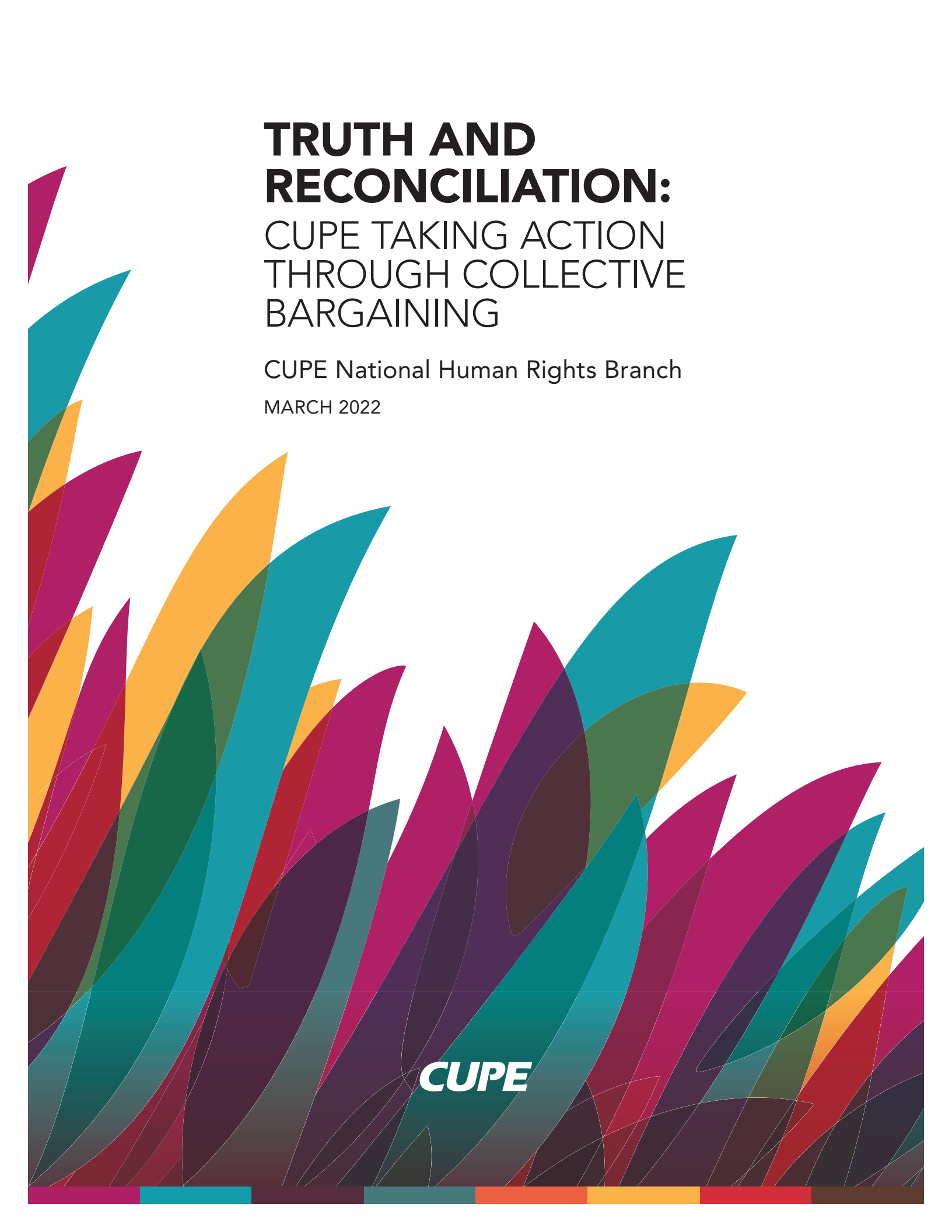




TRUTH AND RECONCILIATION: CUPE TAKING ACTION THROUGH COLLECTIVE BARGAINING

CUPE National Human Rights Branch

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CUPE

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1 | CHECKLIST

This checklist is a summary of the recommendations in this guide. To see a full explanation, please read the corresponding sections.

Your local should:

- ☐ Make a commitment to take action towards reconciliation.
- ☐ Insert a question in your bargaining survey that asks about self-identification of Indigenous identity, and how to support Indigenous members.
- ☐ Ensure there are Indigenous members on committees, including the bargaining committee.
- ☐ Encourage Indigenous members to apply for union positions.

Your collective agreement should include:

- ☐ An equity statement that includes Indigenous people and Two-Spirit people.
- ☐ An Indigenous territorial acknowledgement in the preamble.
- ☐ Recognition that Indigenous communities have their own cultural values and priorities.
- ☐ A non-derogation clause to make it clear that Indigenous rights under the Canadian constitution, treaties, and other legislation cannot be negated.
- ☐ A non-discrimination clause that allows preferential hiring of Indigenous people.
- ☐ A representative workforce clause that aims to increase Indigenous employment at all levels of the organization.
- ☐ Provisions for Indigenous designated positions that include the language for job posting and hiring.
- ☐ Provisions for in-service training for Indigenous workers.
- ☐ Cultural safety/Indigenous awareness training for non-Indigenous members.
- ☐ The option of the presence of Indigenous Elders in the grievance process or other meetings with the employer dealing with Indigenous members.

- ☐ An Indigenous dispute resolution process for Indigenous members.
- ☐ A travel benefit for workplaces in remote locations.
- ☐ A clause that states that workers will not be penalized for being unable to travel to the work site because of hazardous conditions.

The bereavement leave section of the collective agreement should:

- ☐ Include a very broad definition of family that includes extended family members, members of the same tribe, and Indigenous Elders.
- ☐ Provide enough time off for members to attend to Indigenous ceremonial protocols and responsibilities.

Other leaves in the collective agreement should include:

- ☐ Leave of absence for members to vote in Indigenous elections.
- ☐ Leave of absence for members who wish to run for positions in Indigenous governance.
- ☐ Leave of absence for Indigenous cultural/ceremonial events, and other Indigenous observances.

The Paid Holidays section of the collective agreement should include:

- ☐ National Indigenous Day – June 21
- ☐ Louis Riel Day – February 21
- ☐ National Day for Truth and Reconciliation – September 30
- ☐ Language that recognizes any other holiday proclaimed by the federal or provincial governments.
- ☐ Recognition of the right of a First Nations Band Council to declare a paid holiday.

