

CUPE NATIONAL EQUALITY BRANCH

**COLLECTIVE AGREEMENT LANGUAGE
RESPONDING TO THE NEEDS OF
ABORIGINAL MEMBERS**

- I. PREAMBLE**
- II. NON-DISCRIMINATION CLAUSE**
- III. AFFIRMATIVE ACTION, EMPLOYMENT EQUITY, OR REPRESENTATIVE WORKFORCE CLAUSES**
- IV. CULTURAL SENSITIVITY TRAINING CLAUSE**
- V. IN-SERVICE TRAINING**
- VI. GRIEVANCE PROCEDURE CLAUSE**
- VII. DISCIPLINE AND DISCHARGE CLAUSE**
- VIII. LEAVE OF ABSENCE CLAUSES**
 - A. BEREAVEMENT LEAVE**
 - B. SICK LEAVE WHEN FAMILY MEMBER ILL**
 - C. LEAVE FOR VOTING IN BAND ELECTIONS OR REFERENDUM;
LEAVE FOR PUBLIC DUTIES**
 - D. LEAVE FOR CULTURAL EVENTS**
 - E. LEAVE FOR MATERNITY**
- IX. PAID HOLIDAYS CLAUSE**
- X. USE OF ABORIGINAL LANGUAGE IN THE WORKPLACE CLAUSE**
- XI. HIRING AND PROMOTION CLAUSE**
- XII. ANTI-HARASSMENT AND CODES OF ETHICS CLAUSES**
- XIII. HEALTH AND SAFETY CLAUSES**
- XIV. PENSION AND BENEFIT CLAUSES**

I. **PREAMBLE:**

- **From the Collective Agreement between First Nations University of Canada and The Canadian Union of Public Employees Local 1975, October 1, 2004 – September 30, 2007:**

“Working Agreement

The parties to this Collective Agreement (herein after referred to as” the Agreement”) recognize that the First Nations University of Canada (formerly known as the Saskatchewan Indian Federated College and hereinafter referred to as” the University”) is a unique, First Nations-controlled educational institution whose objectives include service to First Nations communities and the promotion, preservation, protection and interpretation of First Nations histories, languages, cultures and artistic heritages using First Nations and non-First Nations ways of knowing and understanding. As well, the University is founded upon and operates with the guidance and blessing of First Nations Elders.

The University embodies the values and aspirations of First Nations people to achieve education of quality within a uniquely First Nations environment. The University seeks to promote, for all members of the University family, the development of spirit, body, mind and sense of community.

The parties to this Agreement agree to work together toward these goals, to promote harmonious relations and to settle misunderstandings and disagreements peacefully in the spirit of the traditional First Nations values of tolerance, humility, mutual respect and sharing.”
and

“Terms and Conditions

This Agreement sets forth the terms and conditions governing the University employees represented by the Canadian Union of Public Employees (CUPE) (hereinafter referred to as the "Union") and covered by the certification order of October 8, 1996 and is binding upon the parties signing it. Both parties agree to:

- a) *affirm the principle of First Nations jurisdiction over the University;*

and

- b) *support and encourage the rights of First Nations to exercise their inherent right to govern their own affairs.”*

- **From the Collective Agreement between School District No. 92 (Nisga'a) and The Canadian Union of Public Employees Local 2298 (Nisga'a), July 1, 1997 - June 30, 2003:**

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 Lisims Government 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 maintain and improve harmonious relations and settled conditions of employment between the Band, as represented by the elected Chief and Council, and its employees, as represented by the Union;*
- (2) *to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions and conditions of employment between the Band and its employees;*
- (3) *to encourage efficiency in operations; and*
- (4) *to promote the morale, well-being and security of all employees in the bargaining unit of the Union”.*

II. NON-DISCRIMINATION CLAUSES

- **From the Collective Agreement between Kitselas Band Council and The Canadian Union of Public Employees Local 3770, September 1, 2000 - December 31, 2005:**

“4.01 Employer Shall Not Discriminate

(b) The parties agree that the Employer may preferentially hire Band members but that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of Band membership or Indian status.”

- **From the Collective Agreement between Lax Kw'Alaams Indian Band and The Canadian Union of Public Employees Local 2365, April 1, 1996 - March 31, 1998:**

“4.01 Band Shall Not Discriminate

(b) The parties agree that the Band may preferentially hire Band members but that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of Band membership or Indian status.”

III. AFFIRMATIVE ACTION, EMPLOYMENT EQUITY, OR REPRESENTATIVE WORKFORCE CLAUSES

- The principle behind an affirmative action, employment equity, or 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 of employment.

With respect to Aboriginal workers, that means that a province which has an Aboriginal population that is 13% of the total, for example should have at least 13% Aboriginal workers in its workforce, spread throughout all levels of the workforce.

- **Sample contract language that has been suggested by CUPE staff includes the following:**

“The parties agree to the principle of a representative workforce for Aboriginal workers. The parties agree to form a Joint Committee to develop, implement, monitor and evaluate pro-active initiatives designed to achieve a service in which Aboriginal Peoples are presented in all occupations, and in all levels, based on their proportion in the provincial working age population.

All new employees entering the workforce, shall be hired from the recognized target group until such time as the membership reflects the representation of the workforce. The hiring qualifications shall be based upon a combination of education, experience and ability to perform work.”

“The parties agree to the principle of a Representative Workforce for Aboriginal Workers. The parties agree to form a Joint Committee to develop, implement, monitor and evaluate proactive initiatives designed to achieve a public service in which Aboriginal people are represented in all occupations and in all levels based upon their proportion in the provincial working age population.

A focused approach to this strategy includes the following. For such an initiative to be successfully negotiated by the parties to a collective agreement, the program must contain the following elements:

- a) *a strategy for seeking out potential Aboriginal workers, identifying employment opportunities, and encouraging them to apply for those employment opportunities;*
 - b) *a strategy for preparing the workplace to understand the purpose and goals of the program, and to support the new Aboriginal workers who will be entering the workplace;*
 - c) *a strategy for training the Aboriginal workers to insure their success.”*
- **From the Collective Agreement between Regina Friendship Centre Corporation and The Canadian Union of Public Employees Local 4285, April 1, 2002 - March 31, 2005:**

ARTICLE 23 – REPRESENTATIVE WORKFORCE

“23.01 The Regina Friendship Centre and CUPE Local 4285 are committed to the concept of a representative workforce strategy to overcome under-representation in the workforce.

We agree to enhance employment opportunities and equality of treatment for persons of Aboriginal ancestry.

The representative workforce strategy and initiative therein will be consistent with the administration of the collective agreement.”

- **From the collective agreement between The Community Health Services (Saskatoon) Association Limited and The Canadian Union of Public Employees Local 974, January 1, 2001 - December 31, 2003:**

“36.01 All future recruitment and hiring will follow the Affirmative Action Policy until designated affirmative action groups reach numerical proportional representation, in our workplace. The designated affirmative action groups are:

persons with Aboriginal ancestry, persons with disabilities, women, persons from visible minorities.

