

United Steelworkers
Bargaining Guide For

Advancing Indigenous Rights



USW Bargaining Guide for Advancing Indigenous Rights

Collective bargaining can be a powerful tool for change, and is the main way the USW represents our members.

We represent workers of First Nations, Inuit, and Métis ancestry in many workplaces across Canada. The Steelworkers' commitment to represent and support Indigenous members and their communities is part of our commitment to a democratic, inclusive, and diverse union that builds power and creates a bright future for us all.

The USW urges all USW local unions and bargaining committees to take special care to communicate with Indigenous members to clarify if they have demands or suggestions for collective agreement provisions reflecting Indigenous rights or practices that might be addressed in the bargaining process. Based on that feedback the USW urges bargaining committees to develop and propose specific provisions supporting Indigenous employment, accommodation, and inclusion.

Many USW locals and bargaining units have already negotiated these kinds of provisions. This guide contains examples of contract language from USW and other collective agreements which aim to advance the rights of Indigenous workers and their communities.

How to use this guide:

1. This guide contains sample language organized by subject. In some cases, more than one example addressing the same issue is included. This is so you have some choices, or can “mix and match” to create language best suited to your workplace.
2. Staff and bargaining committees are encouraged to propose language that advances the rights of Indigenous workers and communities. Best of all is to meet with, and consider the wishes of, Indigenous members of the bargaining unit when deciding which proposals are priorities.

3. The process of bargaining is important, and local unions are encouraged to make sure that bargaining committees reflect the diversity of the bargaining unit's membership. We need to find ways to ensure Indigenous members are engaged.
4. Source documents are available on request so that you can review a provision in the context of the entire collective agreement.

“The USW prefers to use the term “Indigenous” to refer collectively to the first peoples of this land, because that is the term used by first peoples themselves when it isn't possible to use the name of a specific nation (e.g., Cree, Innu, Métis, Inuit, etc.). Many of the examples quoted in this guide still use the term “Aboriginal” or “Native”. Wherever possible, we have added “[Indigenous]” in square brackets to indicate our preferred language. If you propose one of these examples in your next round of collective bargaining, we encourage you to propose the updated wording.”

This guide is a work in progress. Please send us provisions you have already bargained that we have overlooked. And when you succeed in bargaining new provisions, let us know that, too. Send your language (and requests for source documents) to:

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1. Statutory Requirements

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| <p><i>Canada Labour Code</i>, RSC 1985, c L-2 (Federal)</p> | <p>Leave for Traditional Aboriginal [Indigenous] Practices</p> <p>206.8 (1) Every employee who is an Aboriginal [Indigenous] person and who has completed three consecutive months of continuous employment with an employer is entitled to and shall be granted a leave of absence from employment of up to five days in every calendar year, in order to enable the employee to engage in traditional Aboriginal [Indigenous] practices, including</p> <ul style="list-style-type: none">(a) hunting;(b) fishing;(c) harvesting; and(d) any practice prescribed by regulation. <p>Division of leave</p> <p>(2) The leave of absence may be taken in one or more periods. The employer may require that each period of leave be not less than one day's duration.</p> <p>Documentation Documents</p> <p>(3) The employer may, in writing and no later than 15 days after an employee's return to work, request the employee to provide documentation that shows the employee as an Aboriginal [Indigenous] person. The employee shall provide that documentation only if it is reasonably practicable for him or her to obtain and provide it.</p> <p>Definition of Aboriginal [Indigenous]</p> <p>(4) For the purposes of this section, Aboriginal [Indigenous] means Indian, Inuit or Métis.</p> |
| <p><i>Employment Standards Act</i>, SNWT 2007, c 13 (Northwest Territories)</p> | <p>Holiday with pay</p> <p>22. (1) Subject to this Part, an employee is entitled to a holiday with pay for each of the following holidays, whether it falls on a day of work or not:</p> <ul style="list-style-type: none">(a) New Year's Day;(b) Good Friday;(c) Victoria Day; |

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| | <ul style="list-style-type: none">(d) National Aboriginal Day [National Indigenous Peoples Day];(e) Canada Day;(f) the first Monday in August;(g) Labour Day;(h) Thanksgiving Day;(i) Remembrance Day;(j) Christmas Day. |
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2. Recognition of June 21 (National Indigenous Peoples Day) as a paid holiday and other Indigenous Related Holidays

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| <p>Laborador Catering Limited Partnership and USW, Local 9508;</p> <p>Ushitau Maintenance Limited and USW, Local 9508;</p> <p>Vale Newfoundland and Labrador Limited and USW, Local 9508;</p> <p>Torngait Services Inc and USW, Local 9508</p> | <p><u>Holidays</u></p> <p>16.01 The following days are recognized as holidays:</p> <ul style="list-style-type: none"> • New Year's Day; • Good Friday; • Family Day; • Victoria Day; • National Aboriginal Day [National Indigenous Peoples Day]; • Canada Day; • Civic Holiday (first Monday in August); • Labour Day; • Thanksgiving Day; • Remembrance Day; • Christmas Day; • Boxing Day |
| <p>London Public Library Board and Canadian Union of Public Employees (CUPE), Local 217;</p> <p>Corporation of the City of London and Canadian Union of Public Employees (CUPE), Local 107</p> | <p><u>Paid Holidays</u></p> <p>11.01 The Employer agrees to recognize the following:</p> <p>Employees who do not observe the religious holidays proclaimed by the provincial government and require absence from work for the purpose of religious observance may receive a day off with pay at their regular rate of pay for each of the religious holidays proclaimed. The day received for the religious holidays proclaimed must be identified by the Province of Ontario's "Schedule of Religious Holidays Requiring Absence from Work for Observance". In addition, and without limiting the generality of the foregoing, for Aboriginal [Indigenous] employees, the Winter Solstice (December 21) and the National Day of Solidarity for Native Peoples [National Indigenous Peoples Day] (June 21) are deemed to be religious</p> |

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| | <p>holidays requiring absence from work. The employee has the following options:</p> <ol style="list-style-type: none"> 1) The employee may use one of the two available floating holidays (lieu day for Remembrance Day or Floating Board Day), or banked time (by way of clarification this does not include sick leave credits including FE time) for the religious holiday. 2) The Supervisor and employee may agree upon a modified work schedule which accommodates the holiday within a pay period, notwithstanding Article 10. i.e. Works another day within the pay period not otherwise scheduled for the employee. Agreement shall not be unreasonably withheld. <p>Approval will be granted except in cases where it is not operationally practical to do so. An employee making use of this provision shall not be required to work on any of his or her declared holidays unless there is an emergency or the employee consents, upon request. When the religious holiday falls on a Saturday or Sunday, accommodation for the religious holiday is necessary only if these days fall upon a scheduled work day.</p> <p>The Employer will endeavor to notify employees of the proposed hours of operation between Christmas Eve Day and New Year’s Eve Day by May 1st of each year.</p> |
| <p>UFCW, Local 832 and La Portage La Prairie Friendship Centre- Manitoba</p> | <p>The following days shall be considered holidays for which regular full-time employees shall suffer no reduction in pay on account of the closing of the Employer’s business:</p> <ul style="list-style-type: none"> • New Year’s Day; • Louis Riel Day; • Aboriginal Justice Awareness Day (Last Friday in Feb.); • Good Friday; • Easter Monday; • Victoria Day; • Canada Day; • Aboriginal Day [National Indigenous Peoples Day] (June 21st); |

- Local Aboriginal Day (Friday prior to the August Civic holiday);
- Civic Holiday (First Monday in August);
- Labour Day;
- Thanksgiving Day;
- Aboriginal Veterans Day (Nov 8th);
- Remembrance Day (Nov 11th);
- Christmas Day;
- Boxing Day

3. Employer-paid cultural diversity training for all employees, jointly presented by the USW including, where applicable, orientation on the proper role of union, and on the relationship between collective agreement and any Impact Benefit Agreement

Note: we could find few specific provisions for Indigenous cultural diversity training. The following is primarily language for diversity training specifically and collective agreement language recognizing Impact Benefit Agreements and other collateral agreements.