2 | INTRODUCTION

This guide is for CUPE local unions, bargaining committees, members, CUPE staff, and other activists to support Indigenous members and reconciliation efforts. It provides guidance in negotiating contract language that assures all our Indigenous members enjoy dignity and equality in the workplace.

Negotiating decent work terms and conditions is at the heart of a union's mission. CUPE collective agreements cover everything from wages, classifications, job postings and promotion procedures, various leaves of absence, employment benefit plans, health and safety clauses, job security and technological change clauses, protection from discrimination and harassment, and many more issues.

CUPE is committed to ensuring that locals have access to resources that support the union in their reconciliation work. One of the ways that CUPE locals can support reconciliation is by bargaining language into collective agreements that supports Indigenous workers. This resource is for those who want to put reconciliation into action at the bargaining table.

It is important to understand that historically, unions have not always fought for the rights of Indigenous workers. Because of this, unions have not always been places where Indigenous people feel welcomed.

Many Indigenous CUPE members are carrying the weight of colonial trauma. This includes surviving the residential school system, the sixties scoop, or being an intergenerational survivor of these systems.

It is the duty of all unions, including CUPE, to begin repairing this relationship. In order to begin restoring the trust of Indigenous workers and communities in unions, actions must be taken that show a commitment to reconciliation.

Indigenous members want the same things as non-Indigenous members: decent wages and working conditions and the right to be treated fairly and with dignity in the workplace.

Whether they work for Band Councils or Indigenous organizations, or whether they work side by side with non-Indigenous CUPE members in other workplaces around the country, Indigenous members may have different needs which require the negotiation of Indigenous-specific contract language.



3 | KNOWING YOUR MEMBERSHIP

It is important to know your membership. It is not possible to know how many Indigenous members your local has unless you have surveyed your membership and collected demographic information.

Consider adding a question to the bargaining survey, or another survey of your local's membership, regarding self-identification of Indigenous identity. For example: "I am an Indigenous person (First Nations, Métis or Inuit)". Note that not all Indigenous members will be comfortable self-identifying for a variety of valid reasons, meaning that there might be Indigenous members in your local of whom you are unaware.

A survey is also an opportunity to reach out to Indigenous members and ask them about their needs. Building relationships with Indigenous members is part of building a strong union. Part of building those relationships is reaching out to Indigenous members and encouraging them to be part of local committees and applying for union positions.

Even if you may not have identified any Indigenous members in your local, it is still recommended that the union move forward on reconciliation initiatives. Taking action towards reconciliation is the responsibility of all unions and union members. This document can help guide those discussions. Another helpful document is [Walking the talk: A practical guide to reconciliation for CUPE locals](#).

4 | LAND ACKNOWLEDGEMENT AND INDIGENOUS SOVEREIGNTY

The preamble in a collective agreement is a great place to put language that recognizes Indigenous traditional territories, people, and culture. The sample language ranges from land acknowledgment to the recognition of Indigenous sovereignty, cultural values and priorities. It is important to put this language in the preamble because it frames the entire collective agreement and guides the union and employer in their work together. This helps to create awareness of the Indigenous people and culture, and is a reminder to work towards reconciliation.

Here are a few examples from existing CUPE local collective agreements:

- **From the collective agreement between McMaster University and the Canadian Union of Public Employees Local 3906, expiring August 31, 2022:**

1.05 The parties recognize and acknowledge that McMaster University is located on the traditional territories of the Mississauga and Haudenosaunee nations, and within the lands protected by the “Dish With One Spoon” Wampum agreement.

- **From the collective agreement between Public Interest Alberta Society and the Canadian Union of Public Employees Local 474, January 1, 2021 – December 31, 2021:**

Public Interest Alberta and the Canadian Union of Public Employees Local 474 agree that our work takes place on the land referred to as Treaty 4, 6, 7, 8, and 10 which are the traditional meeting grounds and home to many diverse Indigenous Nations. Our work will reflect the intention of the Treaties, the intention of peace, friendship and understanding, and that the purpose of this Agreement is:

- (a) To maintain a harmonious and co-operative relationship between the Employer and the Employees covered by the Union’s certification Number CR-05173.*
- (b) To provide an amicable method of settling differences or grievances, which, may arise between the Employer and Employees.*
- (c) To promote the mutual interests of the Employer and the Employees.*

- **From the collective agreement between The Community Health Services (Saskatoon) Association Limited and the Canadian Union of Public Employees Local 974, April 1, 2017 – March 31, 2022:**

The parties to the agreement recognize that the Employer objectives include service to First Nations, Métis and other ethnic communities and the promotion, preservation, protection and interpretation of their histories, languages, cultures and artistic heritages using ways of knowing and understanding.

- **From the Collective Agreement between Anduhyaun Inc. and the Canadian Union of Public Employees Local 4232, September 16, 2016 – August 31, 2020:**

1.03 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.

- **From the Collective Agreement between School District No. 92 (Nisga’a) and the Canadian Union of Public Employees Local 2298, July 1, 2019 – June 30, 2022:**

WHEREAS the School Trustees of School District No. 92 (NISGA’A) have been given a mandate from the people of the Nass via the Nisga’a Tribal Council to maintain Nisga’a control of Nisga’a Education; and

WHEREAS the Union shares the philosophy of Nisga’a control of Nisga’a Education; and

WHEREAS it is the desire of the Board and the Union:

1. to provide an effective, efficient and ongoing education system for the District;
2. to maintain and improve harmonious relations;
3. to recognize the mutual value of joint discussions;
4. to promote the morale, well-being and security of the employees.

5 | INDIGENOUS RIGHTS AND NON-DISCRIMINATION

For some Indigenous members and Indigenous employers, it may be important to know that their rights cannot be overridden by language in a collective agreement. A non-derogation clause regarding Indigenous rights can be a protection that recognizes that the language in a collective agreement does not trump existing Indigenous and constitutional rights. The following language is taken from a collective agreement where the place of employment is located on federally recognized reserve lands – the Oneida Nation of the Thames.

