



Indigenous Rights and the Workplace Bargaining Guide



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INDIGENOUS RIGHTS AND THE WORKPLACE BARGAINING GUIDE

INTRODUCTION

UFCW Canada is engaged in a progressive strategic plan to ensure that equity is built into every part of our union. Following the course of our three-year national diversity and inclusion training, we are on a growth path which has proven successful in organizing drives and in diversifying our member engagement strategies.

I am proud to present the *Indigenous Rights and the Workplace Bargaining Guide* as a resource for UFCW Canada representatives at the bargaining table. **Starting on page 12**, this guide provides model collective bargaining agreement (CBA) language which is currently featured in collective bargaining agreements across the country which further Indigenous rights through contract provisions. Note that the terms “Indigenous” and “Aboriginal” are used interchangeably throughout this guide.

You will also see progressive and ground-breaking research undertaken by the UFCW Canada Human Rights, Equity and Diversity Department, which addresses Indigenous rights within the existing Ontario Database of Collective Bargaining Agreements. Of note, access to collective bargaining databases varies greatly across the country. UFCW Canada is continuing its research of collective bargaining language in other jurisdictions. Future editions of this guide will address this updated data from province to province/territory.

By negotiating language that is inclusive of Indigenous rights, UFCW Canada sends a strong message that equity is the minimum standard that we expect for each UFCW member in the workplace. It also assists Indigenous members by recognizing that their values are a vital part of our collective union values.

I would like to thank the members of the UFCW Canada Indigenous Sub-Committee for shining a spotlight on the existing issues facing UFCW Indigenous members and for providing input and guidance on steps we can take to advance inclusion efforts on behalf of all Indigenous persons.

Let us work together to ensure that all UFCW Canada members feel safe, supported and proud of their union.

In solidarity,

Paul R. Meinema
National President

HISTORICAL CONTEXT AND BARGAINING GUIDE FRAMEWORK

Indigenous peoples in Canada have existed long before the colonization process which began in the 15th and 16th centuries. After the discovery of Turtle Island, the Royal Proclamation of 1763 outlined policies that would be used to establish relations between British settlers and Indigenous peoples on this land. The process of colonization was prefaced on the notion that European explorers, representing their country, had the authority to conquer and claim ownership of the discovered land. In Canada, through this process, Indigenous peoples were segregated into confined geographical areas, stripped of their social and cultural structures and left without political control or economic independence. Systemic racism became embedded into all services rendered by government and normalized in any social interaction non-Indigenous persons had with Indigenous persons.

Today we can see the harm that colonization has done to Indigenous persons in Canada. In 2018, approximately 100 Indigenous reserves remained on long-standing water advisories. Indigenous persons are amongst the highest represented in the prison system and in unemployment rates. Indigenous children continue to be disproportionately under-served in areas of social services, and in education and health care resources.

UFCW Canada works diligently to ensure that our national diversity and inclusion strategies are respectful of Indigenous rights, honour traditional territories, and provide approaches so that UFCW Indigenous members and their beliefs, cultural traditions and customs are respected at work.

Nowhere is this more important than at the bargaining table, where equity language can be negotiated to respect the needs of Indigenous members of our great union.

This guide features five sections:

1. A review of UFCW Canada statistics as they relate to UFCW Indigenous members;
2. results of UFCW Canada research of the Ontario Collective Bargaining Agreement Database;
3. findings from a review of the UFCW Canada contract database regarding Indigenous rights;
4. suggested contract language and model language; and
5. helpful Links for further Information which can be useful in the bargaining process.



REVIEW OF UFCW CANADA LANDSCAPE AND INDIGENOUS PERSONS

According to Statistics Canada (2016), Aboriginal people comprise more than 1,670,000 or about 4.9% of the total country's population. Over 600 First Nations governments or bands exist, each with their own distinctive cultures, music, languages and art.

The 2011 UFCW Canada Diversity, Inclusion and Growth (DIG) Audit Report noted among numerous findings, the following important points in order to be successful in UFCW diversity strategies:

1. Diversity fuels growth and growth fuels diversity.
2. The President must be in the driver's seat.
3. Strategies must be consistent and require genuine leadership commitment.
4. Inclusion should be part of an organization's strategic plan.
5. Measurement is important in assessing where we stand.

The 2012 UFCW Canada Supplemental Membership Audit (SMA) Report also measured UFCW Canada Indigenous membership, and noted the following:

1. Aboriginal members comprised 1% of UFCW Canada's national total membership. In some smaller local unions, Indigenous members comprised up to 20% of the membership. In one large local union, Aboriginal membership comprised approximately 9% of the total membership.
2. The percentage of Indigenous persons employed in Local Unions and at UFCW Canada as a whole was 0.5%.

In 2018, while there has not been a formal update the 2012 findings, we can anecdotally report growth has occurred when it comes to self-identification and engagement of Indigenous UFCW Canada members.

Some recent advancements:

- In 2016, a UFCW Canada Indigenous Sub-Committee is struck with five representatives from UFCW Canada Local Unions across the country.
- In 2017, UFCW Canada, with guidance from the Indigenous Sub-Committee and assistance from Local 401, co-ordinates the first-ever UFCW Canada national event in honour of National Aboriginal Day in Calgary, Alberta.