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| <p>CUPE and Saskatchewan Association of Health Organizations; CUPE, Local 3404 and Fort Qu'Appelle Indian Hospital Inc.</p> | <p>Workplace Preparation</p> <p>The parties agree to implement educational opportunities for all Employees to deal with misconceptions and dispel myths about Aboriginal [Indigenous] 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.</p> |
| <p>Sanofi Pasteur Limited and Communications, Energy and Paperworkers Union Local 1701 2009-2012</p> | <p>6.12 The Company will include compulsory human rights/diversity training in its required orientation for new employees. This training will be co-instructed by a member of the Union Executive.</p> |
| <p>Family Services, Hamilton and Ontario Public Service Employees Union, Local 216</p> | <p><u>Letter of Understanding (Re: Diversity Training)</u></p> <p>The Employer agrees to provide Diversity Training to all Employees in the Agency.</p> |

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| <p>Unknown</p> | <p>1.02 Raglan Agreement</p> <p>The Union and the Employer acknowledge the full importance of the Raglan Agreement regarding the recognition of the rights of the Inuit community and the compliance with the conditions stipulated therein.</p> <p>Therefore, the conditions set forth in the Collective Agreement shall, at no time, be construed as running counter to the Raglan Agreement. In the event of any litigation, the Raglan Agreement shall have priority. If a new Raglan Agreement is executed, this new agreement shall not contain working conditions that are less than those already provided for in this Collective Agreement.</p> <p>The English language version of the Raglan Agreement shall be the officially recognized document.</p> <p>13.07 Raglan Agreement with the Inuit Community</p> <p>Notwithstanding the foregoing articles, the Raglan Agreement negotiated as of the date of execution of this Agreement shall have priority and shall be complied with by the Employer.</p> |
| <p>Torngait Services Inc and USW, Local 9508;</p> <p>Vale Newfoundland and Labrador Limited and USW Local 9508;</p> <p>Ushitau Maintenance Limited and USW Local, 9508;</p> <p>Labrador Catering Limited Partnership and USW, Local 9508</p> | <p>1.04 IBAs</p> <p>The Employer is party to Impacts and Benefits Agreements (the "IBAs") with, respectively, the Nunatsiuvut Government, formerly Labrador Inuit Association (hereinafter referred to as "Labrador Inuit") and the Innu Nation (hereinafter referred to as "Labrador Innu"). Edited versions of the IBAs have been disclosed to the Union. The parties agree that the versions of the IBAs, as disclosed to the Union, shall be given precedence over this Agreement.</p> <p>The IBAs do not limit either the Union's authority as bargaining agent for all employees in the bargaining unit covered by this Agreement, or the authority of an arbitrator appointed under this Agreement or governing legislation. The Union retains the right to file grievances and pursue them to arbitration in accordance with this Collective Agreement</p> <p>The IBAs with Labrador Inuit and Labrador Innu do not form part of this Collective Agreement.</p> |

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| | <p>The Employer shall save the Union harmless from any lawsuits, applications, or claims of any kind arising from the Employer's application or interpretation of the IBAs provided that the Union does not take any position that is contrary to the IBAs in any lawsuits, applications, or claims of any kind.</p> |
| <p>Canadian Royalties Inc. and USW Local 9519</p> | <p>ARTICLE 1 – PURPOSE AND NUNAVIK NICKEL AGREEMENT</p> <p>1.1 Purpose of the Collective Agreement</p> <p>It is the purpose and intention of the parties hereto to maintain and foster the good relations that exist between the Employer and its employees, to respect the laws and regulations, to promote the interests of the Employer and its employees through mutual respect in a harmonized approach in order to encourage the settlement between the parties of any grievances in a prompt manner and as fairly as possible, to prevent strikes and lockouts, to establish working conditions and ensure the best possible efficiency in the Employer’s operations, while at the same time ensuring the highest possible level of safety for employees.</p> <p>1.2 Nunavik Nickel Agreement</p> <p>The Union and the Employer fully recognize the importance of the Nunavik Nickel Agreement within the framework of the company’s operations in Quebec’s Far North and also for the recognition of the Inuit community’s rights and respect for the conditions it contains.</p> <p>To this effect, the Union and the Employer agree that the conditions listed in the Collective Agreement may not at any time be construed to be contrary to the Nunavik Nickel Agreement. In the event of a dispute in this regard, the conditions stipulated in the Nunavik Nickel Agreement shall prevail. Should a new Nunavik Nickel Agreement be concluded, such new agreement may not set working conditions that are less favourable than the ones already provided in the Collective Agreement.</p> |

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| <p>Xstrata Nickel – Raglan Mine and USW Local 9449</p> | <p>ARTICLE 1 – GENERAL PURPOSE</p> <p>1.02 Raglan Agreement</p> <p>The Union and the Employer fully recognize the importance of the Raglan Agreement for the recognition of the Inuit community’s rights and respect for the conditions it contains.</p> <p>That is why the conditions provided in the Collective Agreement may not at any time be construed to be contrary to the Raglan Agreement. In the event of a dispute, the Raglan Agreement shall take precedence. Should a new Raglan Agreement be concluded, such new agreement may not set working conditions that are less favourable than the ones already provided in this Collective Agreement.</p> <p>LETTER OF INTENT 2 - Air Inuit Flights</p> <p>It is the Employer’s intent to provide an adequate transportation service by plane for employees residing in the Inuit communities. Furthermore, the Employer commits to provide an adequate transportation service for the residents of the Inuit communities.</p> <p>RAGLAN MINE (SOCIÉTÉ MINIÈRE RAGLAN DU QUÉBEC LTÉE)</p> <hr/> <p>Al Coutts Superintendent General - Operations</p> |
| <p>Glencore Corporation Canada and United Steelworkers, Local 9449</p> | <p>15.04</p> <p>Note: The terms and schedules of the Raglan Agreement will be respected for Inuit worker beneficiaries.</p> |
| <p>Nelson House and CUPE, Local 3851 2002</p> | <p>“... 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.”</p> |

4. Indigenous Liaison to work alongside of stewards and local executive

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| <p>Dilico Anishinabek Family Care and Unifor, Local 7-O-1</p> | <p>SCHEDULE: G</p> <p><u>Elders – Terms of Reference (Article 9 – Step 5)</u></p> <p><u>Qualifications of an Elder</u></p> <ol style="list-style-type: none">1. To qualify as an Elder for the purposes of selection under Article 9, Step 5, a person must be acknowledged as a person of Aboriginal [Indigenous] descent, having qualities that include one or more of the following:<ol style="list-style-type: none">(a) A spiritual leader;(b) A community leader;(c) Expertise or experience in employment or labour relations.2. Individuals will not be eligible for selection as an Elder under Article 9, Step 5 if the individual is:<ol style="list-style-type: none">(a) an employee of the employer;(b) a member of the employer’s Board of Directors;(c) a chief or band council member of any of the employer’s affiliated First Nations;(d) a representative or executive member of the union. <p><u>Selection and Role of the Elders</u></p> <ol style="list-style-type: none">1. Elders will be selected by the employer and the union in accordance with Article 9, Step 5 of the collective agreement and will be listed in Schedule: D of the collective agreement. Employees will have the option of selecting any such Elder, other than an Elder who is related to the employee, to provide wisdom, guidance and assistance in resolving grievances.2. Elders will apply their experience, values and beliefs to facilitate grievances through a non-binding dispute resolution process. |
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| | <p><u>Process</u></p> <ol style="list-style-type: none"> 1. The Elder shall be provided with a copy of the Grievance form and any responses and documents provided during the grievance process. 2. The Elder shall have discretion to select the process to be used and shall inform the employer and the union of that process no less than 30 days in advance of the date set for the meeting with the Elder. 3. The employer and the union will work collaboratively to provide the Elders with training relating to the terms of the Collective Agreement and dispute resolution options. <p><u>Compensation</u></p> <p>The Union and the Employer shall each be responsible for one-half of the following:</p> <ol style="list-style-type: none"> (a) An honorarium in the amount of \$250.00 per half day and \$500.00 per full day, at the option of the Elder; (b) Fees and expenses of the Elder. <p><u>List of Elders:</u></p> <p>The parties agree to update the list of Elders to reflect Elders who have retired or who are no longer available to serve.</p> |
| <p>Waasegiizhig Nanaandawe' Iyewigamig and Ontario Nurses' Association (ONA)</p> | <p><u>Grievance Procedure</u></p> <p>8.17 In recognition of the respect for and value of the wisdom and experience of Elders and/or other respected members of the Aboriginal [Indigenous] community, grievors may request these community members to act in a supportive, confidential capacity throughout the grievance process. The parties may also agree that such a community member will act as a mediator or decision maker. This shall not be interpreted to be an obligation on any individual to seek the assistance of a member of the Aboriginal [Indigenous] community.</p> |