- **From the collective agreement between Oneida Nation of the Thames Emergency Medical Services and the Canadian Union of Public Employees Local 35.6, January 30, 2019 – March 31, 2021:**

3.04 Non Derogation

For greater certainty, nothing in this agreement shall be construed so as to abrogate or derogate from the protection provided for existing Aboriginal or treaty rights of the Aboriginal peoples of Canada by the recognition and affirmation of those rights in section 35 of the Constitution Act, 1982.

Hiring Indigenous people should not be considered discrimination against any other group. At the same time, Indigenous people should be protected from discrimination in the hiring process. Make sure to list Indigenous people as an equity-seeking group, and consider also including Two-Spirit people. Two-Spirit is a term that is preferred by some Indigenous people who identify as LGBTQ2+.

- **From the collective agreement between the University of Ottawa and the Canadian Union of Public Employees Local 2626, September 1, 2019 – August 21, 2022:**

No Discrimination

10.5 * With respect to the interpretation of Article 10.1 and certain words used in the article, the Parties agree as follows:

a) "Sex/Gender/Gender Identity" includes but is not limited to the right to equal treatment without discrimination, intimidation, interference, restriction or coercion because an Employee (i) is pregnant or may become pregnant, (ii) is breastfeeding or (iii) is not cisgender (including but not limited to: transgender, non-binary, genderqueer, genderfluid, agender, intersex, Two-Spirit, etc.) where cisgender refers to a person whose assigned sex at birth matches with their gender identity.

- **From the collective agreement between Mohawk Council of Akwesasne and the Canadian Union of Public Employees Local 5458, April 1, 2021 – March 31, 2024:**

ARTICLE 4 – NO DISCRIMINATION OR HARASSMENT

4.1 There shall be no discrimination with respect to any employee or individual in or outside the bargaining unit for any reason prohibited by the Canadian Human Rights Act, as amended, by reason of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity, marital status, family status, disability, political affiliation and conviction for which a pardon has been granted, or membership/activities with the Union. Notwithstanding the foregoing, the Parties acknowledge the Employer has a preference for hiring members of the Mohawks of Akwesasne and other recognized members of other Indigenous peoples, Métis and Inuit, and that hiring and promotion practices that conform to this preference do not constitute a violation of this Article, nor does funding provided exclusively to natives of the Akwesasne community constitute discrimination within the meaning of this Article.

6 | REPRESENTATIVE WORKFORCE

The principle behind employment equity or a representative workforce program is simple: the proportion of any particular group in the broader community should be reflected in the percentage of that group in the workplace, at all levels and sectors of employment.

For example, if 13 per cent of the population of a province is Indigenous, at least 13 per cent of the workforce of that province should include Indigenous workers. Indigenous people should have opportunities in all occupations and all sectors, especially in the public sector.

Indigenous workers have been historically excluded from the workforce, due to harmful colonialist policies and government legislation. Reconciliation calls on the labour movement to challenge and rectify this. This is particularly crucial for workplaces that service a predominantly Indigenous community, but also for all workplaces and communities across Canada.

- **From the collective agreement between All Nations Healing Hospital and the Canadian Union of Public Employees Local 3404, April 1, 2017 – March 31, 2022:**

23.04 Representative Workforce

a) Principle

The principle of a representative workforce for Aboriginal workers is where Aboriginal people are employed in all classifications and at all levels in proportion to their representation in the working age population within the community or the provincial population.

The parties will address proactive processes that support a representational workforce which shall include but not be limited to identifying employment opportunities, education and training, and preparing workplaces.

b) Workforce Representation

The parties agree to the principle of a representative workforce for Aboriginal workers. The parties agree to charge the Employment Strategy Committee with the responsibility to develop, implement, monitor and evaluate pro-active initiatives designed to ensure Aboriginal People are present in all occupations in their proportion to the provincial working population.

Therefore, when hiring new employees, the Aboriginal representative principle shall be applied, providing there are qualified Aboriginal applicants for the vacancy.

- **From the collective agreement between Ryerson University and the Canadian Union of Public Employees Local 233, July 2018 – June 30, 2022:**

Letter of Understanding

The University and CUPE Local 233 have a strong commitment to fostering equity, diversity and inclusion within its community, including a strategic vision to Indigenize Ryerson and increasing the number of Indigenous employees.

The Parties recognize that although there is a higher number of Indigenous employees in Facilities Management and Development (approximately 3%), where the number of Indigenous employees overall at Ryerson is not representative of the provincial population, which is about 8% as of March 1, 2018. The Truth and Reconciliation at Ryerson University, Community Consultation Summary Report calls for the University to increase the number of Indigenous employees at Ryerson.

The Parties agree that moving forward:

1. External postings shall reflect an open call to Indigenous applicants and will invite applicants to self-identify if they wish to be considered.
2. Each Director within Facilities Management and Development will indicate to their hiring manager(s) the needs and commitment in relation to this initiative.
3. The Parties agree to establish a standing item at the Union Management Committee meetings to review the current collective agreement and implementation of policies and procedures currently in the Agreement for recruitment, hiring and retention of Indigenous CUPE 233 Bargaining Unit employees. Where appropriate, joint non-binding recommendations to further Indigenize the Bargaining Unit will be submitted to the Assistant Vice-President, Facilities Management & Development and the President of CUPE Local 233.

7 | TARGETED HIRING AND JOB POSTING

When targeting Indigenous workers in hiring, there can be issues that arise regarding seniority. However, seniority can be respected while also making provisions to ensure that Indigenous people are hired into positions that are designated for them.

There are many reasons for targeted hiring. For example, the funding source for the positions might specify that the positions be filled by Indigenous workers; and/or the clients of the services provided are largely Indigenous. In addition to this, hiring notices can explicitly state the preference for hiring Indigenous people. This invites Indigenous workers to know that they are welcome in the positions, and that they will be supported across the workplace.

- **From the collective agreement between the Community Health Services (Saskatoon) Association Limited and the Canadian Union of Public Employees Local 974, April 1, 2017 – March 31, 2022:**

Letter of Understanding

Re: Designation of Aboriginal Positions at the Westside Clinic

In a Letter of Understanding dated April 1, 2001 between CUPE 974 and C.H.S.A. the parties agreed to designate specific permanent positions at the Westside Clinic to aboriginal people, and articulated in that letter of understanding is the methodology that would be used to recruit for and employ these positions.