- Numerous initiatives are undertaken to ensure inclusion from an Indigenous perspective including: traditional elder welcome and prayer at the 2017 UFCW Canada National Council Convention and formal UFCW Canada events; traditional land acknowledgment at meetings and gatherings; and additional resources supporting Local Union activities with a priority of engaging Indigenous UFCW members.
- In 2018, UFCW Canada holds the second National Indigenous Persons Day event in Winnipeg; doubling in size from the year prior, with guidance from an expanded Indigenous Sub-Committee and assistance from Local 832.

RESULTS OF UFCW CANADA RESEARCH ON ONTARIO COLLECTIVE BARGAINING AGREEMENT DATABASE

In the summer of 2018, UFCW Canada undertook comprehensive research to identify how far the labour movement has come in advancing Indigenous rights through the collective bargaining process. The following are the results of UFCW Canada's research of the Ontario Ministry of Labour's Collective Bargaining Agreement Database.

The Ontario Collective Agreement E-Library Portal houses 49,571 CBAs, of which 1,306 contain at least one of the three key terms: *Aboriginal, Indigenous, First Nations*. In July and August 2018, UFCW Canada undertook research broken down by industry. The number of industry-segregated collective bargaining agreements that contained any or all of the three key terms, are noted as follows:

3. Education and Related Services (296)
4. Health and Social Services (429)
5. Agriculture and Natural Resources (7)
6. Transport and Communications (92)
7. Trade and Finance (10)
8. Public Administration (87)
9. Construction (114)
10. Manufacturing (72)
11. Other Services (226)
12. Construction ICI (6)

NOTE: The findings captured below are subject to an acceptable margin of error given that research

discretion had to be exercised in establishing whether requirements were met during the data collection.

Each CBA was examined for presence of the 12 elements (A – L) defined as important by UFCW Canada and tallied below:

- A. **No Discrimination/ Harassment (Aboriginal/ Indigenous / First Nations)** – This measurement encompassed all CBAs that explicitly included any of the terms Aboriginal, Indigenous or First Nations within a No Discrimination / Harassment clause or included them within the body of an equity clause.

Education and Related Services	54	Public Administration	4
Health and Social Services	31	Construction	5
Agriculture and Natural Resources	0	Manufacturing	4
Transport and Communications	3	Other Services	26
Trade and Finance	5	Construction (ICI)	6

- B. **Equity Statement** – This measurement encompassed all CBAs that had equity statements explicitly as clauses in the CBA and/or equity statements explicitly citing the keyword terms *Aboriginal, Indigenous* or *First Nations* within the body of a clause.

Education and Related Services	179	Public Administration	7
Health and Social Services	21	Construction	18
Agriculture and Natural Resources	0	Manufacturing	41
Transport and Communications	62	Other Services	141
Trade and Finance	6	Construction (ICI)	6

- C. **Equity Committee** – This measurement encompassed all CBAs where equity committees were explicitly cited or where there was a commitment to form an equity committee throughout the life of the agreement. CBAs where the employer and union signed a mutual understanding that both workplace parties would work on advancing equity (without a committee in place) were not included in the data collection below.

Education and Related Services	40	Public Administration	0
Health and Social Services	8	Construction	0
Agriculture and Natural Resources	0	Manufacturing	16
Transport and Communications	6	Other Services	13
Trade and Finance	0	Construction (ICI)	0

- D. **Land Acknowledgement** – This measurement encompassed CBAs that acknowledged the land on which the workplace unit stands or where the project existed.

Education and Related Services	0	Public Administration	0
Health and Social Services	0	Construction	0
Agriculture and Natural Resources	0	Manufacturing	0
Transport and Communications	0	Other Services	0
Trade and Finance	0	Construction (ICI)	0

- E. **Diversity / Sensitivity Training** – This measurement encompassed CBAs that placed a focus on active training being done or to be done throughout the life of the contract, specifically to address equity issues. Usually it was found embedded within equity statements.

Education and Related Services	1	Public Administration	0
Health and Social Services	6	Construction	0
Agriculture and Natural Resources	0	Manufacturing	0
Transport and Communications	3	Other Services	3
Trade and Finance	0	Construction (ICI)	0

- F. **National Indigenous / Aboriginal Day Paid** – This measurement encompassed any CBAs that allowed for an employee to have June 21st off with pay, or any employer that covered this provision for full-time and/or part-time employees in the workplace. It also included the allotment of time off to attend June 21st community ceremonies and/ or local events associated with National Aboriginal/ Indigenous Day. It bears noting that June 21st was referenced in different ways depending on the CBA, but always stated within an Indigenous context.

Education and Related Services	4	Public Administration	16
Health and Social Services	20	Construction	0
Agriculture and Natural Resources	2	Manufacturing	1
Transport and Communications	0	Other Services	20
Trade and Finance	0	Construction (ICI)	0

- G. **National Indigenous / Aboriginal Day Off (Unpaid or in lieu)** – This measurement encompassed CBAs where June 21st could be requested off but was unpaid or required the employee to take it off in lieu of another holiday or time off provision in the contract, including the employee sick bank.

