achieving particular provisions. Some (male or female) firefighters may avoid overtime so that they can share the care of their children; some nurses may want to log as much overtime as possible. If those views are exceptional, however, they are unlikely to be incorporated into the contract, which, for these relatively strong unions, represents trends in worker preferences and points of tension between workers and management.

The differences between the interests that are reflected in the contracts of these two occupations are to be understood as the product of negotiations between workers in gendered occupations working within particular organizations. That is, the material contained in these contracts is evidence only of points of tension at some point in their evolution. Correspondingly, absence of given clauses probably indicates a lack of such tension on particular issues. If 20 percent of firefighters want to avoid overtime, but 80 percent want to work it, the employer may routinely have multiple volunteers and so rarely need to impose mandatory overtime; the absence of tension on the issue means it is not incorporated into the contract. If few nurses are willing and able to pick up overtime at the last minute, the hospital may have few volunteers, and consequently may impose overtime; if that leads to a home-alone six-year old, it won't take many cases of mandatory overtime to create great tension and demands for contract protection. One single parent nurse named this as the worst part of the job: the prospect that in the event of a snowstorm "they'll keep people beyond their shift, which is really terrible for a single parent. In fact, if it came to it I would probably just leave and let them fire me if they wanted to."

Discussion often focuses on the ways in which families limit workplace resistance: making workers vulnerable, causing them to withdraw from union activity to take care of family members, and leading workers to be more cautious because it is not only their own lives that are at risk, but also those of their children. These findings complicate that story. On the one hand, these contracts reveal the ways in which family fosters resistance for nurses. Many of the issues that nurses contest in these contracts reject notions of workers as committed solely to the workplace.

9. For example, requiring workers to "have fun," as documented among workers at the Lusty Lady (San Francisco) in *Live Nude Girls Unite!* (First Run Features, 2000).

10. A possible exception is the provision permitting firefighters to take vacation with minimal notice. The intent and use of that provision is not clear to us, and needs to be further explored.

Their collective bargaining efforts are driven by a need to control and limit their work lives in order that they may respond to the demands of their families, especially their children. Nurses attempt to prevent mandatory overtime; firefighters do not. Nurses battle over vacation scheduling; firefighters do not. Nurses' concerns about family seem to drive most of these battles, and lead them to contest—at length, and in detail—a set of issues where firefighters give employers the right to do as they choose.

At the same time, nurses' workplace resistance is the product of accommodation to gendered expectations at home. The constraints of middle class family norms demand workplace flexibility, which is more readily available to these workers. Working class women, who are less able to win flexibility in the workplace, for example nursing assistants, are more often forced to reject normative family models by combining caregiving and breadwinning (Gerstel and Clawson 2012). These workers' experiences are more likely understood as workplace exploitation (Lambert 2008; Lambert and Waxman 2005), or a complex mix of constrained empowerment (Collins 2000).

Firefighters, too, are constrained by gendered norms. Unlike nurses, they accept a rigid schedule, with no options, and make no effort—at least none that is visible in contracts—to contest the schedule's eight-day rotation requirement that all firefighters work a mix of day and night shifts, and requirement that all firefighters work at least part of most weekends. For them, the driving force behind their basic scheduling arrangement appears to be not family concerns, but rather a wish that all firefighters have the same schedules and opportunities. Firefighters are perhaps the quintessential example of a hegemonically masculine occupation, and studies of masculinity emphasize that hegemonic masculinity is centrally about struggles over relative status within the hierarchy of men (Connell 2005; Connell and Messerschmidt 2005; Martin 2001). Firefighters definitely contest for status with each other, but in an occupation where your life quite literally (and routinely) depends on your coworkers, they also emphasize teamwork and affection for each other within this contestation. As one noted "This sounds really weird for me to be saying, especially at this age, because it totally sounds like it's a gang of kids and we have a fort in the backyard, but when it comes time to leave I really feel saddened by it." Another firefighter explained that "if you have a weakness don't let them know it because then they pick on you," and went on to say, "We're like big kids. It changed a little because girls came in, but it's just like big kids, so if you say I don't like to be called that, guess what? You're going to be called that." The firefighter contracts' emphasis on equality—that everyone get exactly the same number of night shifts, the same number of weekend shifts, and so on—could be understood as a way to be sure that the employer not be able to interfere in the "big kids" battles over who is top dog.¹¹