The parties acknowledge that the understandings reached in that letter will continue to govern the designation of positions at the Westside Clinic to aboriginal people until such time as another letter of understanding concerning the designation of positions at the Westside Clinic to aboriginal persons and the procedures of recruitment for them is arrived at.

The positions governed by that letter of understanding included five (5) permanent positions at the time, namely:

One (1) Receptionist; two (2) Registered Nurses, of which one (1) would be a Community Health Nurse BSN (Outreach), one (1) Native Health Worker (Outreach), and one (1) Counsellor [sic] II position.

The positions noted above have since evolved and their titles changed through the Joint Job Evaluation process. At present, the same five (5) positions remain designated, but are titled as follows (as of April 1, 2001):

One (1) Westside Clinical Office Assistant Reception;

Two (2) Registered Nurses, including one (1) Community Clinic Outreach Nurse, Westside; and one (1) Registered Nurse, Westside;

One (1) Westside Aboriginal Community Worker; and

One (1) Counsellor II, General Service Westside.

- **From the collective agreement between Board of Education of School District No. 50 (Haida Gwaii) and the Canadian Union of Public Employees Local 2020, July 1, 2019 – June 30 2022:**

Letter of Understanding

RE: Indigenous Education Hiring for Positions Funded Through Indigenous Targeted Funds

The Collective Agreement is applicable to all employees covered by this Letter of Understanding.

This Letter of Understanding applies to the following positions funded from Indigenous Targeted funding:

- 1. First Nations Resource Worker.*
- 2. Haida Education Administrative Assistant.*

Postings for these two positions will include a caveat stating:

“Preference will be given to qualified applicants with Indigenous ancestry and knowledge of the Haida Nations.”

The selection of candidates for these positions will be done by an interview/selection subcommittee of the Haida Education Committee.

The selection of the above noted positions will not be subject to the Articles 13.01 and 13.04 in the Collective Agreement.

When a vacancy occurs in any classification covered by this Agreement, or in the event of a new position being created, notice thereof shall be posted for five (5) working days and a copy shall be sent to the President of the Union.

First preference will be given to Union members with regular seniority and of Indigenous ancestry and knowledge of the Haida Nation.

Second preference will be given to Union members with recognized secondary seniority of Indigenous ancestry and knowledge of the Haida Nations.

- **From the collective agreement between McMaster University and the Canadian Union of Public Employees Local 3906, expiring August 31, 2022:**

Criteria for Hiring

(d) For vacancies posted in accordance with Article 13.02(i) in the Indigenous Studies Program and courses with primarily Indigenous-related content, preference will be given to qualified applicants who self-identify in their application as First Nations, Métis and Inuit persons.

- **From the collective agreement between University of Saskatchewan and the Canadian Union of Public Employees Local 3287, September 1, 2019 – August 31, 2021:**

16.06 SUNTEP Program

In accordance with the objectives of SUNTEP as set out in the Agreement between the Gabriel

Dumont Institute, the Province of Saskatchewan, and the University of Saskatchewan and the affirmative action initiatives of the Gabriel Dumont Institute, the parties agree that there may be special considerations in selecting sessional lecturers to teach courses for SUNTEP providing the applicants selected have qualifications comparable to those required to teach the same courses as part of the regular program or special qualifications required to teach the courses in that program. Accordingly, the Employer shall retain the right to override the normal right of first refusal provisions in order to appoint aboriginal persons to teach courses for SUNTEP. The Employer will advise the Union any time an appointment is made under this affirmative action program.

- **From the collective agreement between Oneida Nation of the Thames Emergency Medical Services and the Canadian Union of Public Employees Local 35.6, January 30, 2019 – March 31, 2021:**

10.06 Job Posting

(d) i) In the selection of the successful candidate to any job posting (including promotions and staff transfers), where skills and qualifications are relatively equal between candidates, seniority shall govern.

ii) The filling of any part time or full time vacancy may include preference to aboriginal ancestry and, in particular, Oneida of the Thames ancestry, at the discretion of the employer, providing the candidate has the required skills and qualifications. This preference will not be applied against any person who is of non-aboriginal ancestry and who was employed as of the effective date of this first collective agreement.

- **From the Collective Agreement between Anduhyaun Inc. and the Canadian Union of Public Employees Local 4232, September 16, 2016 – August 31, 2020:**

Letter of Understanding

RE: SPECIAL EMPLOYMENT

The Board of Directors of Anduhyaun Inc. has passed a resolution, set forth below, authorizing special hiring practices pursuant to the Ontario Human Rights Code. This resolution has been endorsed by the Union and is set forth below as a joint statement of the Agency and the Unions commitment to uphold the culturally based service mandate of the Agency.

1. Due to the nature of the organization's culturally based social services and based on our experience and the needs of our clients as well as feedback from clients, it is agreed that the organization must ensure, as best as possible, that all employees who serve clients directly be of Aboriginal descent.

2. Such preferential hiring is legally sanctioned and constitutes "Special Employment" for purposes of Section 24(1) (a) of the Ontario Human Rights Code.

3. Anduhyaun Inc., will consider interviewing and hiring non-Aboriginal candidates for such positions as noted in Section 1 above, but only in circumstances where it has been determined that no qualified Aboriginal candidates are available.

4. In the event that a non-Aboriginal person is the successful candidate, who will have direct contact with clients, such positions will be contractual for a period of one (1) year in order to maintain the organizations commitment to ensure the position is filled by a person with Aboriginal descent. For further clarity, in the event that a non-Aboriginal person is contracted for such a position, the

organization will continue to accept applications in order to determine if such position can be filled by a person of Aboriginal descent.

5. Contract employee's contracts can only be terminated as set out in Section 3 of the Employment Contract.

6. Efforts to ensure employees are Aboriginal has been the practice of the organization since inception in 1973. This policy has been drafted to ensure that such practice remains in place.

8 | IN-SERVICE TRAINING FOR INDIGENOUS WORKERS

Indigenous workers should feel valued in the workplace. They should be prioritized in receiving training as part of a commitment to their professional development. Having access to workshops, professional development, and career path support is a great way to show that Indigenous workers are supported and appreciated. CUPE also provides offerings through Union Education that locals can consider.

- **From the collective agreement between Saskatchewan Association of Health Organizations and the Canadian Union of Public Employees Local 5430, April 1, 2017 – March 31, 2022:**

In-Service Training

The parties agree to facilitate educational opportunities which may include literacy training and career path counseling/planning.