Education and Related Services	5	Public Administration	4
Health and Social Services	11	Construction	0
Agriculture and Natural Resources	0	Manufacturing	0
Transport and Communications	5	Other Services	7
Trade and Finance	0	Construction (ICI)	0

- H. **Leave of Absence for Indigenous Ceremony / Cultural Practice** – This measurement encompassed any instance in the CBA where an employee was granted a leave of absence, whether paid or unpaid, to attend and/or participate in an Indigenous cultural activity.

Education and Related Services	0	Public Administration	2
Health and Social Services	3	Construction	0
Agriculture and Natural Resources	0	Manufacturing	2
Transport and Communications	0	Other Services	0
Trade and Finance	0	Construction (ICI)	0

- I. **Enhanced Bereavement / Compassionate Care Language** – This measurement encompassed CBAs where bereavement language considered the distinctive and holistic family structure that exists within Indigenous culture and family units.

Education and Related Services	0	Public Administration	0
Health and Social Services	0	Construction	0
Agriculture and Natural Resources	0	Manufacturing	0
Transport and Communications	0	Other Services	20
Trade and Finance	0	Construction (ICI)	0

- J. **Alternative Dispute Resolution / Grievance Procedure** – This measurement encompassed CBAs which provided an option to engage traditional dispute resolution methods, with Indigenous elders and/ or circles, above and beyond the labour grievance process. Where this process appeared as an option it was always done complementary with the existing labour relations grievance process, and as an alternative step to be engaged prior to arbitration.

Education and Related Services	2	Public Administration	3
Health and Social Services	9	Construction	0
Agriculture and Natural Resources	0	Manufacturing	0
Transport and Communications	0	Other Services	0
Trade and Finance	0	Construction (ICI)	0

- K. **Statement of Co-operation with Indigenous Peoples** – This measurement encompassed CBAs which contained explicit language about respecting and/or co-operating with Indigenous peoples and/ or communities where the workplace stood, or the project was being done. It sometimes included consideration for Indigenous culture and customs.

Education and Related Services	0	Public Administration	1
Health and Social Services	17	Construction	28
Agriculture and Natural Resources	2	Manufacturing	3
Transport and Communications	0	Other Services	2
Trade and Finance	0	Construction (ICI)	0

- L. **CBA Enhanced Work Opportunities and / or Workplace Accommodations for Indigenous Workers** - This measurement encompassed CBAs which created enhanced hiring practices, geared to hiring / retaining Indigenous workers. It also included internships in place for Indigenous and /or equity seeking groups, enhanced layoff provisions which provided an advantage for Indigenous workers and structural preferences created within the body of the agreement and aimed at meeting larger equity goals.

Education and Related Services	5	Public Administration	66
Health and Social Services	22	Construction	94
Agriculture and Natural Resources	7	Manufacturing	17
Transport and Communications	35	Other Services	18
Trade and Finance	4	Construction (ICI)	0

ONTARIO RESEARCH ANALYSIS

Undertaking this research was informative and provided insight into the current practices and focus of labour unions which are negotiating Indigenous rights provisions into CBAs. It also provided a useful reference point for how Ontario labour unions are opting to categorize the rights-based approach; namely through equity provisions and/or anti-harassment and anti-discrimination provisions in CBAs.

A broad analysis of the research showed that on average, inclusion clauses explicitly citing Aboriginal, Indigenous and/or First Nations are being negotiated with more frequency now than in the past (the data captured active and expired CBAs dating back approximately as far back as 2002).

The *Education and Related Services Industry* focused substantially on negotiating equity statements into CBAs, along with citing either Aboriginal, Indigenous and / or First Nations as prohibited grounds of discrimination / harassment. The *Health and Social Services* industry by comparison, was more diverse in its application of specific language, with coverage ranging from anti-discrimination to paid National Indigenous / Aboriginal Day, to statements of co-operation with Indigenous Peoples and / or enhanced work opportunities or accommodations in the workplace for Indigenous workers. However, it did not offer enhanced provisions to bereavement language and very few instances where leaves of absences were accepted for Indigenous ceremonial practices.

Agriculture and Natural Resources, along with *Trade and Finance*, *Public Administration* and *Construction* industries focused on enhanced work opportunities and/ or accommodation provisions within CBAs. Also, while the *Transport and Communications* industry prioritized the importance of equity statements, this was an anomaly when compared to the previously cited industries which focused on the enhanced work opportunity / workplace accommodation for Indigenous workers. Additionally, while the *Manufacturing Industry* had 72 agreements which included any of the key terms, there was a focus on the presence of equity statements, but not one provision on diversity/ sensitivity training and/or recognition for National Indigenous / Aboriginal Day off (with or without pay). The *Other Services Industry* presented scattered results for each of the variables and presented a very visible advancement in bargained Indigenous rights now in comparison to the older data. This industry included police associations among other establishments.