While the gender-linked contract differences presented here are important and interesting, there are also limits to this analysis that offer avenues for future work. First, these data are limited to the union contracts of two particular occupations: firefighters and nurses. While they vary by gender, both of these groups are predominantly white, are relatively well paid, are in occupations that can't be moved to another country (or state), and are generally perceived as doing necessary jobs that must be covered 24 hours a day 7 days a week. Contracts for workers in other occupations might be very different. Such differences could be related to variation in either worker interests or worker power.

At least as important, union contracts are the products of negotiations. This article focuses only on the endpoints of those negotiations: the text that incorporates the resolution. A study of the negotiations that produce these contracts has the potential to provide a new angle of vision and much richer information. Were a large majority of workers concerned about some provision, or only some of them? In what ways did workers' expectations about the range of possibilities shape their priorities? If only some workers wanted a provision, did other workers oppose it, or were they simply unconcerned about it? Which workers (by gender, race, parental status, and other social distinctions) took which position, and why? What did management most want, and

11. One of the reviewers of the original article made this point compellingly, and we draw heavily on that formulation.

most want to avoid? What trade-offs were made to reach agreement, and were the trade-offs one schedules-hours issue for another, or of a schedules-hours issue for pay rates? What issues were hotly contested during negotiations, but ended in a resolution of little or no change to the existing contract? Future research should expand on this work to examine the relationships, negotiations, and processes that produce union contracts such as those studied here.

Appendix • Coding Categories and Examples

<i>Category</i>	<i>Example</i>
Pay issues	
Shift differentials	Nurses working between the hours of 3pm and 11:30pm shall receive a differential of two dollars per hour for each hour worked during such period.
Weekend differentials	Nurses working on weekend shifts . . . shall receive additional compensation of one dollar and seventy-five cents per hour.
On-call	Nurses on-call shall be paid at the rate of five dollars per hour. A nurse who is called back to work shall be compensated at the rate of time and one-half her regular rate for the hours worked, and shall be paid a minimum of two hours.
Overtime	If a law is enacted which permits the Hospital to grant compensatory time in lieu of paying overtime, the Union(s) and the Hospital agree to negotiate over the possibility of implementing such a practice.
Pay issues – other	Nurses working between the hours of 11pm the night before Mother’s Day and 11pm on Mother’s Day shall receive time and one half their base rate for each hour worked during such period.
Work schedules	
10 and 12-hour shifts	In units which do not currently have 12-hour shifts, either party may propose 12-hour shifts, with the agreement of the affected nurses . . . If the Hospital, due to operating needs, must diminish the number of 12-hour shifts, it shall give the Association and the affected nurses 90 calendar days notice.
FT RNs	Regular Full-Time Nurses: Nurses who have satisfactorily completed their probationary period in a classification covered by this Agreement and who work a regular schedule of at least thirty hours per week.
PT RNs	Regular Part-Time Nurses: Nurses who have satisfactorily completed their probationary period in a classification covered by this Agreement and who work a regular schedule of less than thirty hours per week.
Per diem RNs	The Hospital agrees to notify a per diem nurse of any cancellation of her/his scheduled shift at least two hours before the nurse is expected to report. Failure to give two hours’ notification will result in payment to the nurse of seventy dollars.
Weekend-only positions	The Weekend Program shall consist of those nurses whose regular schedule includes two 12-hour weekend assignments on an every weekend, an every other weekend, or an every 3 rd weekend basis.
Hours of work	The regular work week shall consist of forty hours within a week commencing with the 7am shift on Sunday. The regular work day shall consist of eight consecutive hours with a one-half hour unpaid meal period.
Schedules	Time schedules and days off shall be posted four weeks in advance, but the Hospital may revise or supersede such schedules in the event of unforeseen circumstances.
Swapping	Nurses who mutually agree to switch their posted times may do so following approval by the Nurse Manager.
Weekend coverage	Subject to exceptions required for adequate patient care, the Hospital will schedule nurses off on alternate weekends, except where otherwise specified in twelve hour weekend plan. If scheduling permits greater than every other weekend off, such opportunities shall be offered to nurses based on their seniority.