36.02 Employees hired after June 20, 1996 shall have recognition of seniority limited by the provisions of the Employment Equity Policy for a period of three (3) years from date of hire. After three (3) years, employees hired after June 20, 1996 shall have no limits placed on their seniority. Preference in internal and external hiring will be given to

members of designated affirmative action groups as per the Employment Equity Policy.”

- **From the Collective Agreement between First Nations University of Canada and The Canadian Union of Public Employees Local 1975, October 1, 2004 – September 30, 2007:**

“Employment Equity

The parties agree that there are legitimate reasons why the emphasis on employment and training opportunities for Canadian First Nations people is necessary to ensure a strong First Nations presence within the CUPE Bargaining Unit at the University

*.
The parties recognize the employment equity exemption granted the University by the Human Rights Commission and agree that hiring consistent with this exemption does not contravene the Collective Agreement. When recruiting new employees, the University shall ensure that all advertisements reflect the University’s commitment to the hiring of Canadian First Nations and employment equity.”*

- **From the Collective Agreement between Qu’Appelle Valley Friendship Centre and The Canadian Union of Public Employees Local 4372, January 1, 2006 - December 31, 2008:**

“The Qu'Appelle Valley Friendship Centre and CUPE Local 4372 are committed to the concept of a representative workforce strategy to overcome under-representation in the workforce.

Both parties agree to enhance employment opportunities and equality of treatment for persons of Aboriginal ancestry.”

- **The Bargaining Equality document published by the Equality Branch lists the following locals with similar language:**

- a) *York University and CUPE 3903*
- b) *Nelson House and The Canadian Union of Public Employees and Local 3851 - January 1, 2002 - December 31, 2002*

- **From the Collective Agreement between City of Winnipeg and The Canadian Union of Public Employees Local 500, December 29, 2002 - December 30, 2005:**

“The City and the Union agree to cooperate in creating a diverse workforce that is inclusive of all employees.

The objectives of the Program are:

(a) to ensure that current and future employment systems are non-discriminatory;

(b) to redress disparities in the City’s present workforce distribution; thus pursuing a workforce composition which reflects workforce availability of designated group members in the City of Winnipeg; including the active recruitment and hiring of designated group members;

(c) to prepare the organization for the increasing role designated group members will play in the workforce. To this end, the parties agree to work cooperatively in a Joint Committee with equal representation of CUPE and the City to pursue the above objectives. The mandate of the Committee as contained in the document entitled “Joint Equity and Diversity Committee Terms of Reference” dated November 18, 1997 is hereby incorporated by reference into this Letter of Understanding.”

- **From the Collective Agreement between Yorkton Friendship Centre and The Canadian Union of Public Employees Local 4538, July 31, 2002 - December 31, 2004:**

“24.01 The Yorkton Friendship Centre and CUPE Local 4538 are committed to the concept of a representative workforce strategy to overcome under-representation in the workforce.

We agree to enhance employment opportunities and equality of treatment for persons of Aboriginal ancestry.

The representative workforce strategy and initiative therein will be consistent with the administration of the collective agreement.”

- **From the Collective Agreement between The Canadian Union of Public Employees and Saskatchewan Association of Health Organizations, April 1, 2004 – March 31, 2008 and The Canadian Union of Public Employees Local 3404 and Fort Qu’Appelle Indian Hospital Inc., April 1, 2002 – March 31, 2005:**

“23.05 Representative Workforce

Preamble

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.

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.”

IV. CULTURAL SENSITIVITY TRAINING CLAUSE

- **Sample contract language that has been suggested by CUPE staff is as follows:**

“The parties agree that, in order to increase cross-cultural understanding and harmonious, cooperative relationships among all workers, supervisory staff and management, that all employees will receive a minimum of one-half day of cultural sensitivity training, such training to be taken during the employees paid workday, and provided by the Employer at its expense.

The cultural sensitivity training will be provided by an external professional, and the contents of the training will be determined only after the Union has had an opportunity to provide meaningful input into the process”

- **From the Collective Agreement between The Canadian Union of Public Employees and Saskatchewan Association of Health Organizations, April 1, 2004 – March 31, 2008 and The Canadian Union of Public Employees Local 3404 and Fort Qu’Appelle Indian Hospital Inc., April 1, 2002 – March 31, 2005:**

“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.”

V. IN-SERVICE TRAINING

- **From the Collective Agreement between Anduhyaun Inc. and The Canadian Union of Public Employees 4232, September 1, 2000 - August 31, 2002:**

“Training and Professional Development

In-service training courses shall be a standing agenda item for discussion at Labour-Management Committee meetings. It is agreed that attendance at courses provided by the Employer shall be considered work time and paid at the employee's applicable rate. The Employer will provide necessary tuition or registration fees, transportation, accommodation and meal expenses to employees who are required to attend training courses at locations outside Toronto.”

- **From the Collective Agreement between First Nations University of Canada and The Canadian Union of Public Employees Local 1975, October 1, 2004 – September 30, 2007:**

“Financial Assistance

A CUPE member may apply for financial assistance from the First Nations University to participate in approved development opportunities; however, any employee who qualifies for educational assistance on the basis of Aboriginal ancestry, is required to pursue such funding first.

Pending approval of band or Metis funding, an employee shall make application for funding before June 1st of each year, and a written decision by the employer to the individual shall be rendered by July 15th of each year.

Such written application to the First Nations University shall include a concise budget for approval and must be submitted to the Human Resources Department, along with the written recommendation and justification of the employee's supervising Dean, Director or equivalent. Normally, the maximum assistance is reimbursement of registration fees and/or tuition, and assistance with book purchases and travel. Financial assistance with accommodations may or may not be considered by the First Nations University.”

- **From the Collective Agreement between Canadian Union of Public Employees and Saskatchewan Association of Health Organization, April 1, 2004 – March 31, 2008 and The Canadian Union of Public Employees Local 3404 and Fort Qu’Appelle Indian Hospital Inc., April 1, 2002 – March 31, 2005:**

“In-Service Training

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

- **From the Collective Agreement between Kitselas Band Council and The Canadian Union of Public Employees Local 3770, September 1, 2000 - December 31, 2005:**

“Attendance at Workshop

(a) Time spent in workshops and in service training courses required or requested by the Band Manager or designate, shall be considered as time worked if such workshops or courses are held during regular working hours. An employee attending such workshops and courses shall be entitled to compensation for overtime, as outlined in article 19.02. In the event that an employee attends a workshop or course on Saturday, Sunday or a statutory holiday, the employee shall be entitled to equivalent leave of absence on a straight-time basis without loss of pay and benefits. Compensation for overtime shall apply, as outlined in article 19.02. Upon making a written request to the Band Manager or designate, the leave shall be taken at a time mutually agreeable to the employee and the Band Manager or designate.