Overall, none of the 1,306 CBAs reviewed contained language that honoured the traditional land on which the work unit stands, and the broad data showed that there is much work left to do when

it comes to the provision of granting June 21st and or leave of absence for Indigenous cultural practices and ceremonies across unionized establishments in Ontario. Nonetheless, the data also presents some co-ordination and strategic new bargaining patterns being exercised by some unions, to include the provision of equity statements; equity committees; the explicit inclusion of Aboriginal, Indigenous and/or First Nations as prohibited grounds of discrimination in contractual language; along with the conscious negotiation of statements which prioritize co-operation with Indigenous peoples and enhanced work opportunities in the workplace, specifically as it relates to the construction industry and somewhat the health and social services industry as well.

Useful contract language obtained from this research is included in the recommended language in a later section of this guide.

FINDINGS FROM UFCW CANADA REVIEW OF UFCW CANADA CONTRACT DATABASE REGARDING INDIGENOUS RIGHTS

The UFCW Canada database of CBAs was examined, from which nine active contracts were reviewed where the existence of the key terms “Aboriginal, Indigenous and/or First Nations” formed part of the CBA, and where Indigenous rights provisions were enhanced in the body of these contracts. Note that expired CBAs were not analyzed as part of this review: Below are interesting findings from this research:

- **UFCW Local 1400 and QuAppelle Beef** – Employees are granted either Aboriginal Day or Boxing Day as an additional statutory holiday to be observed.
- **UFCW Local 1400 and The Salvation Army Waterston Centre** – Employees are granted Aboriginal Day as a paid holiday without the requirement to work. Employees are also entitled to enhanced bereavement provisions, which allot five days paid to mourn, regardless of whether the deceased household member is immediate or extended family.
- **UFCW Local 1518 and Overwaitea Food Group (Save on Foods - Yukon)** – Employees are granted Aboriginal Day off. Employees are also entitled to three days of bereavement pay for immediate family and relatives living in the household. Employees may also take a leave of absence up to 20 days throughout the year.
- **UFCW Local 1518 and Vancouver Native Housing** – Employees are granted Aboriginal Day as a paid holiday.
- **UFCW Local 1006A and Manitoulin Island Hotel** – All employees are granted Aboriginal Day as a paid holiday.

- **UFCW Local 401 and Buffalo Metis Catering Employees** – The collective agreement language acknowledges and honours co-operation with Indigenous peoples and the diversity of Indigenous culture. Diversity training is a strategic part of honouring Indigenous traditions and customs. There is a provision of traditional tipis, the establishment of an Indigenous committee, and the ability to plan and attend Indigenous-focused activities and events in the workplace. There is a commitment to advance Indigenous issues in the workplace through the assistance of union stewards and the provision of “culture rooms” in the workplace.
- **UFCW Local 832 and Celebrations Winnipeg** – The contract features enhanced provisions in relation to Aboriginal government elections and paid time off for eligible employees to travel and vote in respective elections.
- **UFCW Local 832 and Portage La Prairie Friendship Centre Inc.** – Employees are granted Aboriginal Justice Awareness Day (last Friday in February), Aboriginal Veterans Day (November 8th), Aboriginal Day (June 21st) and local Aboriginal Day (Friday prior to the August civic holiday) off work. Employees are also granted a mental health leave (2 days off with pay) for self-healing. The contract contains enhanced bereavement leave for immediate and extended family, including a godchild.
- **UFCW Local 864 and Potlotek First Nations** – Employees are granted National Aboriginal Day off with pay along with Treaty Day (October 1st). Bereavement language in the CBA is enhanced with the definition of family expanded to traditional family structures. The contract engages the Kisikuewey Wantaqo’suti procedure for Dispute Resolution at the grievance stage.

Analysis

UFCW Canada contracts reviewed show progressive language and enhanced provisions around Indigenous rights. In total, they indicate UFCW Canada contract advancements regarding the following variables:

Co-operation with Indigenous peoples; enhanced bereavement leave; paid National Indigenous/ Aboriginal Day; leave of absence provision which is mindful of traditional ceremonies; and advancements in workplace equity standards as they relate to Indigenous rights.

These findings also support the negotiation of model language that is inclusive of Indigenous workers, regardless of the province in which the contract is bargained or the industry members are represented in.

SUGGESTED CONTRACT LANGUAGE AND MODEL LANGUAGE TO ADVANCE INDIGENOUS RIGHTS IN THE WORKPLACE

1) Acknowledgement of Traditional Territory

SUGGESTED LANGUAGE:

Include language that names the traditional Indigenous territory where the workplace is situated. Negotiate that a visual poster or framed plaque is placed on employer premises which acknowledges the traditional land. Additionally, ensure that traditional land acknowledgements are done at the opening of company and union meetings held in the workplace.

MODEL LANGUAGE:

Letter of Understanding #1:

The company and the union acknowledge that _____ workplace is situated on Indigenous land that has been inhabited by Indigenous peoples from the beginning. This workplace stands on Ancestral Traditional Territories of the _____. As settlers, recognition is given to the generations of people who have taken care of this land for thousands of years and who have stewarded this land.

2) Anti-Discrimination and Anti-Harassment Clause

SUGGESTED LANGUAGE:

Negotiate explicit language into this clause which adds Indigenous, Aboriginal and First Nations identities as protected grounds from discrimination.