6.17 First Nations/Native [Indigenous] Employees Employment

Equity Plan

- A. In this Collective Agreement, "First Nations or Native [Indigenous] employee(s)" are considered to be persons who are Indians, Inuit or Métis and who at the time of hire identify themselves as such to the Company and to the Union or agree to be identified by the Company and the Union as Indians, Inuit or Métis.
- B. The onus shall be on the person to show that he or she is a "First Nations or Native [Indigenous] employee" and thereby entitled to the rights and benefits set forth herein.
- (1) Despite the provisions of Article 16 or any other provisions of this Collective Agreement, in all cases involving the filling of vacancies, promotions, selections for training, transfers, layoffs, and recalls from layoff, the Company and the Unions agree that the Company shall be entitled to give preference to First Nations or Native [Indigenous] employees regardless of their seniority.
 - (2) Despite the provisions of this Article or any other provisions of this Collective Agreement, the Company shall be entitled to develop and implement special work schedules applicable to First Nations or Native [Indigenous] employees to allow them to engage in traditional activities, including traditional economic and spiritual activities, while maintaining employment with the Company.
 - (3) Where the rights of First Nations or Native [Indigenous] employees pursuant to this Article conflict with rights of non-Native [non-Indigenous] or non-First Nations employees under any provisions of this Collective Agreement, the rights of First Nations or Native [Indigenous] employees shall prevail.
 - (4) In all cases of vacancy, promotion, transfer, layoff and recall from layoff, First Nations or Native [Indigenous] employees shall be entitled to preference provided they

have the ability to perform the work despite their seniority.

- (5) The Company and the Union also acknowledge the interest of the Nacho Nyakdun Band in the disposition of any grievances affecting a First Nations or native [Indigenous] employee. To this end, the Company and the Union agree to notify the Chief of the Nacho Nyakdun Band of any such grievance and the Company and the Union shall both consider the recommendations and advice of the said Chief in the processing of any such grievance, investigating the relevant facts respecting any such grievance and determining the merits of any such grievance.
- (6) Upon the request of any First Nations or Native [Indigenous] employee who has completed the probationary period under this Collective Agreement, the Company shall grant to him leaves of absence which total not more than three (3) months in a calendar year, for the purpose of engaging in traditional activities, including traditional spiritual activities and traditional economic activities such as hunting, fishing and trapping. It is acknowledged by the Company and by the Union that any one leave may need to be restricted to a period of less than three (3) months having regards to the total number of employees on such leave at any one time.
- (7) A First Nations or Native [Indigenous] employee shall continue to accumulate seniority during any leave granted in accordance with Article 6.17(6).
- (8) In order to facilitate access to upgrading programs by First Nations or Native [Indigenous] employees, in the first half of 1997 the Company and the Union agree to establish a joint review process which will include the participation of First Nations or Native [Indigenous] employees, if possible, to implement a program during the first half of 1998 which would provide physical facilities and equipment at the mine site for use in viewing high school

and other upgrading television/video programs for First Nations or Native [Indigenous] employees

- (9) The Company and the Union agree to establish a joint First Nations/Native [Indigenous] Employee Employment Equity Committee comprised of two (2) representatives of the Union, one of whom shall be a First Nations or Native [Indigenous] employee, if possible, and two (2) representatives of the Company, one of whom shall be a First Nations or Native [Indigenous] employee, if possible. The Committee shall meet not less than once each calendar month to support, monitor, maintain, and work through difficulties whenever possible, pertaining to this First Nations/Native [Indigenous] Employees Employment Equity Plan. No employee shall suffer any loss of income in connection with his participation on the Committee.
- (10) The Company and the Union agree that the rights and benefits accorded to First Nations or Native [Indigenous] employees under this Collective Agreement constitute reasonable and necessary special programs expressly designed to benefit First Nations or Native [Indigenous] employees in recognition of the historical discrimination, both direct and systemic, experienced by First Nations people or Native [Indigenous] people and that the rights and benefits under this First Nations/Native [Indigenous] Employees Employment Equity Plan have, as their objective, the providing of special opportunities to members of First Nations or Native [Indigenous] people who are employees of the Company in the bargaining unit under this Collective Agreement.

5. Training program to allow Indigenous members to advance to higher paid jobs, with clear paths to promotion

(i) General Training Programs

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| <p>CUPE and Saskatchewan Association of Health Organization 2004 – 2008; CUPE, Local 3404 and Fort Qu'Appelle Indian Hospital Inc. 2002 -2005</p> | <p>In-Service Training The parties agree to facilitate educational opportunities which may include literacy training and career path counselling/planning.</p> |
| <p>Payukotayno: James and Hudson Bay Family Services and CUPE, Local 4313 2007</p> | <p>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.</p> |

(ii) Targeted Training Programs

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| <p>Placer Dome Inc and USW, Local 8533 1991-1992</p> | <p>1.10 Upon request of any First Nations or Native [Indigenous] employee who has completed the probationary period, the Company shall grant to him/her leaves of absences which total not more than three (3) months in a calendar year, for the purpose of engaging in traditional economic activities such as hunting, wild rice harvesting and trapping. It is acknowledged by the parties that any one leave</p> |
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| | <p>may need to be restricted to a period of less than three (3) months having regard to the total number of employees on leave at any one time.</p> <p>1.11 A First Nations or Native [Indigenous] employee shall continue to earn seniority during any leave granted for the period of engaging in traditional economic activities which leave shall be for the period set forward in the Dona Lake Native Agreement and the Dona Lake Human Resources Sub-Agreement, on the one hand, or for the period set out in the preceding article, whichever provides the greater benefit to the employees.</p> <p>1.12 In order to facilitate access to upgrading programs by First Nations or Native [Indigenous] employees, the company and Union agree to establish a review process to study the feasibility of providing physical facilities and equipment at the mine site which could be used for the viewing of high school upgrading television/video programs such as the “WAHSA” program.</p> <p>1.14 The Company and Union agree that the rights and benefits accorded to First Nations or Native [Indigenous] employees under this Agreement and the Native [Indigenous] Indian Agreement constitute a “special program” within the meaning of subsection 14(1) of the Ontario Human Rights Code.</p> |
| <p>Great Blue Heron Gaming Company and USW</p> | <p><u>Advancement of First Nations’ People</u></p> <p>2.01 The Charity Casino was created by the Mississaugas of Scugog Island First Nation as an economic development project and to provide advancement opportunities for First Nation people. The Employer will consider both the role of the First Nation and its goals in the creation of the Charity Casino and the charitable purposes of the Casino.</p> <p>2.02 It is agreed that the Employer will establish First Nations Development and Advancement programs for employees who are members of a First Nation.</p> |

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| | <p>2.03 These programs may include transitional provisions to assist in regular attendance, training opportunities, opportunities for temporary postings, and other similar supports.</p> <p>2.04 Participation in these programs will be voluntary and the existence of programs, and the participation or lack of participation, are not grievable.</p> |
| <p>Crown in Right of Ontario and AMAPCEO</p> | <p><u>Training</u></p> <p>27.14.5 Where a surplus employee available for targeted direct assignment is an Aboriginal [Indigenous] person or a person with disabilities and requires a longer training period, their notice period shall be extended until the completion of their training plan.</p> |
| <p>Niigaani Enterprises Inc. and IWA Canada, Local 2693; Kiashe Zaaging Economic Development Corporation and USW Local 1-2020</p> | <p><u>Article IV – Rates and Classification</u></p> <p>4.01 The wage schedule which is attached and forms a part of this Agreement will take into account practices of the Company which may include on-the-job training initiatives specifically destined for First Nations people. The wages shall take into account the benefits that First Nations people currently receive from the federal and provincial governments.</p> |
| <p>Regina Friendship Centre Corporation and CUPE, Local 4285 2002 – 2005</p> | <p>ARTICLE 23 – REPRESENTATIVE WORKFORCE</p> <p>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.</p> <p>We agree to enhance employment opportunities and equality of treatment for persons of Aboriginal [Indigenous] ancestry.</p> <p>The representative workforce strategy and initiative therein will be consistent with the administration of the collective agreement.</p> |