(b) When the Band Manager approves an employee’s written request to attend workshops, training courses, etc., the approval shall set out particulars of everything covered and/or paid by Council such as wages, overtime, travel expenses, hotels, per diems, etc.”

- **From the Collective Agreement between Nelson House and The Canadian Union of Public Employees Local 3851, January 1, 2002 - December 31, 2002:**

“... providing training to Nelson House employees which will sensitize and educate employees in regards to identifying and confronting their own bias and the bias of others.”

- **From the Collective Agreement between Payukotayno: James and Hudson Bay Family Services and The Canadian Union of Public Employees Local 4313, Expiry Date: March 31, 2007**

“Education on the Job

The Employer shall allow the Union to sponsor education functions such as seminars, workshops, lectures, and regular monthly meetings to be

held on the Employer's premises during the employees' lunch period or following the regular working day, provided the premises are available and such meetings do not interfere with the orderly operation of the Employer. The Union shall obtain permission from the Employer prior to such functions."

VI. GRIEVANCE PROCEDURE CLAUSE

- Where the parties to the collective agreement do not have a long history of Unionization, or of cooperative labour relations, they may want to negotiate a grievance procedure that utilizes a quicker and more informal method of resolving their disputes than the traditional grievance/arbitration system. An Alternative dispute resolution mechanism to the traditional grievance procedure found in most collective agreements, is found in the collective agreement between the Hospital Employees Union and the Health Services and Support Facilities Subsector Bargaining Association, April 1, 2006 – March 31, 2009.

That mechanism contemplates a 3-tier system for dealing with grievances as follows:

- a) Industry Troubleshooter – this person, named in the collective agreement, makes written recommendations on how to resolve the dispute within 5 days of being contacted.

The decision is neither binding nor precedent – setting but, in fact, resolves many “bread and butter” issues.

- b) Expedited Arbitrator – this person named in the collective agreement has authority over certain kinds of dispute listed in the contract. No lawyers are used. The decision is binding but not precedent setting.
- c) “Regular Arbitrator” – this person agreed upon by the parties, has all the usual authorities granted to a labour arbitrator under the labour legislation.

The specific wording is as follows:

“9.09 Industry Troubleshooter

9.09.01 Issues Referred to Troubleshooter

Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the terms of the

Collective Agreement, such differences may be referred to an Industry Troubleshooter.

9.09.02 Roster

It is understood that the Industry Troubleshooters named below (or substitutes agreed to by the parties) shall be appointed on a rotating basis commencing with the first Troubleshooter named:

*S.F.D. Kelleher, Q.C.
H.A. Hope, Q.C.
H. Laing
J. McEwen
J. Korbin
V.L. Ready.*

In the event that parties are unable to agree on an Industry Troubleshooter within a period of thirty (30) calendar days from the date this Collective Agreement is signed, either party may apply to the Minister of Labour for the Province of British Columbia to appoint such person.

9.09.03 Roles/Responsibilities of Troubleshooter

At the request of either party, the Troubleshooter shall:

- a) investigate the difference;*
- b) define the issue in the difference; and*
- c) make written recommendations to resolve the difference.*

Within five (5) calendar days of the date of receipt of the request and for those five (5) calendar days from that date, time does not run in respect of the grievance procedure.

9.09.03 Agreed-to Statement of Facts

The parties will endeavour to reach an agreed-to statement of facts prior to the hearing.

Article 10 – Expedited Arbitration

10.01 Roster

It is understood that the expedited arbitrators named below shall be appointed on a rotating basis, commencing with the first expedited arbitrator named:

*S.F.D. Kelleher, Q.C.
J. Gordon
H.A. Hope, Q.C.
H. Laing
D. Munroe, Q.C.
J. McEwen*

J. Korbin
V.L. Ready

10.02 Expedited Arbitrations

All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:

1. *dismissals;*
2. *rejection on probation;*
3. *suspensions in excess of ten (10) work days;*
4. *policy grievances;*
5. *grievances requiring substantial interpretation of a provision of the collective agreement;*
6. *grievances relating to employment security and matters arising from the report and recommendations of the Industrial Inquiry Commissioner (except where specified otherwise);*
7. *grievances requiring presentation of extrinsic evidence;*
8. *grievances where a party intends to raise a preliminary objection;*
9. *matters arising from the maintenance agreement and classification manual;*
10. *grievances arising from duty to accommodate.*

By mutual agreement of the parties, a grievance falling into any of these categories may be resolved by expedited arbitration.

10.02.02 Expedited Schedule

Those grievances agreed to be suitable for expedited arbitration shall be scheduled to be heard on the next available expedited arbitration date. Expedited arbitration dates shall be agreed to by the parties and shall be scheduled monthly or as otherwise mutually agreed to by the parties.

10.02.03 Location of Hearing

The location of the hearing is to be agreed to by the parties but will be at a location central to the geographic area in which the dispute arose.

10.02.04 Process

As the process is intended to be non-legal, outside lawyers will not be retained to represent either party.

10.02.05 Agreed-to Statement of Facts

The parties will endeavour to reach an agreed-to statement of facts prior to the hearing.

10.02.06 Procedure

All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.

10.02.07 Mediation Assistance

Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance.

Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.

10.02.08 Issuance of Report

The decision of the arbitrator is to be completed on the agreed-to form and mailed to the parties within three (3) working days of the hearing.

10.02.09 Status of Report

All decisions of the arbitrators are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.

All settlements of proposed expedited arbitration cases made prior to hearing shall be without prejudice.

10.02.10 Fees

The parties shall equally share the costs of the fees and expenses of the arbitrator.

10.02.11 Authority of Arbitrator

The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 11 excepting Article 11.04.

It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.

Any suspension for alleged cause that is not dealt with under this Section shall be referred immediately to Article 9.06 for resolution.

10.02.12 Quarterly Review

A representative of HEABC and the Association will meet quarterly to review the expedited arbitration process and scheduling of hearing dates.

Article 11 – Arbitration

11.01 Composition of Board

Should the Committee on Labour Relations, the Union Committee, and the senior official of the Union fail to settle any difference, grievance, or dispute whatsoever arising between the Employer and the Union, or the Employees concerned, such difference, grievance or dispute, including any question as to whether any matter is arbitrable, but excluding re-negotiation of the Agreement shall, at the instance of either party, be referred to the

arbitration, determination and award of an Arbitration Board of three (3) members. Such Board shall be deemed to be a Board of Arbitration within the meaning of the Labour Code of British Columbia.

One (1) member is to be appointed by the Committee on Labour Relations, one (1) by the Union, and the third 3rd), who shall be the Chairperson of the Arbitration Board, by the two (2) thus appointed or, failing such appointment within two (2) weeks after either party has given notice to the other requiring that such appointment be made, the Chairperson of the Arbitration Board shall be appointed on a rotating basis under the provisions of Article 11.