MODEL LANGUAGE:

Example 1 – (CUPE and Victoria Village Inc)

No Discrimination - The parties agrees there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge or otherwise, by reason of age, race, creed, colour, political or religious affiliation, sex, sexual orientation, pregnancy, illness or disease, ethnic, national or Aboriginal origin, family status, source of income, political beliefs, affiliations or activities, physical appearance, or marital status, place of residence, physical or mental disability, nor by reason of her membership or activity in the Union, where to do so would be contrary to the Human Rights Code.



Example 2 – (CUPE 3906 and McMaster University)

NO DISCRIMINATION, HARASSMENT, OR SEXUAL HARASSMENT

(a) The parties agree that all Employees shall be entitled to a respectful workplace free of discrimination, sexual harassment, and workplace harassment. As of the date of the ratification of this Collective Agreement, the University has policies on these topics, including: Policy on Discrimination and Harassment: Prevention and Response; Violence in the Workplace Policy; and Sexual Violence Policy. The parties acknowledge that nothing in these Policies is meant to supersede the terms and conditions of the Collective Agreement. In the event that the provisions of these Policies contradict the Collective Agreement, the Collective Agreement governs, to the extent of the contradiction.

(b) The parties agree that there shall be no discrimination, interference, harassment (including sexual harassment), intimidation or coercion exercised or practised by either of them with respect to any employee in the bargaining unit concerning the application of the provisions of this Collective Agreement, by reason of the following: the employee's membership or non-membership in the Union (page 7 of 38); the employee's activity in the Union or the exercise of their lawful rights arising there from; the employee's age, race, creed/religion, self-identification as Indigenous, colour, nationality, citizenship, place of origin, ancestry, sex, gender, marital status, disability as disability is defined in the Human Rights Code of Ontario [which includes Acquired Immune Deficiency Syndrome (AIDS), AIDS related illnesses, and positive Immune Deficiency Virus (HIV+)]; the employee's political belief or affiliation, the employee's academic orientation or school of thought; the employee's sexual orientation, same sex partnership status, transsexual transition status, gender expression, and gender identity; or any ground prohibited by the Ontario Human Rights Code, R.S.O. 1990, c.H-19, as amended.

3) National Indigenous Peoples Day (June 21st) and any other Indigenous – Related Holiday

SUGGESTED LANGUAGE:

Prioritize negotiating June 21st National Indigenous Peoples Day, and other holidays of significance to Indigenous employees, as paid holidays.

MODEL LANGUAGE:

Example 1 - (UFCW Local 832 and La Portage La Prairie Friendship Centre- Manitoba)

The following days shall be considered holidays for which regular full-time employees shall

suffer no reduction in pay on account of the closing of the Employer's business: New Year's Day; Louis Riel Day; Aboriginal Justice Awareness Day (Last Friday in Feb); Good Friday; Easter Monday; Victoria Day; Canada Day; Aboriginal Day (June 21st); Local Aboriginal Day (Friday prior to the August Civic holiday); Civic Holiday (First Monday in August); Labour Day; Thanksgiving Day; Aboriginal Veterans Day (Nov 8th); Remembrance Day (Nov 11th); Christmas Day; Boxing Day

Example 2 - (CBA – PSAC and Canadian union of public employees (CULA))

Social Justice Leave

21.23 At the request of an employee, up to a total of fourteen (14) hours with pay shall be granted as follows: (This leave is not subject to carry over or to being cashed out.) b) for the purposes of celebrating National Aboriginal Day on June 21 to attend a recognized function sponsored by an organization other than the Employer; and c) for the purpose of recognition and celebration of human rights to attend a recognized function related to human rights.

4) Bereavement Language

SUGGESTED LANGUAGE:

Strengthen bereavement language to reflect Indigenous traditional family units.

MODEL LANGUAGE:

Example 1 - (UFCW Local 1400 and The Salvation Army Waterston Centre- Saskatchewan)

In the event of death in the immediate family of an employee, the employee will be granted a leave of absence, with pay, of five (5) days. The term "immediate family" shall mean spouse, parent, child, step-child, foster-child, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, common law spouse, grandmother, grandfather, grandchild, aunt, uncle, niece, nephew, cousin and any other relative living in the household of the employee. Excess leave will be without pay. Employees shall be entitled to one (1) paid days leave to participate in the service of, or be a pallbearer at a funeral, to a maximum of three (3) days per year.

Example 2 – (COLLECTIVE AGREEMENT BETWEEN THE PUBLIC SERVICE ALLIANCE OF CANADA (P.S.A.C.) AND THE ALLIANCE EMPLOYEES UNION (A.E.U.)

Bereavement Leave with Pay For the purpose of this clause, the definition of immediate family will include the relatives of a common law spouse in the same manner as would

be applied to the relatives of a spouse. For the purpose of this clause, immediate family is defined as father, mother, (or alternatively step-father, stepmother or foster parent), brother, sister, spouse, child, stepchild, child adopted through Indigenous custom adoption practices, or ward of the employee, father-in-law, mother-in-law, grandparents, employee's grandchild, and other relatives permanently residing in the employee's household or with whom the employee permanently resides, and also includes anyone for whom the employee holds a legally executed "Power of Attorney".