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| <p>First Nations University of Canada and CUPE, Local 1975 2004 – 2007</p> | <p>Employment Equity</p> <p>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.</p> <p>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.</p> |
| <p>CUPE and Saskatchewan Association of Health Organizations 2004 – 2008; CUPE, Local 3404 and Fort Qu’Appelle Indian Hospital Inc. 2002 – 2005</p> | <p>23.05 Representative Workforce</p> <p><u>Preamble</u></p> <p>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.</p> <p><u>Workforce Representation</u></p> <p>The parties agree to the principle of a representative workforce for Aboriginal [Indigenous] 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 [Indigenous] People are present in all occupations in their proportion to the provincial working population.</p> <p>Therefore, when hiring new employees, the Aboriginal [Indigenous] representative principle shall be applied, providing there are qualified Aboriginal [Indigenous] applicants for the vacancy.”</p> |
| <p>Goodwill Industries of Toronto and Teamsters, Local Union 847</p> | <p>HOURS OF WORK AND OVERTIME</p> <p>a) There are Full-time, Part-time and REACH employees: Full-time employees are scheduled to work forty (40) hours per week. Part-time employees are scheduled to work no less than twenty-four (24) hours per</p> |

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

b) The scheduling of hours is based on the labour hours targeted in each group plan.

6. Targeted apprenticeship program for Indigenous members and/or people of Indigenous ancestry

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| <p>Cameco and USW, Local 8914</p> | <p>23.01</p> <ul style="list-style-type: none"> (a) Apprenticeship vacancies, as determined by the Company shall be classed as either “Regular” or “Special” apprenticeship vacancies, and the filling of any such vacancies shall be subject to Article 23.02 hereof. (b) Regular apprenticeship vacancies shall be filled in accordance with the job posting provisions of Article 9 of this Agreement. (c) Special apprenticeship vacancies shall be filled by employees who are residents of Saskatchewan’s north or northern residents of Aboriginal [Indigenous] ancestry, on the basis of their General Seniority. The job posting provisions of Article 9.03 (d) of this Agreement shall not apply to Special apprenticeship vacancies. (d) Apprenticeship vacancies at each operating site location will alternate between the Regular and Special Apprenticeship Program provided at least one-half (1/2) of the apprentices at the site location are enrolled in the Special Program. If there are no qualified or acceptable applicants for a Special Apprenticeship Program vacancy, the Company may fill the vacancy from outside the bargaining unit with a new employee who is a resident of Saskatchewan’s north or a northern resident of Aboriginal [Indigenous] ancestry. (e) Notwithstanding any other provisions of the Collective Agreement, a qualified journeyman shall not be eligible for enrolment in the apprenticeship program for another trade. |
| <p>Glencore Corporation Canada and United Steelworkers, Local 9449</p> | <p><u>Letter of Understanding 8 – Tamatuman Training Project</u></p> <ul style="list-style-type: none"> • Entry-level jobs under this program will be available to Inuit only, and will be identified as such. • The employer and the union will set up a joint committee to review training activities and candidates experiencing difficulties. |

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| | <ul style="list-style-type: none"> • A candidate who has completed his probationary period under the collective agreement shall be entitled to all rights and privileges under the collective agreement during his training period. • Seniority is accumulated during training for the purposes of calculating vacation % entitlement. |
| <p>Sanofi Pasteur and CEP Local 1701</p> | <p>Sanofi Pasteur and C. E. P. Local 1701 are committed to the concept of Employment Equity and ensuring Sanofi Pasteur has a fair and representative workforce. To enhance outreach activities and increase awareness amongst employees and members, the Company and the Union agree to train work placements for designated group members. These designated groups are Women, Aboriginals [Indigenous Persons], Racial Minorities, and Persons with Disabilities. The work placements shall have the following criteria:</p> <ol style="list-style-type: none"> 1. The term of the placements would not be more than 6 months. 2. Candidates for the training assignments will be sourced from recognized non-profit agencies. 3. Incumbents will not receive pay or benefits. Out of pocket expenses may be reimbursed. 4. Work placements will not be used to replace bargaining unit work. 5. There will be a limit of 2 persons per designated group. This process will be reviewed by the Negotiating Committee and the Company 6 months after its initiation. Either party will have the right to withdraw from the project at that time. |

7. Equity hiring for members of Indigenous ancestry

(i) Employment Equity

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| <p> Cameco and USW, Local 8914</p> | <p><u>Affirmative Action/Employment Equity</u></p> <p>24.01 The Union acknowledges the Company has entered into Surface Lease Agreements with the Province of Saskatchewan which have as one of its objectives, the maximizing of employment of residents of Saskatchewan’s north. The Union further acknowledges the Company has as one of its objectives, the maximizing of employment of northern residents of Aboriginal [Indigenous] ancestry.</p> <p>24.02 The Company will hire residents of Saskatchewan’s north and northern residents of Aboriginal [Indigenous] ancestry who are qualified to perform the work required, when it is necessary for the Company to hire replacement or additional workers.</p> <p>24.03 The Company will utilize, amongst other sources of employment, available northern hiring programs to assist in the hiring of residents of Saskatchewan’s north and northern residents of Aboriginal [Indigenous] ancestry.</p> <p>24.04 Subject to Article 24.05, it is agreed that preference will be given to residents of Saskatchewan’s north and northern residents of Aboriginal [Indigenous] ancestry in matters of hiring and recall. In the case of a reduction in the work force, preference will be given to retaining residents of Saskatchewan’s north and northern residents of Aboriginal [Indigenous] ancestry.</p> <p>24.05 Notwithstanding Article 24.04 hereof, it is understood and agreed that no employee who has either:</p> <ul style="list-style-type: none">(a) a Company service date prior to November 16, 1993 or(b) ten (10) years of continuous service with the Company shall have his or her seniority rights affected in matters relating to a reduction in the workforce or recall, as a result of preference being given to residents of Saskatchewan’s north and northern residents of Aboriginal [Indigenous] ancestry. |
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| | <p>24.06 The Union and the Company agree to the establishment of a joint Affirmative Action/Employment Equity Committee comprised of up to four (4) representatives from the Union and up to four (4) representatives from the Company. The development, implementation, and maintenance of the Affirmative Action/Employment Equity program will be mutually agreed upon.</p> |
| <p>United Keno Hill Mines Limited and USWA, Local 924</p> | <p><u>6.17 First Nations/Native [Indigenous] Employees Employment Equity Plan</u></p> <p>A. In this Collective Agreement, "First Nations or Native [Indigenous] employee(s)" are considered to be persons who are Indians, Inuit or Métis and who at the time of hire identify themselves as such to the Company and to the Union or agree to be identified by the Company and the Union as Indians, Inuit or Métis.</p> <p>B. The onus shall be on the person to show that he or she is a "First Nations or Native [Indigenous] employee" and thereby entitled to the rights and benefits set forth herein.</p> <p>(1) Despite the provisions of Article 16 or any other provisions of this Collective Agreement, in all cases involving the filling of vacancies, promotions, selections for training, transfers, layoffs, and recalls from layoff, the Company and the Unions agree that the Company shall be entitled to give preference to First Nations or Native [Indigenous] employees regardless of their seniority.</p> <p>(2) Despite the provisions of this Article or any other provisions of this Collective Agreement, the Company shall be entitled to develop and implement special work schedules applicable to First Nations or Native [Indigenous] employees to allow them to engage in traditional activities, including traditional economic and spiritual activities, while maintaining employment with the Company.</p> <p>(3) Where the rights of First Nations or Native [Indigenous] employees pursuant to this Article conflict with rights of non-Native [Indigenous] or non-First Nations employees under any provisions of this Collective Agreement, the rights of First Nations or Native [Indigenous] employees shall prevail.</p> |