A list shall be maintained by HEABC and the Union from which arbitrators shall be drawn in sequence commencing with the first (1st) arbitrator named below. The rotation shall be administered on an industry basis without regard to the facility in which the grievance originates.

*D.R. Munroe, Q.C.
J. Gordon
S.F.D. Kelleher, Q.C.
J. Korbin
H. Laing
D. McPhillips
J. McEwen
H.A. Hope, Q.C.
M. Jackson, Q.C.
J.E. Dorsey
V.L. Ready*

The parties, by mutual agreement, may amend the list of arbitrators at any time.

The decision of the said arbitrators, or any two (2) of them, made in writing in regard to any difference or differences, shall be final and binding upon the Employer, the Union, and the employees concerned.

11.02 Dismissal/Suspension

If the dismissal or suspension of an employee for alleged cause is not settled at Step Three of the grievance procedure, such grievance shall be referred to the arbitration, determination and award of an Arbitration Board of one (1) matter.

The parties agree to make every effort to have the matter heard by an arbitrator within two (2) months of the referral to arbitration using one of the arbitrators named below:

*J. Gordon
J.E. Dorsey
H.A. Hope, Q.C.*

M. Jackson, Q.C.
S.F.D. Kelleher, Q.C.
J. Korbin
H. Laing
J. McEwen
D.C. McPhillips
D.R. Munroe, Q.C.
V.L. Ready

The arbitrator shall schedule a hearing within seven (7) calendar days of his/her appointment.

The arbitrator shall hear and determine the dispute and issue a verbal or a written decision within seven (7) calendar days of the conclusion of the hearing.

The decision of the arbitrator shall be final and binding upon the parties. Upon receipt of the decision, either party may request written reasons for the decision.

The parties agree that the time limits for appeal under the Labour Relations Code of B.C. shall commence with the issuance of written reasons for the decision.

The arbitrator shall have the same powers and authority as an Arbitration Board established under the provisions of Article 11 excepting Article 11.04.

11.03 Authority of Arbitration Board

The Arbitration Board shall have the powers to settle the terms of the question to be arbitrated.

11.04 Time Limit for Decision of Arbitration Board

A Board of Arbitration established under this article of the Collective Agreement shall have twenty (20) calendar days to render a decision with respect to the question to be arbitrated unless this time limit is extended by mutual agreement between the parties.

11.05 Employee Called as a Witness

The Employer shall grant leave without loss of pay to an employee called as a witness by an Arbitration Board and, where operational requirements permit, leave without loss of pay to an employee called as a witness by the Union, provided the dispute involves the Employer.

11.06 Arbitration Board Hearings

Where operational requirements permit, the Employer shall grant leave without loss of pay to a reasonable number of employees representing the Union before an Arbitration Board, provided the dispute involves the Employer.

11.07 Expense of Arbitration Board

Each party shall bear the expenses of the arbitrator appointed by such party, and shall pay half of the expenses of the Chairperson and of the stenographic and other expenses of the Board, unless paid by the Labour Relations Board of the Province of British Columbia.

11.08 Reinstatement of Employees

If the Arbitration Board finds that an employee has been laid off contrary to the provisions of the Collective Agreement, or unjustly suspended or discharged, that an employee shall be reinstated by the Employer and the Board may order that his/her reinstatement be without loss of pay and/or with all his/her rights, benefits and privileges which he/she would have enjoyed if the layoff, suspension or discharge had not taken place.

- **From the Collective Agreement between First Nations University of Canada and The Canadian Union of Public Employees Local 1975, October 1, 2004 – September 30, 2007:**

“Selection of the Chair

The parties shall endeavour to agree on a Chair within twenty-one (21) working days of the grievance being submitted for arbitration. In the event of their failure to agree, either party may notify the Chair of the Saskatchewan Indian Personnel Commission, who shall select by lot a Chair from a list of names agreed by the parties. Once appointed, the Chair shall invite a First Nations University Elder to act as her/his advisor. The Elder shall guide the processes along traditional First Nations methods of conflict resolution.”

- **Sample contract language that has been suggested by CUPE staff and which creates a roster of Aboriginal mediator/facilitator, is as follows:**

- “1. The Union and the Employer will agree upon a list of Aboriginal mediators/facilitators to use as a neutral third party to assist the parties in resolving their outstanding grievances. The parties may agree to use persons from the list of Aboriginal mediators/facilitators or other Aboriginal individuals as are mutually agreed upon.*
- 2. Once agreement is reached as to which individual to use as a mediator/facilitator, that individual will be phoned by either the Employer or the Union, and arrangements made for that individual to come to the community and meet with the parties, for the purpose of assisting the parties in finding resolutions to the outstanding grievance or grievances.*
- 3. It is agreed that the individual so employed will have all the legal powers and authority of a labour arbitrator under the applicable labour legislation. Should there be any procedural questions that*

arise, it shall be within the power of the Aboriginal mediator/facilitator to make any necessary decisions regarding those matters.

4. *In the event that the Aboriginal mediator/facilitator concludes that he or she is unable to move the parties forward a resolution of any particular grievance, the parties may, by consent, ask the mediator/facilitator to render a final and binding decision, or may revert back to the traditional grievance procedure contained in the collective agreement to resolve the dispute.”*

VII. DISCIPLINE AND DISCHARGE CLAUSE

Where the parties want to negotiate an alternative community-based method of disciplining employees, they may wish to negotiate this contract language, suggested by CUPE staff.

- **Sample contract language that has been suggested by CUPE staff is as follows:**

“Where it is recognized by the Employer and the Union that discipline should be used to assist employees when the employee breaches accepted rules of behaviour,

and where it is recognized by the Employer and the Union that all employees and the Employer have an interest in the observance of accepted rules of behaviour in the workplace,

the parties hereby agree as follows:

- a) *When an employee is accused of committing a breach of the accepted rules of behaviour, that employee may request that discipline be determined by a discipline circle comprised of an equal number of Union and Employer designates.*
- b) *Before an employee can avail himself or herself of a discipline circle, he or she must agree that he or she has breached an accepted rule of behaviour.*
- c) *A discipline circle will be comprised equally of Union and Employer delegates. Persons in attendance at the discipline circle shall include the employee’s direct supervisor, representatives of those employees who work closely with the employee, and a representative of the community.*
- d) *If the employee is from a minority group, the Employer and the Union shall endeavour to have in attendance at the discipline circle people from the same ethnic, cultural, national or gender background as the employee.*
- e) *The parties shall abide by any decision regarding discipline agreed to by the discipline circle.*
- f) *The discipline circle’s decision must be unanimous.”*

- **From the Collective Agreement between The Canadian Union of Public Employees and Saskatchewan Association of Health Organizations, April 1, 2004 – March 31, 2008 and The Canadian Union of Public Employees Local 3404 and Fort Qu’Appelle Indian Hospital Inc., April 1, 2002 – March 31, 2005:**

“Elders

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

VIII. LEAVE OF ABSENCE CLAUSES

A. BEREAVEMENT LEAVE

- **From the Collective Agreement between School District No. 92 (Nisga’a) and The Canadian Union of Public Employees Local 2298 (Nisga’a), July 1, 1997 - June 30, 2003:**

“15.04 Compassionate Leave

Upon request, the Board shall grant an employee three (3) days leave of absence without loss of pay at the death of a parent, spouse, child(ren), brother, sister, brother-in-law, sister-in-law, grandparents, grandchildren, mother-in-law, father-in-law, aunt, uncle, nephew or niece.