5) Alternative Dispute Resolution

SUGGESTED LANGUAGE:

Negotiate an alternative dispute resolution method that is Indigenous-focused and provides an alternative option to all employees navigating the grievance/arbitration process.

MODEL LANGUAGE:

Example 1 - (UFCW Local 864 and Potlotek First Nation – Nova Scotia)

ARTICLE 8

KISIKUEWEY WANTAQO'SUTI PROCEDURE

- 8.01 A matter in dispute between the Employer and the Union involving the interpretation, application, operation or alleged violation of any article of this Agreement may, in the event of failure to reach agreement thereon, be referred by mutual agreement to a Council of Elders in order to engage in Mi'kmaq dispute resolution process, Kisikuewey Wantaqo'suti, which focuses on traditional healing, consensus building, respect for Elders and reconciliation of parties.
- 8.02 Once the parties agree to resolve their dispute through Kisikuewey Wantaqo'suti, the parties may not opt out of the process with regard to the same matter.
- 8.03 A Council of Elders shall consist of three members selected by mutual agreement between the parties from the Elders of any Mi'kmaq First Nation in Nova Scotia. The parties shall meet to agree on the selection of the Elders Council within thirty (30) days of the agreement to proceed with Kisikuewey Wantaqo'suti.
- 8.04 If the parties cannot reach agreement in the selection of the Council of Elders within ten (10) days of meeting referenced in Article 8.02 above, then either party may request the Mi'kmaq Grand Council to appoint a Council of Elders.

- 8.05 After the Council of Elders has been appointed by the foregoing procedure, they shall convene a mediation circle within thirty (30) days, if possible, with both parties present.
- 8.06 The mediation circle will give both parties the opportunity to tell their story in relation to the matter being grieved to the Council of Elders.
- 8.07 The Council of Elders will attempt to create an environment where healing can occur and consensus can be reached.
- 8.08 A consensus must be reached by the parties through this process within two (2) days of the commencement of the mediation circle.
- 8.09 Whenever the subject matter of a grievance involves a loss of earnings or benefits, the consensus reached by the parties through Kisikuewey Wantaqo' suti may include the restoration partially or completely of those lost earnings or benefits. The consensus may also vary a disciplinary penalty.
- 8.10 The consensus reached on the matter at issue through Kisikuewey Wantaqo' suti in accordance with this Article shall be final and binding on both parties.
- 8.11 In no event shall the consensus reached add to, subtract from, alter or amend this Agreement in any respect.
- 8.12 The parties may be represented by legal counsel in a Kisikuewey Wantaqo' suti.
- 8.13 The Council of Elders will have the power to determine its own procedure, including but not limiting the generality of the foregoing, to permit individuals to participate who are not parties to the grievance.
- 8.14 The time limits referred to in this Article may be expanded or compressed by mutual written consent and shall be considered mandatory as opposed to directory.
- 8.15 Each party shall pay its own costs, fees and expenses. The fees and expenses of the Council of Elders shall be shared equally between the parties.

Example 2 - CUPE and Anduhyaun INC

Traditional Dispute Resolution:

On a purely voluntary basis, individual grievors may choose to pursue grievances, following the Complaint Stage in Article 7.02, by utilizing the Traditional Dispute Resolution model attached as Schedule "8" to the Agreement. It is understood that if the grievance is not

resolved through the Traditional Dispute Resolution process, it may be carried through the remainder of the normal Grievance Procedure and the time limits contained therein shall only apply upon the completion of the Traditional Dispute Resolution process/meeting. It is further understood that all grievance settlements achieved through the Traditional Dispute Resolution process will be without prejudice or precedent and shall not be relied upon in any proceeding as evidence of the proper interpretation of the Collective Agreement. A request to utilize the Traditional Dispute Model must be submitted to the Executive Director (or designate) within ten (10) business days. The Traditional Dispute Resolution process is available to all members of Local 4232.

Example 3 - COLLECTIVE AGREEMENT between WAASEGIIZHIG NANAANDAWE'YEWIGAMIG (hereinafter referred to as the "Employer") and ONTARIO NURSES' ASSOCIATION (hereinafter referred to as the "Union")

In recognition of the respect for and value of the wisdom and experience of Elders and/or other respected members of the Aboriginal community, grievors may request these community members to act in a supportive, confidential capacity throughout the grievance process. The parties may also agree that such a community member will act as a mediator or decision maker. This shall not be interpreted to be an obligation on any individual to seek the assistance of a member of the Aboriginal community.

6) Accommodation in the Workplace including Leave of Absence and Cultural Rooms

- SUGGESTED LANGUAGE:

Negotiate healing/cultural rooms as safe spaces available to employees when needed.

- MODEL LANGUAGE:

Example 1 – (UFCW Local 401 and Buffalo Metis Catering Employees)

Indigenous Relations (Article 2)

BCM recognizes the diverse backgrounds of all our employees and we acknowledge a special relationship with our Indigenous employees. We recognize that the term Indigenous is not one size fits all term, but encompasses a long history of different traditions and customs and groups of people in Canada. We offer the opportunity for all of our Indigenous employees to have their culture, traditions and customs respected and celebrated. To this end we commit to the following:

- providing diversity training to all employees, both hourly and salaried.