- (4) In all cases of vacancy, promotion, transfer, layoff and recall from layoff, First Nations or Native [Indigenous] employees shall be entitled to preference provided they have the ability to perform the work despite their seniority.
- (5) The Company and the Union also acknowledge the interest of the Nacho Nyakdun Band in the disposition of any grievances affecting a First Nations or Native [Indigenous] employee. To this end, the Company and the Union agree to notify the Chief of the Nacho Nyakdun Band of any such grievance and the Company and the Union shall both consider the recommendations and advice of the said Chief in the processing of any such grievance, investigating the relevant facts respecting any such grievance and determining the merits of any such grievance.
- (6) Upon the request of any First Nations or Native [Indigenous] employee who has completed the probationary period under this Collective Agreement, the Company shall grant to him leaves of absence which total not more than three (3) months in a calendar year, for the purpose of engaging in traditional activities, including traditional spiritual activities and traditional economic activities such as hunting, fishing and trapping. It is acknowledged by the Company and by the Union that any one leave may need to be restricted to a period of less than three (3) months having regards to the total number of employees on such leave at any one time.
- (7) A First Nations or Native [Indigenous] employee shall continue to accumulate seniority during any leave granted in accordance with Article 6.17(6).
- (8) In order to facilitate access to upgrading programs by First Nations or Native [Indigenous] employees, in the first half of 1997 the Company and the Union agree to establish a joint review process which will include the participation of First Nations or Native [Indigenous] employees, if possible, to implement a program during the first half of 1998 which would provide physical facilities and equipment at the mine site for use in viewing high school and other upgrading television/video programs for First Nations or Native [Indigenous] employees

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| | <p>(9) The Company and the Union agree to establish a joint First Nations/Native [Indigenous] Employee Employment Equity Committee comprised of two (2) representatives of the Union, one of whom shall be a First Nations or Native [Indigenous] employee, if possible, and two (2) representatives of the Company, one of whom shall be a First Nations or Native [Indigenous] employee, if possible. The Committee shall meet not less than once each calendar month to support, monitor, maintain, and work through difficulties whenever possible, pertaining to this First Nations/Native [Indigenous] Employees Employment Equity Plan. No employee shall suffer any loss of income in connection with his participation on the Committee.</p> <p>(10) The Company and the Union agree that the rights and benefits accorded to First Nations or Native [Indigenous] employees under this Collective Agreement constitute reasonable and necessary special programs expressly designed to benefit First Nations or Native [Indigenous] employees in recognition of the historical discrimination, both direct and systemic, experienced by First Nations people or Native [Indigenous] people and that the rights and benefits under this First Nations/Native [Indigenous] Employees Employment Equity Plan have, as their objective, the providing of special opportunities to members of First Nations or Native [Indigenous] people who are employees of the Company in the bargaining unit under this Collective Agreement.</p> |
| <p>Great Blue Heron Gaming Company and USW</p> | <p><u>Advancement of First Nation's People</u></p> <p>2.01 The Charity Casino was created by the Mississaugas of Scugog Island First Nation as an economic development project and to provide advancement opportunities for First Nation people. The Employer will consider both the role of the First Nation and its goals in the creation of the Charity Casino and the charitable purposes of the Casino.</p> <p>2.02 It is agreed that the Employer will establish First Nations Development and Advancement programs for employees who are members of a First Nation.</p> |

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| | <p>2.03 These programs may include transitional provisions to assist in regular attendance, training opportunities, opportunities for temporary postings, and other similar supports.</p> <p>2.04 Participation in these programs will be voluntary and the existence of programs, and the participation or lack of participation, are not grievable.</p> |
| <p>Northern Ontario School of Medicine and Ontario Public Service Employees' Union (OPSEU), Local 677</p> | <p>37.2 The parties agree that they are committed to the principles of Employment Equity and that the following statement will appear on all job postings and external position advertisements:</p> <p style="padding-left: 40px;">"The Northern Ontario School of Medicine invites applications from all qualified individuals. The Employer is committed to employment equity and diversity in the workplace and welcomes applications from women, visible minorities, Aboriginal [Indigenous] people, persons with disabilities, and persons of any sexual orientation or gender identity."</p> |
| <p>Professional Association of Canadian Theatres and Canadian Actors' Equity Association</p> | <p><u>Equal Engagement Opportunities and Inclusion</u></p> <p>10:01 Shared Commitment PACT and Equity are committed to the expansion of engagement opportunities for Artists who self-identify as diverse (e.g. Aboriginal [Indigenous], age, disability, ethno-cultural identity, gender, or sexual identity), so that all Artists may be included in the practice of theatre, and our stages reflect the full diversity of Canadian society.</p> <p>10:02 Equal Engagement Opportunities</p> <p>PACT and Equity agree to promote the practice of equal engagement opportunities, designed to encourage and increase diversity and to eliminate discrimination in theatre. To this end, with due respect for the requirements of and suitability for a job, and with the understanding that there can be no interference with the contractual rights or artistic discretion of the playwright, Director, or Choreographer, PACT and its Theatres advocate a flexible, imaginative casting policy, known as inclusive casting.</p> <p>(A) Inclusive Casting Inclusive casting shall be defined, for the purposes of this Agreement, as the casting of Artists who self-identify as diverse (e.g. Aboriginal [Indigenous], age, disability, ethno-cultural</p> |

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| | <p>identity, gender, or sexual identity), in roles where ethnicity, gender, age, or the presence or absence of a disability is not prescribed.</p> |
| <p>York University and York University Faculty Association</p> | <p><u>Joint Subcommittee on Employment Equity and Inclusivity</u></p> <p>7.08 A subcommittee of the JCOAA on Employment Equity and Inclusivity will be established to discuss issues with respect to the requirements of the Federal Contractors Program and the University’s Policies and Programs relating to Employment Equity and Inclusivity. The Employment Equity groups recognized under the University’s Policies and Programs on Employment Equity and Inclusivity are the four Affirmative Action categories of women, visible minorities (members of racialized groups), Aboriginal (Indigenous) persons and persons with disabilities and, in addition to the Affirmative Action categories, LGBTQ2S. Recognition of these employment equity groups will be reflected in the University’s self-identification survey.</p> <p>The Subcommittee will also oversee any University-wide equity and inclusivity audits of full-time faculty and librarians/archivists as agreed upon by the Parties and may make recommendations to address any identified concerns on the basis of the outcome of any such audits. The Affirmative Action, Equity and Inclusivity Officer shall sit ex-officio on the Subcommittee. The Subcommittee shall meet at least once every six (6) weeks during the Fall/Winter session and shall submit a summary report of its activities to the JCOAA once annually by June 30th.</p> <p><u>Non-discrimination</u></p> <p>12.20 In accordance with the parties’ commitment to non-discrimination as contained in Article 3 of this Collective Agreement, the parties confirm a joint commitment that discrimination should not exist or arise for women, members of visible minorities (racialized groups), Aboriginal (Indigenous) people, persons with disabilities, LGBTQ2S persons.</p> <p><u>Affirmative Action</u></p> <p>12.21 Consistent with the principle expressed in Article 12.15 that the principal criterion for appointment to positions at York University is academic and professional excellence, and as an affirmative action program to promote equity in employment of women, members of visible minorities</p> |

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| | <p>(racialized groups), Aboriginal (Indigenous) people and persons with disabilities, the parties agree to the measures set out below (to be read in conjunction with Article 12.31).</p> <p>No candidate shall be recommended who does not meet the criteria for the appointment in question.</p> <p>Candidates are substantially equal unless one candidate can be demonstrated to be superior.</p> <p>Academic unit level thresholds for tenure-stream faculty and continuing-stream librarians and archivists:</p> <ul style="list-style-type: none"> • Women: 40% • Visible minorities (members of racialized groups): 20% <p>To determine whether 40% of the tenure-stream faculty and librarian and archivist positions are filled by women and whether 20% of the tenure-stream faculty and librarian and archivist positions are filled by members of a visible minority (racialized group), jointly appointed faculty are counted in conformity with the fraction of their appointment in each unit. Seconded faculty are counted only in their home unit.</p> |
| <p>Oxfam-Canada and Canadian Union of Public Employees (CUPE), Local 2722</p> | <p><u>Selection</u></p> <p>The Employer recognizes the value of providing professional development and job opportunities for current staff to increase their capacity and contributions to Oxfam and to promote employment equity.</p> <p>11.01 Employment Equity</p> <p>The Employer and the Union recognize the value of employment equity as a means to enriching Oxfam Canada and agree to promote and pursue the objective of employment equity in Oxfam Canada's hiring practices, and to correct any conditions of disadvantage in employment and access to employment experienced by members of these designated groups: women, people of colour, racialized persons, Aboriginal [Indigenous] people, [LGBTQ2SIA persons], or persons with disabilities.</p> |