The Board shall grant an employee an additional two (2) days leave of absence without loss of pay for travel purposes on the following basis:

- employed in Kincolith and when travel is beyond Prince Rupert;*
- employed in Greenville or Aiyansh and when travel is beyond Terrace;*
- these additional days shall not be paid when travel is to another community within School District 92 (Nisga’a).*

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

T’il Luulak’ Leave

“An employee who has been appointed to be the T’il Luulak’ by the grieving family may be granted leave up to five (5) days, without pay, to carry out those responsibilities.”

Xtsihlniinak'amskw Leave

"An employee who has to attend a Wo'om pdeekhl with her husband to Xtsihlniinak'amskw may be granted one half (1/2) day off without pay to fulfill her responsibilities."

Appointment to Administer Burial Responsibilities

"Where a tribal family appoints a person employed by the Board 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 schedule over five (5) days must have Board approval."

- **From the Collective Agreement between Kitselas Band Council and Canadian Union of Public Employees Local 3770, September 1, 2000 - December 31, 2005:**

24.07 Paid Bereavement Leave

- (a) *Upon making a written request to the Band Manager, or his designate, an employee shall be granted a maximum of up to five (5) regularly scheduled work days leave without loss of pay or benefits, in the case of the death of a member of his immediate family or extended family member including in-laws. Immediate family means mother, father, husband, wife, common-law spouse, in-laws, common-law in-laws, sister, brother, or children of the wife or husband, and includes adoption by Tribal custom.*
- (b) *Cultural Responsibilities - Bereavement*
Where established cultural practices provide for ceremonial or other responsibilities, an employee shall apply to the Band Manager or designate for appropriate time off without loss of pay and benefits. For example, this leave may be used for, but not limited to:
 - i) *Tribal Feast*
 - ii) *Headstone Moving*
 - iii) *Settlement Feasts*
 - iv) *Special Family, Clan, and/or Tribal requests.*
- (c) *When travel is required, the employee shall be granted up to three (3) additional, regularly scheduled workdays' leave, without loss of pay or benefits.*
- (d) *An employee may take up to one (1) day of his entitlement after the funeral."*

24.08 Mourner's Leave

- (a) *Mourner's Leave*
Upon making a written request to the Band Manager or his designate, an employee shall be granted leave without loss of pay and benefits to actively participate in a funeral.
 - (b) *Band Member's Funeral*
Out of respect for the grieving family, the Band Manager may close the Band office for the funeral. If the office is closed, employees shall not lose pay or benefits."
- **From the Collective Agreement between Lax Kw'alaams Indian Band and The Canadian Union of Public Employees Local 2365, April 1, 1996 - March 31, 1998:**

23.07 Paid Bereavement Leave

- (a) *Upon making a written request to the Band Administrator, or his designate, an employee shall be granted a minimum of three (3) regularly scheduled consecutive work days leave without loss of pay or benefits, in the case of the death of a member of his immediate family or extended family member including in-laws.*
- (b) *When travel is required, the employee shall be granted up to two (2) additional regularly scheduled workdays' leave, without loss of pay or benefits.*
- (c) *An employee may take up to one (1) day of his entitlement after the funeral."*

23.08 Mourner's Leave

- (a) *Mourner's Leave*
Upon making a written request to the Band Administrator or his designate, an employee shall be granted leave without loss of pay and benefits to actively participate in a funeral.
- (b) *Band Member Funeral*
In the event of a funeral being held at Port Simpson for a band member, all employees who attend the funeral shall do so without loss of pay or benefits, with the condition that the employee returns to work thereafter."

- **From the Collective Agreement between School District No. 92 (Nisga'a) and The Canadian Union of Public Employees Local 2298 (Nisga'a), July 1, 1997 - June 30, 2003:**

“Appointment to Administer Burial Responsibilities

Where a tribal family appoints a person employed the Board 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 schedule over five (5) days must have Board approval.”

- **From the Collective Agreement between Payukotayno: James and Hudson Bay Family Services and The Canadian Union of Public Employees Local 4313, Expiry Date: March 31, 2007:**

“15.01 Bereavement Leave

(a) In the event of the death of a permanent employee's parent, present spouse, common-law spouse, child or foster child, provided the employee has completed her probationary period, said employee shall be granted a leave of absence without loss of pay, seniority and benefits of up to a minimum of five (5) consecutive calendar days upon proper notification of her immediate supervisor. “Child” shall mean any child that the employee is parenting.”

B. SICK LEAVE WHEN FAMILY MEMBER ILL

- **Sample contract language that has been suggested by CUPE staff is as follows:**

“The parties agree that, upon written request to the Employer, an employee shall be granted an unpaid leave of absence for the purpose of providing care for a family member who is ill and in reasonable need of such care.

For the purposes of this leave, “family members” shall include mother, father, mother-in-law, father-in-law, grandmother, grandfather, child (including foster children, step children, adopted children, and children adopted according to band custom).”

C. LEAVE FOR VOTING IN OR PARTICIPATING IN BAND ELECTIONS OR REFERENDUMS; LEAVE FOR PUBLIC DUTIES

- **From the Collective Agreement between Kitselas Band Council and The Canadian Union of Public Employees Local 3770, September 1, 2000 - December 31, 2005:**

“24.14 Time Off for Elections

An employee shall be granted four (4) consecutive hours off with pay before the closing of the polls in any federal, provincial, municipal or Band election or referendum at which the employee is eligible to vote. For example, if the polls close at 8:00 pm the workday shall end at 4:00 pm.”

- **From the Collective Agreement between Lax Kw'alaams Indian Band and The Canadian Union of Public Employees Local 2365, April 1, 1996 - March 31, 1998:**

“An employee shall be granted four (4) consecutive hours off with pay before the closing of the polls in any federal, provincial, municipal or Band election or referendum at which the employee is eligible to vote.”

- **From the Collective Agreement between School District No. 92 (Nisga'a) and The Canadian Union of Public Employees Local 2298 (Nisga'a), July 1, 1997 - June 30, 2003:**

“An employee who is required or requested to attend the Nisga'a Tribal Convention as a representative of his or her village or the Union shall be granted leave of absence without pay, provided application is made to the Board in advance. A maximum of two (2) employees shall be granted such leave at the same time.”

- **From the Collective Agreement between First Nations University of Canada and The Canadian Union of Public Employees Local 1975, October 1, 2004 – September 30, 2007:**

“Leave for Band Elections

Employees who are, or become eligible to vote in an Indian Nation election shall be granted one (1) day's leave with pay on the day of the election.”