Appendix • Coding Categories and Examples (Continued)

<i>Category</i>	<i>Example</i>
Low-census procedure	Notwithstanding anything else in this Agreement, the Employer maintains discretion to cancel work shifts for reasons relating to patient census.
Mandatory OT	If the Association believes that a unit is experiencing a mandatory overtime problem, it will refer the matter to the Nurse Advisory Committee.
Rotation	The Hospital will schedule nurses so that in a four week period, all rotating nurses shall rotate either to days/evenings or to days/nights so that a nurse will work no more than fifty percent of her or his time on evenings or nights.
Sleep time	A nurse who: (a) works sixteen or more consecutive hours; (b) is scheduled to begin her/his next shift within eight hours of completing the sixteen or more consecutive hours; and (c) is unable to work this next shift, may, but is not required to, use accrued sick time . . . In considering whether a nurse has excessive absenteeism for discipline purposes, the Hospital will not consider any sick leave utilized by a nurse for a shift which began within eight hours after the nurse completed working sixteen or more consecutive hours.
Flex positions	A variable hours RN position shall be defined as one in which the nurse is (i) regularly scheduled to work either 24, 28, 30, 32, 36, or 40 hours per week and; (ii) may be "flexed" down one shift per week (8 to 12 hours).
Scheduling issues – other	Staff implemented self-scheduling (SISS) is a process by which nurses, acting collegially, may participate in determining the days that they work. It is the intention of the parties that the implementation of SISS will maximize coverage of staffing needs and health care delivery to patients as well as satisfy personal scheduling preferences.
Time off	
Holidays	Subject to the reasonable operating requirements of the Hospital, holidays off will be rotated as equally as possible to afford each nurse a fair share of the holidays off.
Vacations	Nurses will have two opportunities during each fiscal year to cash out their accrued unscheduled holiday time and their accrued vacation time up to a maximum of eighty hours on each occasion; provided, however, that each nurse must maintain a vacation accrual balance after cash out of at least two times the nurse's regularly schedule weekly hours.
Sick leave	No nurse shall be entitled to paid sick leave until she or he has been continuously employed at the Hospital for ninety days . . . Paid sick leave benefits may be used by a nurse whose child or parent is sick.
Generic time off	Earned Time is a program to provide eligible RNs with time off with pay in lieu of vacation, holidays, sick leave, personal days and other paid time off. . . . Earned Time is used for scheduled and unscheduled absences.
Personal time	Personal time shall be subject to the scheduling needs of the Medical Center and will be taken at a time mutually agreed to by the parties. Subject to the above, personal time may be taken in increments of one hour or greater.
Death in family	A leave of three days with pay will be given to a full-time or regularly scheduled part-time nurse after ninety days of continuous employment with the Hospital in the event of death in her or his immediate family (mother, father, mother-in-law, father-in-law, grandparents-in-law, sister-in-law, brother-in-law, grandparents, sister, brother, spouse, son, daughter, or person living in the nurse's household).
Time off – other	An RN who is summoned to jury duty or grand jury duty shall provide the Hospital with a copy of the summons as soon as practicable but not later than one week of actual work after the RN's receipt of the summons.
Leaves of absence	All earned vacation must be taken before any leave of absence specified in paragraph 10.3(h), below, is granted.

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