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| <p>Highview Wilson Child Care Centre and Canadian Union of Public Employees (CUPE), Local 2484-18</p> | <p><u>Letter of Understanding</u></p> <p>EMPLOYMENT EQUITY</p> <p>The Employer and the Union agree to co-operate in developing, implementing and monitoring an Employment Equity Program covering employees of the Centre. All components of the program will be jointly developed between the Employer and the Union.</p> <p>The intent of the program is to identify and implement plans to remove any barriers that may exist, and to develop a plan to correct any barriers that create disadvantages for persons from the groups set out below in accessing employment or any rights under the Collective Agreement. This will include the identification of unintentional systemic barriers.</p> <p>The designated groups will include: Aboriginal/Indigenous people, Racialized people, LGBTQ and Transgender persons, Persons with disabilities and Women.</p> |
| <p>The Community Health Services (Saskatoon) Association Limited and CUPE, Local 974 2001 - 2003</p> | <p>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:</p> <p style="padding-left: 40px;">Persons with Aboriginal [Indigenous] ancestry, persons with disabilities, women, persons from visible minorities.</p> <p>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.</p> <p>AND</p> <p>The parties agree to designate three permanent positions to Aboriginal [Indigenous] People, one receptionist and two registered nurses, based on the following:</p> <p style="padding-left: 40px;">The present employees in these positions shall not be required to vacate them now or in the future unless they agree to leave.</p> |

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| | <p>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 [Indigenous] applicants at this time.</p> <p>When an internal candidate is not available, then the employer shall advertise externally for an Aboriginal [Indigenous] candidate.</p> <p>In case of all positions, if an external posting does not generate an Aboriginal [Indigenous] candidate, then the employer shall:</p> <p style="padding-left: 40px;">Post internally for a temporary position of up to one year's duration with the provision that if, during his term, an Aboriginal [Indigenous] 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 [Indigenous] 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 [Indigenous] candidate will occur. Active recruitment will mean recruitment two to three times per year, in keeping with the affirmative action program until an Aboriginal [Indigenous] candidate is found. If one is not found, procedures as above will be applied and, if a qualified Aboriginal [Indigenous] candidate is found, they shall be hired as soon as they are available.</p> |
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(ii) Indigenous Content Commitment

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| <p>Electrical Power Systems Construction Assn and International Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local 128</p> | <p><u>Aboriginal [Indigenous] Content Commitment</u></p> <p>34.01 Where an Aboriginal [Indigenous] commitment has been established on a project, the Union will cooperate in meeting the content commitments. For projects, or jobs within a project, that are less than \$100,000 field labour, and have Aboriginal [Indigenous] content commitments, the terms of this collective agreement will not apply to these Aboriginal [Indigenous] commitments.</p> |
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| | <p><u>Statement of Understanding</u></p> <p>EMPLOYMENT EQUITY</p> <p>It is recognized by the Electrical Power Systems Construction Association and The International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers that Employment Equity legislation will be passed during the life of this collective agreement. The parties therefore agree to consider and address the legislation as it affects the accommodation of Aboriginals [Indigenous Persons] and any other group designated by the legislation.</p> |
| <p>Electrical Power Systems Construction Assn and Labourers' International Union of North America (LIUNA)</p> | <p><u>First Nations Content Commitment</u></p> <p>37.01 When a First Nations employment commitment is established on a project, the employer will meet with the Union and the First Nations representatives to deal with labour relations issues prior to the implementation of any commitment. If necessary these issues will be dealt with through the Labour Relations Committee.</p> <p>37.02 For a project, or jobs within a project, that are less than \$100,000 field labour, and have Aboriginal [Indigenous] content commitments, the terms of the collective agreement will not apply to those Aboriginal [Indigenous] content commitments.</p> <p><u>First Nations Commitment</u></p> <p>In addition to the Aboriginal [Indigenous] Content provisions in the collective agreement, the Parties agree to work together proactively towards removing barriers that hinder appropriate participation of First Nations peoples in the LIUNA workforce on sites covered by this agreement.</p> |
| <p>Ontario Power Generation Inc. and Canadian Union of Skilled Workers (CUSW)</p> | <p><u>Aboriginal [Indigenous] Content Commitment</u></p> <p>30.01 Where an Aboriginal [Indigenous] commitment has been established on a project, the Union will agree to the content commitments.</p> <p>30.02 For projects, or jobs within a project, that are less than \$100,000 field labour, and have Aboriginal [Indigenous] content commitments, the terms of the collective agreement will not apply to these Aboriginal [Indigenous] commitments.</p> |

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| | <p>30.03 Prior to operationalizing the Aboriginal [Indigenous] commitment, the Owner shall meet with the Union to discuss implementation for trades work on the project. This meeting will typically include representatives of the Owner, the Union, Aboriginal [Indigenous] community, and contractors as appropriate.</p> |
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(iii) Non-Discrimination

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| <p>Corporation of the Township of O'Connor and Canadian Union of Public Employees (CUPE), Local 87</p> | <p><u>4.08 No Discrimination</u></p> <p>The Employer and the Union agree that all employees will be protected against discrimination respecting their human rights and employment in all matters including age, race, colour, religion, creed, sex, sexual orientation, pregnancy, physical disability, mental disability, illness or disease, ethnic, or national or Aboriginal [Indigenous] origin, family status, marital status, source of income, political belief, affiliation or activity, membership in a professional association, business or trade association, employers' organization or employees' organization, physical appearance, residence, or the association with others similarly protected, or any other prohibition of the Ontario Human Rights Code.</p> |
| <p>Placer Dome Inc and USW, Local 8533 1991-1992</p> | <p><u>Union Representation</u></p> <p>6.08 There shall be no discrimination, favouritism or harassment by the Company or Union with respect to any employee because of membership or non-membership in any lawful Union, or because of any prohibited ground of discrimination set out in Subsection 4(1) of the <u>Ontario Human Rights Code</u> except as provided for First Nations or Native [Indigenous] persons in this agreement and the Native Indian Agreement.</p> |
| <p>CSA Group and Canadian Union of Public Employees (CUPE), Local 967</p> | <p><u>Employer-Employee Relationship</u></p> <p>3.01 The Employer and the Union agree that all Employees will be protected against discrimination respecting their human rights and employment in all matters including age, race, colour, religion, creed, sex, sexual orientation, pregnancy, physical disability, mental disability, illness or disease, ethnic or national or Aboriginal [Indigenous] origin, family status, marital status, source of income, political belief, affiliation or activity,</p> |

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| | <p>membership in a professional association, business or trade association, Employers' organization or Employees' organization, physical appearance, residence, or the association with others similarly protected or any other prohibition of the Human Rights Code.</p> |
| <p>CUPE and Victoria Village Inc</p> | <p>No Discrimination –</p> <p>The parties agree there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge or otherwise, by reason of age, race, creed, colour, political or religious affiliation, sex, sexual orientation, pregnancy, illness or disease, ethnic, national or Aboriginal [Indigenous] origin, family status, source of income, political beliefs, affiliations or activities, physical appearance, or marital status, place of residence, physical or mental disability, nor by reason of her membership or activity in the Union, where to do so would be contrary to the Human Rights Code.</p> |
| <p>CUPE 3906 and McMaster University</p> | <p>NO DISCRIMINATION, HARASSMENT, OR SEXUAL HARASSMENT</p> <p>(a) The parties agree that all Employees shall be entitled to a respectful workplace free of discrimination, sexual harassment, and workplace harassment. As of the date of the ratification of this Collective Agreement, the University has policies on these topics, including: Policy on Discrimination and Harassment: Prevention and Response; Violence in the Workplace Policy; and Sexual Violence Policy. The parties acknowledge that nothing in these Policies is meant to supersede the terms and conditions of the Collective Agreement. In the event that the provisions of these Policies contradict the Collective Agreement, the Collective Agreement governs, to the extent of the contradiction.</p> <p>(b) The parties agree that there shall be no discrimination, interference, harassment (including sexual harassment), intimidation or coercion exercised or practised by either of them with respect to any employee in the bargaining unit concerning the application of the provisions of this Collective Agreement, by reason of the following: the employee’s membership or non-membership in the Union (page 7 of 38); the employee’s activity in the Union or the exercise of their lawful rights arising there from; the employee’s age, race, creed/religion, self-identification as Indigenous, colour, nationality, citizenship, place of origin,</p> |