- **From the Collective Agreement between Lax Kw'alaams Indian Band and The Canadian Union of Public Employees Local 2365, April 1, 1996 - March 31, 1998:**

“15.05 Cultural Leave

An employee who is required or requested to attend the Nisga'a Lisims Special Assembly as a representative of his or her village or the Union shall be granted leave of absence without pay provided application is made to the Board in advance. A maximum of two (2) employees shall be granted such leave at the same time.

Leave of Absence for Full-Time or Public Duties:

- a) *The Band recognizes the right of an employee to participate in public affairs. Upon making a written request to the Band Administrator or his designate an employee shall be granted leave of absence without pay but without loss of benefits and seniority so that the employee may be a candidate in federal, provincial, Band or municipal elections.*
- b) *Upon making a written request to the Band Administrator or his designate, an employee who is elected to a federal, provincial or municipal office shall be granted leave of absence without pay and benefits, but without loss of seniority, during his term of office.*
- c) *An employee who is elected as a member of the Lax Kw'Alaams Band Council shall take mandatory leave of absence without pay and benefits but without loss of seniority during his term of office. The employee shall cease to be a member of the Union during such leave of absence.*
- d) *Upon the Union making a written request to the Band Administrator or his designate, an employee who is elected or selected for a full-time position with the Union or with any body with which the Union is affiliated, shall be granted leave of absence without pay and benefits, but without loss of seniority, for a period of one (1) year. Such leave shall be renewed each year, on request by the Union, during his term of office."*

D. LEAVE FOR CULTURAL EVENTS

- **From the Collective Agreement between Lax Kw'alaams Indian Band and The Canadian Union of Public Employees Local 2365, April 1, 1996 - March 31, 1998:**

"15.05 Cultural Leave

An employee who is required or requested to attend the Nisga'a Lisims Special Assembly as a representative of his or her village or the Union shall be granted leave of absence without pay provided application is made to the Board in advance. A maximum of two (2) employees shall be granted such leave at the same time."

- **From the Collective Agreement between Yorkton Friendship Centre and The Canadian Union of Public Employees Local 4538, July 31, 2002 -December 31, 2004:**

"Wakes/Funerals/Closures

All employees shall receive the day(s) off with pay when the public and others use the facilities for funerals/wakes."

- **From the Collective Agreement between First Nations University of Canada and The Canadian Union of Public Employees Local 1975, October 1, 2004 – September 30, 2007:**

“Personal Leave

An employee is entitled to a leave of absence with pay to a maximum of two (2) working days during the year to accommodate the following:

working at the University’s convocations, pow wows or conferences;

accepting a certificate/diploma/bachelor’s degree.

Leave for Traditional Ceremonies

Upon written notice to the appropriate supervising Dean, Director or equivalent, an employee may be granted up to seven (7) working days with pay for the purpose of participating in traditional First Nations ceremonies. Such leaves will not be unreasonably denied. The employee member shall make every effort to give the longest possible notice of such leaves.

Religious Holidays:

The University will attempt to accommodate the interests of employees in observation of their religious holidays.

Leave to Seek Nomination or Election

Upon written request to the Dean, Director or equivalent, the University shall grant an employee leave of absence without pay to seek nomination as a candidate and to be a candidate in a municipal, provincial, federal, First Nations or Metis government.”

- **From the Collective Agreement between The Canadian Union of Public Employees and Saskatchewan Association of Health Organizations, April 1, 2004 – March 31, 2008 and The Canadian Union of Public Employees Local 3404 and Fort Qu’Appelle Indian Hospital Inc., April 1, 2002 – March 31, 2005:**

“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.”

E. LEAVE FOR MATERNITY

- **From the Collective Agreement between First Nations University of Canada and The Canadian Union of Public Employees Local 1975, October 1, 2004 – September 30, 2007:**

“Maternity/Adoption/Parental Leave or Child in Care Under 18 Months:

Service Requirements for Maternity/Adoption/Parental Leave/Child in Care.

An employee shall qualify for maternity/adoption/parental leave (leave of absence without pay) after successful completion of the probationary period.

The University shall not deny a pregnant employee the right to continue employment during her pregnancy provided she can supply a medical certificate as to her fitness to do so, if so requested.

Length of Maternity/Adoption/Parental Leave/ Child in Care:

Maternity/adoption/parental leave shall cover a period of up to fifty-two weeks in total and may be taken at the employee's discretion before and/or after the birth or adoption of a child. The leave shall normally be taken within fifty-two weeks of the birth or adoption of the child.

Supplementary Employment Benefits:

*Provided they are in receipt of HRDC Employment Insurance Benefits, women on maternity leave, or an employee who has declared to **the Human Resource Department** that the employee is the primary caregiver of the child, will receive the difference between Employment Insurance Benefits received from Human Resources Development Canada and ninety-five percent of the member's salary, chargeable to the employee's accumulated sick leave benefits, while on leave for a maximum of fifteen weeks, subject to the condition that the member's earnings (from employment insurance, earnings, and any other source) cannot exceed one hundred percent (100%) of pre-leave earnings.*

The employee's accumulated sick leave and vacation leave at the time the leave commences shall be retained to the employee's credit. Benefits will be in accordance with Article 23.

Seniority Status During Maternity/Adoption/Parental Leave/ Child in Care:

The employee shall continue to earn seniority during the leave.

Procedures Upon Return from Maternity/Adoption/Parental Leave/ Child in Care:

When an employee decides to return to work after leave, the employee shall provide the University with at least two (2) weeks notice. On return from maternity/adoption/parental leave, the employee shall be placed in the employee's former position, classification and salary, subject to any general increases. The employee's increment dates will be set back by the total of any maternity/adoption/parental leave in excess of 52 weeks.”

IX. PAID HOLIDAY CLAUSE

- **The following collective agreements recognize Aboriginal Day, as a paid holiday.**
 - a) School District No. 92 (Nisga'a) and The Canadian Union of Public Employees Local 2298 (Nisga'a), July 1, 1997 - June 30, 2003
called "Aboriginal Solidarity Day"
 - c) Qu'Appelle Valley Friendship Centre and The Canadian Union of Public Employees Local 4372, January 1, 2006 - December 31, 2008
Aboriginal Veterans' Day - In addition, June 21st (Aboriginal Day) shall be at straight time and time off shall be by mutual agreement.
 - c) Lax Kw'alaams Indian Band and The Canadian Union of Public Employees Local 2365, April 1, 1996 - March 31, 1998
Called "Indian Solidarity Day"
 - d) Lax Kw'alaams Indian Band and The Canadian Union of Public Employees Local 2365, April 1, 1996 - March 31, 1998
Called "Indian Solidarity Day"
 - e) Kitselas Band Council and Canadian Union of Public Employees Local 3770, September 1, 2000 - December 31, 2005
Called "Aboriginal Solidarity Day"
 - f) Anduhyaun Inc. and The Canadian Union of Public Employees Local 4232, September 1, 2000 - August 31, 2002
Called "First Nations Day"
 - g) First Nations University of Canada and The Canadian Union of Public Employees Local 1975, October 1, 2004 – September 30, 2007
Called "National Aboriginal Day"
 - h) Regina Friendship Centre Corporation and The Canadian Union of Public Employees Local 4285, April 1, 2002 - March 31, 2005
Called "National Aboriginal Day"
 - i) Payukotayno: James and Hudson Bay Family Services and The Canadian Union of Public Employees Local 4313, Expiry Date: March 31, 2007
Called "Aboriginal Day"