- providing traditional tipis at: Wapasu, Conklin, Beaver River
- Establishment of an Indigenous committee at Wapasu, one at Conklin and one at Beaver River, whose functions will include meeting monthly with Lodge Management and working with Lodge Management in the planning of Indigenous day festivities at each lodge, including provisions for meaningful participation by the Indigenous employees at that Lodge. This meaningful participation will include the Indigenous employees being scheduled to be able to attend the festivities. Indigenous employees who are on shift will be allowed time to attend the festivities without loss of pay.
- BCM also commits to making ongoing and additional efforts to facilitate positive relations with our Indigenous employees. Also, the company will recognize Union Stewards as appointed by the Union whose responsibilities will include the advancement of the issues of Indigenous workers.

Example 2 – (LONG LAKE EMPLOYEES ASSOCIATION and LONG LAKE FOREST PRODUCTS INC.)

LEAVES OF ABSENCE

Recreational Leave (a) Time off without pay will be granted to Employees to attend First Nations prestigious events which they are organizing or participating in, up to two (2) times per year. (b) Requests for such leave, including the events involved, will be reviewed by the Company and Working Committee and accommodated subject to operating requirements. Notice for such leave must be requested at least one (1) month in advance and will be accommodated subject to operating requirements.

Example 3 – (FIRST COLLECTIVE AGREEMENT BETWEEN THE PUBLIC SERVICE ALLIANCE OF CANADA AND NISHNAWBE-ASKI POLICE SERVICE BOARD)

Ceremonial and Traditional Leave

Provided that such leave will not interfere with the efficient and effective operational requirements of the Nishnawbe-Aski Police Service, an Employee may be granted up to five (5) days leave without pay per calendar year to pursue Aboriginal traditional and/or ceremonial activities. These days must be taken as full days. The Employee may use banked paid leave at their discretion. Such leave requests are subject to the approval of the Police Chief and will not be unreasonably denied. This leave shall not be carried over.

7) Statement of Co-operation with Indigenous Peoples

SUGGESTED LANGUAGE:

Include a Letter of Understanding honouring and respecting Indigenous culture and traditions.

MODEL LANGUAGE:

Example 1 – (COLLECTIVE AGREEMENT between ANDUHYAUN INC and CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4232)

The Union acknowledges that the mandate of Anduhyaun is to support Aboriginal women and their children in their efforts to maintain their cultural identity, their self-esteem, and their economic, physical and spiritual wellbeing. Both parties endeavour to promote the understanding of and respect for Aboriginal traditional cultural values in their relationship with each other and with the employees covered by this Agreement.

Example 2 – (RESOLUTE FOREST PRODUCTS THUNDER BAY SAWMILL And COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION, And its LOCAL 5025)

LETTER OF UNDERSTANDING Between RESOLUTE FOREST PRODUCTS THUNDER BAY SAWMILL And COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION, And its LOCAL 5025

First Nations Thunder Bay Sawmill is the first operating industry to function under the First Nation Commercial Industrial Development Act (FNCIDA) in Canada. The Company and the Union intend to maintain a cooperative and progressive relationship with Fort William First Nation and all aboriginal employees.

Example 3 – (COLLECTIVE AGREEMENT by and between THE ELECTRICAL POWER SYSTEMS CONSTRUCTION ASSOCIATION (hereinafter called “EPSCA”) and the INTERNATIONAL UNION OF OPERATING ENGINEERS)

First Nations Commitment

In addition to the Aboriginal Content provisions in the collective agreement, the Parties agree to work together proactively towards removing barriers that hinder appropriate participation of First Nations peoples in the BTU workforce on sites covered by this agreement.

8) Equity Statements and Equity Committees

SUGGESTED LANGUAGE:

Negotiate equity statements in the workplace which encompass Indigenous rights and an Indigenous-focused perspective. Negotiate equity committees which work on measurable gains designated to be done through the life of the agreement.

MODEL LANGUAGE:

Example 1 - (CBA – CUPE 2484 and Highview Wilson Child Care- Ontario)

LETTER OF UNDERSTANDING #1 - Employment Equity

The Employer and the Union agree to co-operate in developing, implementing and monitoring an Employment Equity Program covering employees of the Centre. All components of the program will be jointly developed between the Employer and the Union. The intent of the program is to identify and implement plans to remove any barriers that may exist, and to develop a plan to correct any barriers that create disadvantages for persons from the groups set out below in accessing employment or any rights under the Collective Agreement. This will include the identification of unintentional systemic barriers. The designated groups will include: Aboriginal/Indigenous people, Radicalized people, LGBTQ and Transgender persons, Persons with disabilities and Women.