9 | CULTURAL SAFETY/INDIGENOUS AWARENESS TRAINING

As workers who deliver public services, it is important to be educated on Indigenous peoples' history, treaty rights, and Indigenous law. Training like this should be delivered using an anti-racist, human rights, and cultural safety framework. Cultural safety training for public employees is one of the 94 calls to action made by the Truth and Reconciliation Commission. Locals can negotiate clauses with employers to receive training on Indigenous issues and reconciliation, and promote culturally safe practices at work and in delivering public services. This training should be directed especially to non-Indigenous workers.

From the collective agreement between Eatonia Oasis Living and the Canadian Union of Public Employees Local 4174, April 1, 2020 – March 31, 2021:

Workplace Preparation

The parties agree to implement educational opportunities for all Employees to deal with misconceptions and dispel myths about Aboriginal People. This will include enhanced orientation sessions for new employees to ensure a better understanding of respectful work practices to achieve a harassment free environment.

10 | LEAVE OF ABSENCE CLAUSES

This section accounts for various cultural reasons that Indigenous workers may need leave. It includes language on bereavement and leave for voting in Band elections, cultural events and other observances. Many of the examples are from workplaces where there are a large number of Indigenous CUPE members. As part of reconciliation, CUPE locals should negotiate this language regardless of how many Indigenous members they have or are aware of.

10.1 | BEREAVEMENT

Many Indigenous communities have expanded definitions of family that include family members that wouldn't be considered for bereavement leave under European, colonial values. Examples of this are family gained through Indigenous cultural adoption and Indigenous Elders. Indigenous communities also may have culturally specific mourning ceremonies to attend. The following collective agreements include bereavement language that recognizes Indigenous kinship structures and Indigenous ceremonial mourning duties.

- **From the collective agreement between the University of Northern British Columbia and the Canadian Union of Public Employees Local 3799, July 1, 2014 – July 30, 2019:**

24.02 Bereavement Leave

In the case of bereavement in the immediate family, an employee, not on leave of absence without pay in excess of twenty (20) calendar days, shall be entitled to bereavement leave at his/her regular rate of pay. Such leave shall normally not exceed an employee's average weekly hours of work in a normal work week as defined in Article 18.01;

(b) Immediate family is defined as an employee's parent, step-parent, spouse, common-law spouse, same sex partner, child, step-child, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and any other relative permanently residing in the employee's household or with whom the employee permanently resides;

(c) An employee may request and shall be granted additional bereavement leave without pay for any additional period that they wish to be absent from work. This may include established cultural practices such as headstone moving, tribal feast, special family bereavement and Clan or Tribal requests related to bereavement.

- **From the collective agreement between School District No. 92 (Nisga'a) and the Canadian Union of Public Employees Local 2298, July 1, 2019 – June 30, 2022:**

15.04 Compassionate Leave

Upon request, the Board shall grant an employee five (5) days leave of absence without loss of pay at the death of a parent, spouse, child(ren), brother, sister, bother-in-law, sister-in-law, grandparents, grandchildren, mother-in-law, father-in-law, aunt, uncle, nephew or niece. Family as defined in this article shall include adopted family according to well established cultural practices, providing that Nisga'a citizenship is established with Nisga'a Lisims government.

The Board shall grant an employee an additional two (2) days leave of absence without pay for travel purposes should travel one way exceed two-hundred kilometers (200 kms) beyond the employee's place of employment.

An employee may be granted compassionate leave without pay by the Board, on application, in the case of death of someone not included above.

Where a person employed by the Board is required to administer burial responsibilities, then that person shall be granted reasonable leave of absence without pay to carry out those responsibilities. Any leave under this Article over five (5) days must have Board or Designate approval.

T'il luulak' Leave

An employee who is of the T'il luulak' Wilp may be granted leave up to five (5) days without pay to carry out burial responsibilities.

Xts'ihln'iinak'amskw Leave

An employee who has to attend a Wo'om pdeekhl to Xts'ihln'iinak'amskw may be granted one (1) day off without pay to fulfil their responsibilities.

- **From the collective agreement between EPCOR Water Prairies Inc. and the Canadian Union of Public Employees Local 7667, December 29, 2018 – December 17, 2022:**

19.03* Bereavement Leave

A permanent employee shall be granted time off with pay, at the regular rate of pay, for the position to which such employee is permanently appointed or serving a required probationary period thereof, for the purpose of making arrangements for, or attending, a funeral in accordance with the following:

When death occurs in the employee's immediate family – that is, current spouse, parent, or child, the employee, on request, shall be excused for five (5) regularly scheduled consecutive working days without loss of pay at the employee's regular rate of pay.

For the loss of a grandparent, grandchild, guardian, parent of current spouse, Indigenous Elder, brother, sister, step brother, step sister, step parent, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent of current spouse, or a related dependent of the employee, the employee, on request, shall be excused for three (3) regularly scheduled consecutive working days without loss of pay at the employee's regular rate of pay.*

**Note: An Indigenous Elder is designated as such by their Indigenous community.*

a) In addition to the above noted bereavement leave, a permanent employee may be granted additional unpaid bereavement leave past the day of the funeral if there is a demonstrated need.

b) One-half (1/2) day's leave with pay to attend funeral services of persons related more distantly than those listed in article 19.03 shall be granted upon request. Upon demonstrating the need for additional time due to extenuating circumstances, this bereavement leave shall be extended up to one (1) day.

c) The word "funeral" when used in respect of bereavement leave shall include the initial memorial service which is held in conjunction with a cremation.

d) The term "extenuating circumstances" may include travelling time, shift schedule conflicts, or such other reasons which may be applicable to the individual circumstance.

e) A permanent employee on leave of absence other than annual vacation leave shall not be eligible for bereavement leave.

10.2 | LEAVE FOR VOTING IN BAND ELECTIONS OR REFERENDUM; LEAVE FOR PUBLIC DUTIES

Indigenous workers may require leave for voting in Indigenous elections. Indigenous governance structures vary and some require in-person voting with no option to mail-in or otherwise cast a ballot or vote. In other cases, Indigenous members may be involved in Indigenous governance and require leave for those duties.