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| | ancestry, sex, gender, marital status, disability as disability is defined in the Human Rights Code of Ontario [which includes Acquired Immune Deficiency Syndrome (AIDS), AIDS related illnesses, and positive Immune Deficiency Virus (HIV+)]; the employee’s political belief or affiliation, the employee’s academic orientation or school of thought; the employee’s sexual orientation, same sex partnership status, transsexual transition status, gender expression, and gender identity; or any ground prohibited by the Ontario Human Rights Code, R .S .O . 1990, c .H-19, as amended. |
| Kitselas Band Council and CUPE, Local 3770 2000 – 2005; Lax Kw’Alaams Indian Band and CUPE, Local 2365 1996 – 1998 | 4.01 (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. |

(iv) Seniority and Preference (Hiring, Lay-off, Recall, Promotion)

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| Laborador Catering Limited Partnership and USW, Local 9508; Ushitau Maintenance Limited and USW, Local 9508; Vale Newfoundland and Labrador Limited and USW, Local 9508; | <p><u>Filling of Vacancies</u></p> <p>12.04 When a vacancy occurs or a new position is created within the bargaining unit, and the Company decides to fill such vacancy or new position, it shall be posted internally for a period of sixteen (16) calendar days, during which time applications may be received. These provisions do not apply to job progressions.</p> <p>12.05 The Company shall award the position to the candidate meeting the Standards for the position in the Order of Preference. Where the preference status of candidates is equal, the senior employee shall be awarded the position.</p> <p>12.06 The standards established by the Employer for the position shall include qualifications, work experience, skill, ability, and training.</p> |
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12.07 The Order of Preference to be followed in awarding positions to candidates meeting the standards for the position is as follows:

- (1) Innu and Inuit candidates who are members of the Labrador Catering Limited Partnership bargaining unit;
- (2) Innu and Inuit external candidates who are employed at the Voisey's Bay site (new hire);
- (3) Innu and Inuit candidates who are external applicants (new hire);
- (4) Labradorian candidates who are members of the Labrador Catering Limited Partnership bargaining unit;
- (5) Labradorian external candidates who are employed at the Voisey's Bay site (new hire);
- (6) Labradorian candidates who are external applicants (new hire);
- (7) Other candidates who are members of the Labrador Catering Limited Partnership bargaining unit;
- (8) Other external candidates who are employed at the Voisey's Bay site (new hire);
- (9) Other candidates who are external applicants (new hire).

For greater certainty, persons who occupy preference status (2,) (3), (5), (6), (8) and (9) and who are identified above as "new hires" shall enter this bargaining unit as new employees and shall not be entitled to seniority credit for time they may have spent in other Steelworker bargaining units.

12.08 Competency training to expand an employee's work scope within a job progression will be offered at each progression level in Order of Preference within the bargaining unit, subject to the employee being able to perform the work required.

12.09 Employees appointed to a new position shall be subject to a trial period in the new position of two full working rotations at site. In the event that the employee proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new position, he/she shall return to his/her former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be

returned to his/her former position, wage or salary rate and without loss of seniority. The parties may mutually agree, in writing, to extend the trial period. Where an employee fails to successfully complete a trial period, or voluntarily reverts to his/her former position prior to completion of the trial period, the employee will not be permitted to be considered for the same position for a period of at least twelve (12) months.

Layoff and Recall

12.10 Layoffs shall be done by classification beginning with the most junior employee in the classification. Such layoffs shall be done in reverse Order of Preference within the Bargaining Unit. Where the preference status of the affected employees is equal, it shall be done in reverse order of seniority.

12.11 All layoffs are subject to the requirement that the remaining employees have the qualifications, work experience, skill, ability, and training to perform the work.

12.12 The employee to be laid off may elect to bump the most junior employee in the lowest paid Tech level, subject to the following:

- (1) the employee has the qualifications, work experience, skill, ability, and training to perform the work, or to acquire same within seven (7) work days of on-the-job familiarization and training;
- (2) the employee is more senior; and
- (3) it does not violate the Order of Preference within the bargaining unit.

The displaced employee will be laid off.

12.13 Recall shall be done according to the Order of Preference within the bargaining unit and where preference status of the employees to be recalled is equal; it shall be done in order of seniority. The recall of any employee is subject to the employee having the qualifications, work experience, skill, ability, and training to perform the work.

12.14 The Company may recall employees through notification by phone. Inability to make contact by phone requires the Company to provide notice by registered mail to their last known address. It is the responsibility of the employee to keep the Company informed of his/her

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| | <p>current address and telephone number. When recalled by mail the employee must contact the human resources administrator of the Company to make arrangements as to when the next available rotation will be should his/her position have been temporarily filled by another employee while awaiting contact with the human resources administrator of the Company.</p> <p>12.15 An employee who refuses a recall to work full time in his/her original position shall be deemed to have resigned voluntarily, shall lose his/her seniority and his/her name shall be removed from the seniority list.</p> |
| <p>Niigaani Enterprises Inc. and IWA Canada, Local 2693 2002-2006</p> | <p><u>Seniority</u></p> <p>12.01 (a) The Company recognizes the principle of seniority. Seniority will govern subject to reasonable consideration of First Nations employment objectives, skill, efficiency and ability in promotions, transfers, lay-offs and recalls after lay-off.</p> <p>(b) There shall be two classifications for seniority:</p> <ol style="list-style-type: none"> 1. Full-time employees that fulfil the objectives of this Agreement to provide Native [Indigenous] employment. 2. Temporary employees - employees that are hired on a temporary basis to aid the Company in attaining the goals as set out in Article I. |
| <p>Great Blue Heron Gaming Company and USW</p> | <p><u>Job Posting</u></p> <p>13.04 It is agreed and understood that applicants for postings from First Nations will be given first priority, regardless of seniority, for positions over other applicants where they possess the skill, knowledge and ability.</p> |
| <p>Dilico Anishinabek Family Care and Unifor, Local 7-O-1</p> | <p><u>Seniority</u></p> <p>(c) Where two (2) or more employees have the same seniority, preference shall be given to the First Nation employee, if any, other than for the purposes of scheduling vacation in accordance with Article 18.13.</p> <p><u>11.01 Loss of Seniority</u></p> <p>An employee shall lose seniority and be deemed to have terminated her employment when the employee:</p> |

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| | <p>(i) is elected as a Chief or as a member of the Band Council of any First Nation that is or becomes affiliated with the Employer;</p> <p>Note: An employee will provide her Manager with written notice, copied to the Program Director, when they register to run for office as a Chief or to be a member of Band Council of any First Nation that is or becomes affiliated with the Employer</p> <p><u>First Nation Employees - Retention and Promotion</u></p> <p>14.01 In an effort to enable the Employer to both satisfy its commitment to the First Nation communities it services and carry out its mandate to provide culturally sensitive services whenever possible, this Article shall apply notwithstanding any other provision(s) of this Collective Agreement, other than as provided for in Article 14.04.</p> <p>14.02 In cases of vacancies, promotions, transfers and demotions, the Employer shall be entitled to give preference to First Nation employees who the Employer determines have the minimum required qualifications regardless of their seniority.</p> <p>14.03 In all cases involving layoffs and recall from layoffs, the Employer shall be entitled to give preference to a First Nation employee, regardless of seniority, provided the First Nation employee is willing to and in the opinion of the Employer has the current minimum qualifications to immediately perform the job duties.</p> <p>14.04 Nothing in this Article shall affect a non-First Nation employee's right to retain employment and be recalled to employment based on seniority in accordance with Article 13, nor her right to be considered for vacancies, promotions or transfers in accordance with Article 12, provided the employee was hired on or before March 31, 2006.</p> <p>14.05 For all employees hired after March 31, 2006 this Article shall apply.</p> |
| <p>Crown in Right of Ontario and AMAPCEO</p> | <p><u>Seniority</u></p> <p>27.06 Notice of Layoff 27.6.1 An employee who is declared surplus shall be given not less than six (6) months notice in writing of the date of layoff. The notice shall advise the employee in writing of all options in accordance with Article 27.6.2. AMAPCEO shall be copied on all notices</p> |