- j) Yorkton Friendship Centre and The Canadian Union of Public Employees, Local 4538, July 31, 2002 - December 31, 2004
Called "Aboriginal Day" and also "Louis Riel Day"
 - k) The Board of Education of the Ile-a -LA Crosse School Division No. 112 and The Canadian Union of Public Employees Local 4607, January 1, 2004 - December 31, 2006
Called "Louis Riel Day (only if it falls on a business day)"
- **Some collective agreements recognize the right of the Band Council to declare a paid holiday. This includes:**
 - a) School District No. 92 (Nisga'a) and The Canadian Union of Public Employees Local 2298 (Nisga'a), July 1, 1997 - June 30, 2003
 - b) Kitselas Band Council and Canadian Union of Public Employees Local 3770, September 1, 2000 -December 31, 2005
 - **One collective agreement recognize Treaty Day and Indian Government day as a paid holiday**
 - a) First Nations University of Canada and CUPE Local 1975, October 1, 2004 – September 30, 2007:Treaty Day (on the treaty day of the employee's band) and also another called "Indian Government Day"
 - **From the Collective Agreement between Nelson House and The Canadian Union of Public Employees Local 3851, January 1, 2002 - December 31, 2002:**

"Nelson House recognizes ten (10) statutory holidays per year:*

<i>New Year's Day</i>	<i>Victoria Day</i>	<i>Thanksgiving Day</i>
<i>Good Friday</i>	<i>Canada Day</i>	<i>Christmas Day</i>
<i>Easter Monday</i>	<i>Civic Holiday</i>	<i>Boxing Day</i>
<i>Labour Day</i>		

**When an employee wishes to observe a religious day which is other than those listed above, she will be given the opportunity to substitute one for the other. As an option, she may choose to take her own religious day without pay. Such arrangement will be discussed with and documented by the Executive Coordinator in advance.*

Employees are eligible for full Statutory Holidays from the date of initial employment."

X. USE OF ABORIGINAL LANGUAGES IN THE WORKPLACE CLAUSE

- Aboriginal members and employers may wish to negotiate language which allows, even encourages, the use of Aboriginal language in the workplace.

Sample contract language that has been suggested by CUPE staff is as follows:

“The parties recognize the right of all workers to converse with each other in an Aboriginal language, unless use of their language interferes with the ability of another worker to perform his or her duties.”

- **From the Collective Agreement between First Nations University of Canada and The Canadian Union of Public Employees Local 1975, October 1, 2004 – September 30, 2007:**

“Bilingual Bonus

An employee shall receive a bilingual bonus of four (4) percent per month providing the position requires, on a frequent and continuing basis, fluency in speaking, reading or writing in a language other than English, and the position is designated a bilingual position by the Human Resource Department.

Employees may apply in writing to the Human Resources Department, with a copy to the employee’s supervisor, requesting a bilingual designation. Detailed justification supporting the request must be included.”

- **The Bargaining Equality document published by the Equality Branch lists the following Locals with Aboriginal language.**

a) York University and CUPE 3903

XI. TARGETED HIRING CLAUSES

- **From the collective agreement between The Community Health Services (Saskatoon) Association Limited and The Canadian Union of Public Employees Local 974, January 1, 2001 - December 31, 2003:**

“The parties agree to designate three permanent positions to Aboriginal People, one receptionist and two registered nurses, based on the following:

The present employees in these positions shall not be required to vacate them now or in the future unless they agree to leave.

When the referenced positions become vacant, the employer shall post according to the collective agreement. The posting will clearly identify that the position is for Aboriginal applicants at this time.

When an internal candidate is not available, then the employer shall advertise externally for an Aboriginal candidate.

In case of all positions, if an external posting does not generate an Aboriginal candidate, then the employer shall:

Post internally for a temporary position of up to one year's duration with the provision that if, during his term, an Aboriginal candidate is hired, any employee temporarily assigned to the position will be given two months notice to vacate it. If there is no internal qualified candidate, then an external candidate can be recruited and temporarily hired in the position for up to one year. This carries a provision that if an Aboriginal candidate is hired, any employee temporarily assigned to the position will be given two months notice to vacate it. During this time, active recruitment for a qualified Aboriginal candidate will occur. Active recruitment will mean recruitment two to three times per year, in keeping with the affirmative action program until an Aboriginal candidate is found. If one is not found, procedures as above will be applied and, if a qualified Aboriginal candidate is found, they shall be hired as soon as they are available."

XII. ANTI-HARASSMENT CLAUSES AND CODES OF ETHICS CLAUSE

- **From the Collective Agreement between First Nations University of Canada and The Canadian Union of Public Employees Local 1975, October 1, 2004 – September 30, 2007:**

"Commitment

The University is committed to maintaining a mutually agreed-upon policy that will prohibit harassment and ensures that all members of the University's community have the right to participate equally in activities at the University without fear of harassment, and providing an environment which affirms and promotes First Nations cultures and values, and the dignity of human beings of diverse backgrounds and needs.

The parties agree that, along with the agreed upon "Promoting Positive Human Relations: Policy to Prevent Harassment & Discrimination" (approval date November 19, 2001 – SCHEDULE B), CUPE members shall be given the opportunity to grieve after the appeal processes laid out in SCHEDULE B."

- **From the Collective Agreement between Kitselas Band Council and The Canadian Union of Public Employees Local 3770, September 1, 2000 - December 31, 2005:**

“Council Members Cannot Be Employees

An employee who runs for Council and is elected will become a “confidential exclusion” for the duration of his/her term of office as a Chief or Councillor. For the purpose of this Article, “confidential exclusion” means an employee will retain all benefits of the collective agreement, including ongoing seniority, but will not participate on the Union Executive and will remove themselves from Council decisions with respect to establishing labour/management negotiation mandates and decisions of Council regarding approval of new collective agreements or amendments to existing collective agreements. In all dealings with other employee members of the Union, the employee will respect the Management Board structure and the chain of command.”