- **From the collective agreement between Community Social Services Employers' Association (CSSEA) and Community Social Services Bargaining Association of Unions (CSSBA), April 1, 2019 – March 31, 2022.**

20.3 Full-Time Union or Public Duties

The Employer will grant, on written request, leave of absence without pay:

(a) for employees to seek election in a municipal, provincial, federal, First Nation or other Indigenous election, for a maximum period of 90 days;

(b) for employees selected for a paid position with the Union or anybody to which the Union is affiliated for a period of up to one year and will be renewed upon request of the Union;

(c) for employees elected to a public office for a maximum period of five years;

(d) for an employee elected to a full-time position of the Union or anybody to which the Union is affiliated, the leave will be for the period of the term and will be renewed upon request of the Union;

(e) for an employee appointed or elected to a full-time position with a First Nation or other Indigenous organization, the leave will be for the period of the term and will be renewed upon request of the Union.

20.5 Elections

Any employee eligible to vote in a federal, provincial, municipal, First Nation or other Indigenous election or a referendum will have four consecutive clear hours during the hours in which the polls are open in which to cast their ballot.

- **From the collective agreement between Mohawk Council of Akwesasne and the Canadian Union of Public Employees Local 5458, April 1, 2021 – March 31, 2024:**

20.09 Political Leave without Pay

Political Leave shall be granted in accordance with the Mohawk Council of Akwesasne Election Law, as amended from time to time. The employees who are elected to the Mohawk Council of Akwesasne shall retain their seniority but shall not accrue further seniority during the first thirty-six (36) months as an elected chief.

- **From the collective agreement between School District No. 92 (Nisga'a) and the Canadian Union of Public Employees Local 2298, July 1, 2019 to June 30, 2022:**

15.05 Other Leave

(a) An employee who provides proof that they are required or requested to attend the Nisga'a Lisims Special Assembly as a representative of their village or the Union shall be granted leave of absence without pay provided application is made to the Board or Designate in advance. A maximum of two (2) employees shall be granted such leave at the same time. This leave will be granted on a first requested, first approved basis.

10.3 | LEAVE FOR CULTURAL EVENTS

Indigenous communities have many varying cultural traditions and events that span the year. Collective agreements should include language to respect these different traditions by recognizing known, specific events, or be general enough that Indigenous members could negotiate leave for such events.

- **From the collective agreement between All Nations Healing Hospital and the Canadian Union of Public Employees Local 3404, April 1, 2017 – March 31, 2022:**

Accommodation of Spiritual or Cultural Observances

The parties agree to make every reasonable effort to accommodate an Employee in order for them to attend or participate in spiritual or cultural observances required by faith or culture.

- **From the collective agreement between School District No. 92 (Nisga'a) and the Canadian Union of Public Employees Local 2298, July 1, 2019 – June 30, 2022:**

Other Leave

(b) Such leave shall also be granted for a maximum of two (2) days to attend events for Hoobiye, Indigenous Day, or to attend the Nisga'a Lisims Special Assembly as an observer. A maximum of two (2) employees in the district shall be granted such leave at the same time

(c) All other Wilp responsibilities will be considered on an individual basis.

- **From the collective agreement between Indigenous Women's Healing Centre Inc. and the Canadian Union of Public Employees Local 2348, June 1, 2019 – May 31 2021:**

21.13 Ceremonial Leave

Employees wishing to take part in a traditional Indigenous ceremony(ies) such as a Sundance or healing ceremony, shall be allowed up to four (4) paid working days leave per calendar year, provided that such leave is authorized by the Employer in advance.

10.4 | LEAVE FOR OBSERVANCES

Not all important dates and observances are official holidays. This is an example of collective agreement language that allows any employee to observe an important event as part of their work duties or to arrange for a substitution so that they may attend the events at the workplace. This includes several important events that are Indigenous themed.

- **From the collective agreement between McMaster University and the Canadian Union of Public Employees Local 3906, expiring August 31, 2022:**

19.11 Observances

Employees may attend the on-campus celebrations and/or commemoration(s) of:

National Day of Mourning

Remembrance Day

International Women's Day

National Aboriginal Day

Montreal Massacre

Missing and Murdered Indigenous Women

International Workers' Day

With the approval of the Employment Supervisor(s), an employee may arrange to exchange their duties, or for their substitution, with or by a qualified person, in order to attend the on-campus commemoration(s). In most instances the date of the celebrations and/or commemoration(s) are known to employees well in advance, therefore the employee must notify their Employment Supervisor as early as possible before the celebrations about their intent to observe the celebration. In the event that no celebration or commemoration is held on-campus, employees may observe a minute of silence on the days listed above. Requests will not be unreasonably denied.

11 | PAID HOLIDAYS

There are several Indigenous themed holidays that are observed across the country. Some collective agreements also recognize the right of the Band Council to declare a paid holiday. The holidays go by slightly varying names but the dates are similar: National Indigenous Day – June 21, Louis Riel Day – February 21, National Day for Truth and Reconciliation – September 30.

- **From the collective agreement between the Board of Education of Île-à-la-Crosse School Division No. 112 and the Canadian Union of Public Employees Local 4607, January 1, 2019 – December 31, 2022:**

9.1 b) Paid Holidays

Paid holiday pay will be paid in accordance with The Saskatchewan Employment Act. The following shall be observed as holidays with pay and any additional day(s) identified by the Board:

New Year's Day

Thanksgiving Day

Family Day

Remembrance Day

Good Friday

Louis Riel Day (only if it falls on a business day)

Victoria Day

Christmas Day

Labour Day

The Government of Canada established a new paid, public holiday for federally regulated workplaces called the National Day for Truth and Reconciliation. This day is observed on September 30. Most CUPE locals are governed by provincial laws and therefore the federal holiday does not apply to them. In this case, CUPE locals should negotiate this day as a public holiday to acknowledge the harms of colonization and the residential school system in Canada. For more

language on this holiday, see [Bargaining Language for the National Day for Truth and Reconciliation](#).