Example 2 – (CBA between children’s aid society of Toronto and CUPE)

LETTER OF UNDERSTANDING RE: EMPLOYMENT EQUITY

The Employer and the Union recognize that there are barriers to full participation in employment for certain groups within our community. The parties recognize that an Employment Equity program can serve to eliminate systemic barriers for certain groups including but not necessarily limited to: women, persons with disabilities, Aboriginal Peoples, and persons from racialized groups. As a result, the parties agree that the Employer shall: • Actively recruit and hire people from designated groups that are underrepresented in the Society; • Provide training to employees that will sensitize and educate them to identify and confront their own biases and the biases of society; • Implement the Anti-oppression, Anti-racism policy. In addition, the parties agree to the following: 1. The Employer agrees to include two (2) Union representatives on the current Bridging Diversity Committee; 2. The Union will have one (1) representative on the Anti-Oppression, Anti-Racism Steering Committee; 3. Copies of the employment systems review pertaining to bargaining unit positions will be provided to the Union. The Employer and the Union will meet to develop recommendations for eliminating any identified barriers.

9) Enhanced Opportunities for Equity – Seeking Groups

SUGGESTED LANGUAGE:

Negotiate enhancements to CBA clauses where members of Equity-seeking groups are provided with opportunities to advance Indigenous and equity rights in the workplace and in the labour movement.

MODEL LANGUAGE:

Example 1 - (COLLECTIVE AGREEMENT BETWEEN: GOODWILL INDUSTRIES OF TORONTO (hereinafter referred to as "Goodwill") -and TEAMSTERS LOCAL UNION 847)

HOURS OF WORK AND OVERTIME

a) There are Full-time, Part-time and REACH employees: Full-time employees are scheduled to work forty (40) hours per week Part-time employees are scheduled to work no less than twenty-four (24) hours per week but may work more than thirty (30) hours per week 18 REACH employees are defined as follows: Goodwill REACH™ is our mission in action, the creation of work opportunities and skills development for people facing serious barriers to employment, including persons with disabilities, youth at risk, the chronically unemployed, Aboriginal people and newcomers to Canada. For the duration of this Agreement, a REACH employee is an employee of the Company who is normally scheduled to work for no less than twenty-four (24) hours per week and no more than thirty (30) hours per week, for a period not to exceed fifty-two (52) weeks. A weekly dues/contribution structure will be advised by the Union to cover REACH Employees and the amount will be deducted from REACH Employees' wages and remitted to the Union monthly. Initiation fees will not be paid by this group of employees, unless and until they are hired as permanent part-time or full-time employees. In order to qualify for employment, REACH Employees must be available to be scheduled during all hours of operation of the Company. REACH Employees during their period of employment and after the mandatory three (3) month probationary period, will be provided work performance reviews every six (6), nine (9) and twelve (12) months. REACH Employees will attend all scheduled Life Skills/ESL workshops and other activities designed to enhance their career development. The employment of REACH Employees shall not in any manner affect the employment or job training opportunities for full-time or part-time employees. b) The scheduling of hours is based on the labour hours targeted in each group plan.

Example 2 - Collective Agreement between CROWN IN RIGHT OF ONTARIO as represented by Management Board of Cabinet and A|M|A|P|C|E|O Association of Management, Administrative and Professional Crown Employees of Ontario)

Bumping- No aboriginal employee or employee with a disability, as defined in the Ontario Human Rights Code, shall be bumped by a more senior employee. Where a surplus employee available for targeted direct assignment is an aboriginal person or a person with disabilities and requires a longer training period, their notice period shall be extended until the completion of their training plan.

Example 3 – (Teamsters Canada and PIPE LINE CONTRACTORS ASSOCIATION OF CANADA)

The Employer and the Union agree to cooperate to encourage opportunities for Aboriginal employment under the terms and conditions of this Agreement.

Example 4 - Sanofi Pasteur and C.E.P. Local 1701

Sanofi Pasteur and C.E.P. Local 1701 are committed to the concept of Employment Equity and ensuring Sanofi Pasteur has a fair and representative workforce. To enhance outreach activities and increase awareness amongst employees and members. the Company and the Union agree to train work placements for designated group members. These designated groups are Women, Aboriginals, Racial Minorities, and Persons with Disabilities. The work placements shall have the following criteria: 1. The term of the placements would not be more than 6 months. 2. Candidates for the training assignments will be sourced from recognized non-profit agencies. 3. Incumbents will not receive pay or benefits. Out of pocket expenses may be reimbursed. 4. Work placements will not be used to replace bargaining unit work. 5. There will be a limit of 2 persons per designated group. This process will be reviewed by the Negotiating Committee and the Company 6 months after its initiation. Either party will have the right to withdraw from the project at that time.

Additional points to consider in creating equitable work environments within and beyond the collective bargaining agreement:

- **Hiring Packages and Resources** - Include in orientation hiring packages, resources on the labour movement and reconciliation, information sheets and a glossary of appropriate terminology to ensure a work environment that is respectful of Indigenous culture and all equity – seeking groups. Numerous resources can be found at www.ufcw.ca/socialjustice
- **Gender neutral language** – Use gender neutral language when conducting union meetings and within the body of collective bargaining agreements, above and beyond the traditional binary (he/she) provisions when referring to employees covered in the contract.



Useful Links to Refer to When Bargaining for Indigenous Rights:

- a. Your provincial/ territorial collective bargaining agreement database and / or government office;
- b. Canadian Human Rights Commission and Provincial/ Territorial offices and jurisdictions;
- c. UNDRIP – United Nations Declaration on the Rights of Indigenous Peoples; and
- d. UFCW Canada – www.ufcw.ca/socialjustice.