- **From the Collective Agreement between First Nations University of Canada and The Canadian Union of Public Employees Local 1975, October 1, 2004 – September 30, 2007:**

“1. PREAMBLE:

The Saskatchewan Indian Federated College (SIFC) is committed to providing an environment that affirms and promotes First Nations cultures and values, and the dignity of human beings of diverse backgrounds and needs. The policy prohibiting harassment ensures that all members of the SIFC community—its Elders, students, staff, and faculty—have the right to participate equally in activities at the SIFC without the fear of harassment or discrimination. This right carries with it the expectation that all members of the SIFC community will conduct themselves in an appropriate and responsible manner, with due respect and regard for the rights of others. No member of the SIFC community shall cause or participate in discrimination against or harassment of another person.

2. POLICY:

With this policy statement the Saskatchewan Indian Federated College declares that it will neither tolerate nor condone any form of harassment or discrimination as defined in this document. Every reasonable and practicable effort will be made to see that no member of the SIFC community is subjected to harassment or discrimination in the SIFC environment. The SIFC, exercising due diligence, will act promptly, in a fair and unbiased manner, to investigate any reports of harassment or discrimination and take appropriate action when either is substantiated. Harassment and discrimination violate the rights of individuals and negatively affect the SIFC as a whole. Action taken to stop harassment and discrimination that has occurred will include a wide range of disciplinary measures, up to and including dismissal or expulsion.

3. SCOPE

The SIFC recognizes the fundamental importance of academic freedom, individual rights and natural justice. Nothing in this policy is to be interpreted in a way that will infringe upon academic freedom, or upon conduct between persons that is based upon mutual consent, or that will serve as a proscription of responsible human interaction. This policy is not to be interpreted, administered, or applied in such a way as to detract from the rights and obligations of those in supervisory or instructional roles to provide feedback on the performance of their employees or students in order to fulfill their responsibilities to manage, instruct, and discipline.

This policy applies to all Elders, faculty, staff, and students of the SIFC while on SIFC grounds or while performing duties for the SIFC. Contractors are required to conform to this policy as part of their contractual agreement.

Volunteers and visitors to the SIFC are expected to meet all obligations of this policy as a condition of free access to SIFC property.

An incident that involves the SIFC or SIFC-related events may be considered to be harassment or discrimination under the terms of this policy whether or not it occurs on campus and whether or not it occurs during normal working hours. Co-op programs, internships, practice, and field placements are included within the scope of this policy.

Two key pieces of legislation define the illegality of harassing or discriminatory behaviour: the 1979 Saskatchewan Human Rights Code and Regulations (as amended from time to time), and the Occupational Health and Safety Act and Regulations (1996). For further detail, readers should consult the original legislation.

All complaints must and will be taken seriously. The rights of all persons will be respected. All members of the SIFC community should use the procedures outlined in this policy to address incidents of alleged

harassment or discrimination. Nevertheless, individuals have the right to refer their concerns to the SIFC Occupational Health and Safety Committee, Saskatchewan Labour—Occupational Health and Safety Division, the Human Rights Commission, the police, or may exercise any other legal rights under law. Members of bargaining units may use the appropriate grievance procedure as an alternative to the procedures described in this policy, but are encouraged to use this policy first. Nothing in this policy will limit or amend the provisions of any collective agreement.”

- **From the Collective Agreement between Lax Kw'alaams Indian Band and The Canadian Union of Public Employees Local 2365, April 1, 1996 - March 31, 1998:**

“ The Code of Ethics reads as follows:

- *Be on the job promptly everyday unless there is a valid reason for your absence.*
- *Carry out the duties of your position honestly, conscientiously and loyally.*
- *Be prompt, courteous and temperate while performing your duties.*
- *Use your initiative to find ways of doing your work more efficiently and economically.*
- *Follow instructions attentively and co-operate with your supervisor.*
- *Administrate and where necessary interpret and explain the policies of your Council.*
- *Recommend within your sphere of responsibility, changes of policy, which you believe appropriate.*
- *Conduct yourself on duty and in public in a manner that will bring credit to yourself and your Council.*
- *Do not engage in public criticism of the Band Council in general, nor the Administration, nor the approved Council policies.*
- *Use information obtained on the job for indeed purpose, not for your own interests or those of other persons.*
- *Give out official information only when publication has been authorized.*
- *Use equipment, property or supplies, which are owned or rented by the Council for authorized persons only.*
- *Refuse any fees, gifts or other tangibles offered to you in reward for duties performed by virtue of your appointment.*
- *You may accept an additional office or position outside the Administration, unless:*
 - a) it conflicts with the duties of your position within Council administration.*
 - b) it brings discredit upon the (name) Band Council.*

- c) *it causes you to exploit for personal gain other employees or acquaintances made through Council employment.*
- d) *it requires you to make unauthorized use of information, property or facilities belonging to the Band Council.*

The terms of employment are not limited to these Code of Ethics.”

- **The Bargaining Equality document published by the Equality Branch lists the following locals with codes of ethics/anti-racism language.**
 - a) Nova Scotia Health Organizations and CUPE Local 4150
 - b) York University and CUPE 3903

XIII HEALTH AND SAFETY CLAUSES

- **The Bargaining Equality document published by the Equality Branch lists the following locals with health and safety language.**
 - a) Central Interior Family Foundation, BC and CUPE Local 3499
 - b) Recreation Workers' Unit, City of Toronto and CUPE Local 79
- **From the Collective Agreement between Kitselas Band Council and The Canadian Union of Public Employees Local 3770, September 1, 2000 - December 31, 2005:**

“Workplace Violence

(a) Definition of Violence: Any incident in which an employee is abused, threatened or assaulted during the course of his employment. This includes the application of force, threats with or without weapons, severe verbal abuse and sexual and racial harassment.”

XIV PENSION AND BENEFIT CLAUSES

- **The Bargaining Equality document published by the Equality Branch lists the following Locals with pension and benefit language.**
 - a) City of Burnaby and CUPE Local 23

- **From the Collective Agreement between Kitselas Band Council and The Canadian Union of Public Employees Local 3770, September 1, 2000 - December 31, 2005:**

“PENSION PLAN

The Parties agree to establish a pension plan for eligible employees of the Kitselas First Nation. The plan would be selected by the employees from among at least two options, one of which being the CUPE Multi-Sector Pension Plan. The employer will commit to match employee contributions to a maximum of 5% of employee earnings. This Letter of Understanding is subject to agreement by Kitselas’ two principal funding partners, Indian and Northern Affairs Canada and Health Canada. The Parties acknowledge that due to funding cycles, the pension plan will take effect April, 2005 at the earliest.”

- **From the Collective Agreement between Qu’Appelle Valley Friendship Centre and The Canadian Union of Public Employees Local 4372, January 1, 2006 - December 31, 2008:**

“The Employer shall maintain benefits for all eligible positions (which receive sufficient funding for benefits) subject to an annual review. The premium shall be paid by way of the following formula - 60% employer/40% employee - and shall encompass:

*An established pension plan or RRSP
Life Insurance
Short & Long Term Disability
Accidental Death & Dismemberment
Enhanced Medical
Dental Coverage”*

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