- **From the collective agreement between Indigenous Women’s Healing Centre Inc. and the Canadian Union of Public Employees Local 2348, June 1, 2019 – May 31 2021:**

18.01 The Employer and the Union recognize the following as paid holidays:

<i>New Year’s Day</i>	<i>Jour de Louis Riel Day</i>
<i>Good Friday</i>	<i>Easter Monday</i>
<i>Victoria Day</i>	<i>Aboriginal Day-June 21</i>
<i>Canada Day</i>	<i>Terry Fox Day</i>
<i>Labour Day</i>	<i>Truth and Reconciliation Day-Sept. 30</i>
<i>Thanksgiving Day</i>	<i>Remembrance Day</i>
<i>Christmas Day</i>	<i>Boxing Day</i>

and any other day proclaimed as a holiday by the Federal or Provincial Governments.

In some cases, locals have already achieved language in their collective agreements which recognizes possible future days declared by federal and provincial governments.

- **From the collective agreement between Community Social Services Employers’ Association (CSSEA) and Community Social Services Bargaining Association of Unions (CSSBA), April 1, 2019 – March 31, 2022.**

17.1 Paid Holidays

The Employer recognizes the following as paid holidays:

<i>New Year’s Day</i>	<i>British Columbia Day</i>
<i>Family Day</i>	<i>Labour Day</i>
<i>Good Friday</i>	<i>Thanksgiving Day</i>
<i>Easter Monday</i>	<i>Remembrance Day</i>
<i>Victoria Day</i>	<i>Christmas Day</i>
<i>Canada Day</i>	<i>Boxing Day</i>

Any other holiday proclaimed by the federal or provincial governments will also be a paid holiday.

Employees shall be entitled to National Indigenous Peoples Day in lieu of Easter Monday and/or Boxing Day if their worksite is open.

There are some collective agreements that have language which gives the power of declaring a holiday to the Band Council. The language acknowledges the sovereignty of a Band Council to declare holidays on their own lands.

- **From the collective agreement between Mohawk Council of Akwesasne and the Canadian Union of Public Employees Local 5458, April 1, 2021 – March 31, 2024:**

24.01 The following are days recognized as Statutory Paid Holidays under this Agreement and entitlement and payment shall be in accordance with the terms and conditions of the Canada Labour Code, as amended:

<i>New Year Day</i>	<i>Good Friday</i>	<i>Victoria Day</i>
<i>Canada Day</i>	<i>Labour Day</i>	<i>Remembrance Day</i>
<i>Canadian Thanksgiving</i>	<i>Christmas Day</i>	<i>National Aboriginal Day</i>
<i>Boxing Day</i>		

24.02 Employees working on the Statutory Holidays listed above shall be paid two and one-half (2.5) times the regular straight time pay, commencing from twelve (12) midnight within the twenty-four (24) hour period of the Statutory Paid Holiday.

24.03 A Full-Time employee whose day of rest falls on a Statutory Holiday will be compensated at the regular straight time rate of pay for the total number of hours in their normal shift scheduled.

24.04 (a) Holidays coinciding with a Saturday are observed on the preceding Friday. Those coinciding with a Sunday are observed on the following Monday.

(b) Where an Employer's rest day falls on the Monday or Friday to be observed as a Holiday, the employee shall be compensated at straight time.

24.05 (a) The following are days recognized as Council Designated Holidays under this Agreement:

Jake Fire Day Civic Holiday Family Day Easter Monday

(b) An employee whose day of rest falls on a Council Designated Holiday, will be remunerated at the regular straight time rate, for the total number of hours worked in their normal shift.

(c) Employees who work on a Council Designated Holiday shall be paid one and one half (1 1/2) times their regular straight time hourly rate of pay for all hours worked on the Council Designated Holiday.

Other collective agreements include language that allow any staff to celebrate National Indigenous Peoples Day as part of their dedication to reconciliation and in acknowledging the Indigenous territories. This is important because National Indigenous Peoples Day is not a provincially or federally recognized holiday, so it is up to unions to include this language in the collective agreement.

- **From the collective agreement between United Way of the Lower Mainland and the Canadian Union of Public Employees Local 1760, May 1, 2018 – April 30, 2020:**

21.05 Cultural Holidays

In recognition of the organization's commitment to multiculturalism, and recognizing the cultural diversity amongst the staff, the Employer agrees that:

a) Staff who want to celebrate different cultural holidays than already outlined in this agreement, can request to work all or part of the period during Christmas and New Year.

In recognition of the Employer's commitment to its Statement of Reconciliation and in recognition of the traditional land of Indigenous peoples on which the Employer conducts its operations, this clause will apply to any staff who want to celebrate National Indigenous Peoples Day.

b) Staff making this request, shall work in their regular positions during this time period and will not be considered part of the reduced workforce as outlined in clause 21.01.

c) Compensation for working during this time shall be on a day for day basis.

d) Requests to work during this period must be made in writing to the Department Head, stating how many days will be worked and which cultural days will be taken off in lieu no later than March 31st of each year.

e) Requests shall not be unreasonably denied.

12 | HOURS OF WORK AND PAYMENT OF WAGES

There are many Indigenous workers or workplaces located in rural or remote areas that require travel to the place of employment. These workers should not be penalized for not being able to get to the workplace because of hazardous travel conditions. Additionally, a travel benefit can be offered for travel to and from a workplace that is rural or remote. These provisions make work more reachable for Indigenous workers.

- **From the collective agreement between Board of Education of School District No. 50 (Haida Gwaii) and the Canadian Union of Public Employees Local 2020, July 1, 2019 – June 30 2022:**

15.12 Hazardous Road Conditions/Road Closures – On-Island

An employee who is delayed in coming to work due to hazardous road conditions (including road closure) or has been advised not to report or who is sent home, shall not suffer loss of earnings for the day(s). In the event that a staff member is unable to report to their school that is open, that staff member will endeavour to report to the nearest school. Employees travelling on the ferry

between Skidegate Landing and Alliford Bay are covered by this Article. When an employee reports to an alternate work site they shall be assigned duties within their regular classification.

15.13 Hazardous Road Conditions/Road Closures – Off-Island

An employee who is off Island for approved career development or medical leave and is delayed returning to work due to hazardous road conditions (including road closure, flight and ferry delays and cancellations), shall not suffer loss of earnings for a maximum of five (5) days, inclusive of approved medical leave. The earnings for the additional days for the delay shall be deducted from the employee's accumulated sick leave for employees away for medical reasons.

22.12 Off-Island Travel Allowance

The Employer shall pay an off-island travel allowance equivalent to four hundred dollars (\$400.00) per month to all regular employees during the months in which they receive wages. This amount will be deducted from gross earnings and credited to the employee as a travel benefit.

22.13 Off-Island Travel Benefit

Effective January 1, 2002, the Employer shall pay an Off-Island Travel Benefit of twenty-five dollars (\$25.00) per month, pro-rated for part-time employees.

[The agreed to costing shall not exceed point seventy-eight per cent (.78%) of the salaries based on salaries at January 1, 2002].

13 | INDIGENOUS PENSION PLAN

Some CUPE locals in Quebec contribute to a defined benefit pension plan, known as the [Native Benefits Plan \(NBP\)](#), which involves 86 employers, including Band Councils, Tribal Councils and other community organizations. The plan has more than 5000 members and approximately \$500 million under management, which makes it the largest First Nations defined benefits pension plan in Canada. Provisions pertaining to participation in this plan appear in the collective agreement.

- **From the collective agreement between the Council of the Nation Anishnabe of Lac Simon and the Canadian Union of Public Employees Local 5153, April 1, 2015 – December 31, 2016:**

ARTICLE 25 PENSION PLAN

The Council shall maintain in force for the entire duration of the collective agreement all currently applicable provisions concerning the pension plan (Native Benefits Plan (NBP). The plan cannot be amended without the agreement of both parties.

Employees must join the pension plan. The employer is required to disclose group insurance information to employees as soon as they become eligible for the plan. (translation)

- **From the collective agreement between the Huronne-Wendat Nation Council and the Canadian Union of Public Employees Local 4613, April 1, 2020 – March 31, 2025:**

ARTICLE 26 PENSION PLAN

26.01 All employees eligible as per the rules of the Native Benefits Plan (NBP) shall benefit from the plan in accordance with applicable rules.

All eligible regular employees who have completed their probationary period as per article 4.01 (q) must join the plan.

The plan cannot be amended without the agreement of both parties, and the costs of the plan shall be adjusted in accordance with the agreements that have been reached.

26.02 The employer and employee contributions are covered in the NBP Regulations.

26.03 On request, the employer shall provide the union with a copy of the NBP Regulations along with any amendments or any relevant documents. (translation)

14 | INCLUDING ELDERS AT GRIEVANCES AND OTHER MEETINGS WITH THE EMPLOYER

The grievance process and meetings with the employer can be challenging for our members. Indigenous members may experience culturally-based miscommunications and conflicts within that context. This is why it is important that Indigenous members have access to processes that reflect their values. Indigenous employees may prefer that an Indigenous Elder be present in the grievance process or in meetings related to matters regarding Indigenous employees. This is because Indigenous Elders are knowledge holders that are highly respected and often sought out for their advice in important matters.

In addition, many Indigenous communities have processes of conflict resolution that are based on their worldviews, and it is important to take this into consideration within grievance procedures and meetings. These clauses should be developed with guidance by Indigenous people to ensure that they are accurate and appropriate. For how to work with Indigenous Elders, please see [Walking the Talk: A practical guide to reconciliation for CUPE locals.](#)

It is also important to note that Indigenous workers experience workplace racism and this is a serious health and safety issue. Racism should be considered a factor throughout the complaint process and grievance hearings, much like racism

against Black, and Indigenous people is considered in the justice system. These processes should always be informed with an anti-racism and trauma-informed lens.

- **From the collective agreement between Eatonia Oasis Living and the Canadian Union of Public Employees Local 4174, April 1, 2020 – March 31, 2021:**

Elders

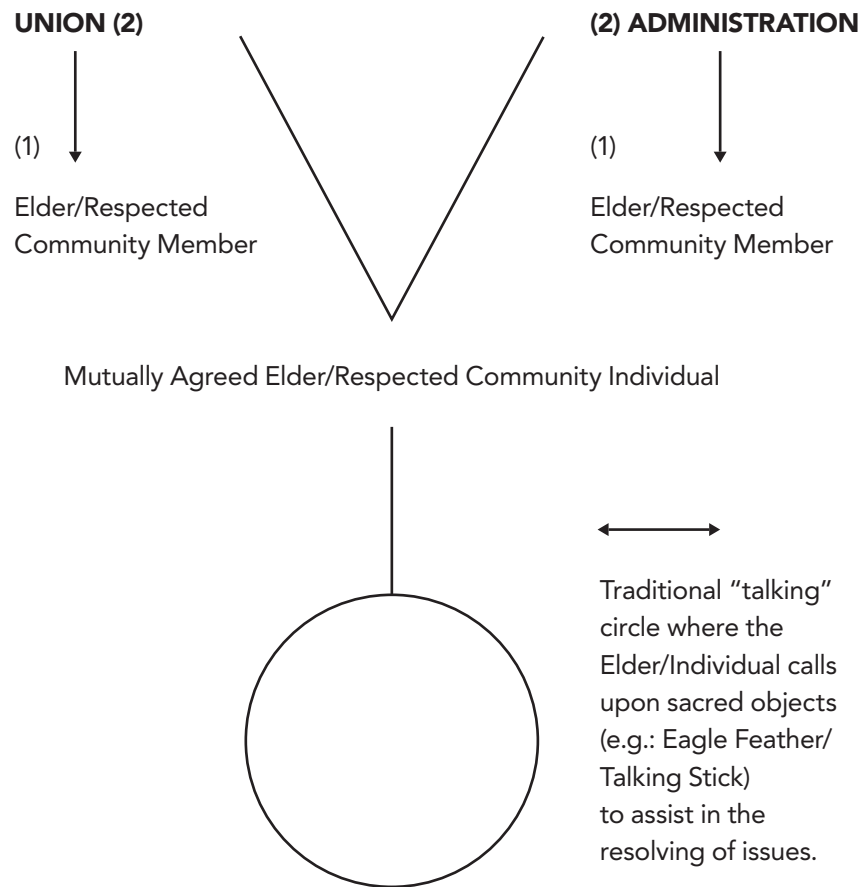
At the request of the employee, an Elder will be present when dealing with issues affecting Aboriginal employees.

- **From the collective agreement between Anduhyaun Inc. and the Canadian Union of Public Employees Local 4232, September 16, 2016 – August 31, 2020:**

7.03 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 "B" 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.

Schedule "B"
Traditional Aboriginal Dispute Resolution





CUPE