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| | <p>issued. A notice shall not be issued to an Aboriginal [Indigenous] employee or to an employee with a disability, as defined under the Ontario Human Rights Code, without the consent in writing of the employee’s Deputy Minister. It is the employee’s responsibility to self-identify to their designated human resources contact.</p> <p>27.9.2 Notwithstanding Article 27.9.1 no Aboriginal [Indigenous] employee or employee with a disability, as defined in the Ontario Human Rights Code, shall be bumped by a more senior employee.</p> |
| <p>Placer Dome Inc and USW Local 8533 1991-1992</p> | <p>1.11 A First Nations or Native [Indigenous] employee shall continue to earn seniority during any leave granted for the period of engaging in traditional economic activities which leave shall be for the period set forward in the Dona Lake Native Agreement and the Dona Lake Human Resources Sub-Agreement, on the one hand, or for the period set out in the preceding article, whichever provides the greater benefit to the employees.</p> <p>1.12 In order to facilitate access to upgrading programs by First Nations or Native [Indigenous] employees, the company and Union agree to establish a review process to study the feasibility of providing physical facilities and equipment at the mine site which could be used for the viewing of high school upgrading television/video programs such as the “WAHSA” program.</p> <p>1.14 The Company and Union agree that the rights and benefits accorded to First Nations or Native [Indigenous] employees under this Agreement and the Native [Indigenous] Indian Agreement constitute a “special program” within the meaning of subsection 14(1) of the Ontario Human Rights Code.</p> |
| <p>Niigaani Enterprises Inc. and IWA Canada, Local 2693 2002-2006</p> | <p><u>Letter of Understanding</u> RE: SURGE HIRING</p> <p>The parties agree that in recognition of the need at certain times of the year to temporarily increase the work force, the company can hire new employees, giving preference to First Nations people, without posting the jobs and provided no qualified employees are on lay-off, for a period of up to sixty (60) days</p> |

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| | <p>worked. Such employees will be governed by the terms and conditions of the Collective Agreement, saving and except the following:</p> <p>Article XIV Drug and Hospital Care Plans/Extended Health Care</p> <p>Article XV Life Insurance</p> <p>Article XVI Weekly Indemnity and Long Term Disability Plan</p> <p>Article XVII Bereavement Pay</p> <p>Article XVIII Jury Duty/Subpoenaed Witness Allowance</p> <p>Article XIX Dental Care Plan</p> <p>Article XX Vision Care Plan</p> <p>Article XXII Pension Plan</p> <p>Upon completion of the work required, surge employees will be laid off, and will have no rights to recall or to the job posting procedure. It is not the intent to utilize surge hiring to cause an extended layoff.</p> |
| <p>Les Chantiers de Chibougamau Ltée. And United Steelworkers, Local 8644</p> | <p><u>Appendix G – Cree Seniority</u></p> <p>To foster good relations and integrate Cree workers into our operations, we provide preferential employment to a group of Cree employees. These reserved jobs are given to Crees and redistributed to Crees when there is turnover in this workforce.</p> <p>It is understood that this clause takes effect only if a favourable agreement is reached between the region’s Cree community or communities promoting the preservation of jobs for the employees covered by this agreement.</p> |

8. Flexible vacation time / scheduling to allow Indigenous members opportunity to engage in traditional hunting and fishing activities and other cultural ceremonial practices

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| <p>Nishnawbe-Aski Police Service Board and Public Service Alliance of Canada (PSAC)</p> | <p><u>Article 33: Ceremonial and Traditional Leave</u></p> <p>33.01 Provided that such leave will not interfere with the efficient and effective operational requirements of the Nishnawbe-Aski Police Service, an Employee may be granted up to five (5) days leave without pay per calendar year to pursue Aboriginal [Indigenous] traditional and/or ceremonial activities. These days must be taken as full days. The Employee may use banked paid leave at their discretion. Such leave requests are subject to the approval of the Police Chief and will not be unreasonably denied. This leave shall not be carried over.</p> |
| <p>Placer Dome Inc and USW, Local 8533 1991-1992</p> | <p>1.10 Upon request of any First Nations or Native [Indigenous] employee who has completed the probationary period, the Company shall grant to him/her leaves of absences which total not more than three (3) months in a calendar year, for the purpose of engaging in traditional economic activities such as hunting, wild rice harvesting and trapping. It is acknowledged by the parties that any one leave may need to be restricted to a period of less than three (3) months having regard to the total number of employees on leave at any one time.</p> <p>1.11 A First Nations or Native [Indigenous] employee shall continue to earn seniority during any leave granted for the period of engaging in traditional economic activities which leave shall be for the period set forward in the Dona Lake Native Agreement and the Dona Lake Human Resources Sub-Agreement, on the one hand, or for the period set out in the preceding article, whichever provides the greater benefit to the employees.</p> <p>1.12 In order to facilitate access to upgrading programs by First Nations or Native [Indigenous] employees, the company and Union agree to establish a review process to study the feasibility of providing physical facilities and equipment at the mine site which could be used for the</p> |

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| | <p>viewing of high school upgrading television/video programs such as the “WAHSA” program.</p> <p>1.14 The Company and Union agree that the rights and benefits accorded to First Nations or Native [Indigenous] employees under this Agreement and the Native [Indigenous] Indian Agreement constitute a “special program” within the meaning of subsection 14(1) of the Ontario Human Rights Code.</p> |
| <p>United Keno Hill Mines Limited and USWA, Local 924</p> | <p><u>6.17 First Nations/Native [Indigenous] Employees Employment Equity Plan</u></p> <p>A. In this Collective Agreement, "First Nations or Native [Indigenous] employee(s)" are considered to be persons who are Indians, Inuit or Métis and who at the time of hire identify themselves as such to the Company and to the Union or agree to be identified by the Company and the Union as Indians, Inuit or Métis.</p> <p>B. The onus shall be on the person to show that he or she is a "First Nations or Native [Indigenous] employee" and thereby entitled to the rights and benefits set forth herein.</p> <p>(1) Despite the provisions of Article 16 or any other provisions of this Collective Agreement, in all cases involving the filling of vacancies, promotions, selections for training, transfers, layoffs, and recalls from layoff, the Company and the Unions agree that the Company shall be entitled to give preference to First Nations or Native [Indigenous] employees regardless of their seniority.</p> <p>(2) Despite the provisions of this Article or any other provisions of this Collective Agreement, the Company shall be entitled to develop and implement special work schedules applicable to First Nations or Native [Indigenous] employees to allow them to engage in traditional activities, including traditional economic and spiritual activities, while maintaining employment with the Company.</p> <p>(3) Where the rights of First Nations or Native [Indigenous] employees pursuant to this Article conflict with rights of non-Native [non-Indigenous] or non-First Nations employees under</p> |

any provisions of this Collective Agreement, the rights of First Nations or Native [Indigenous] employees shall prevail.

- (4) In all cases of vacancy, promotion, transfer, layoff and recall from layoff, First Nations or Native [Indigenous] employees shall be entitled to preference provided they have the ability to perform the work despite their seniority.
- (5) The Company and the Union also acknowledge the interest of the Nacho Nyakdun Band in the disposition of any grievances affecting a First Nations or Native [Indigenous] employee. To this end, the Company and the Union agree to notify the Chief of the Nacho Nyakdun Band of any such grievance and the Company and the Union shall both consider the recommendations and advice of the said Chief in the processing of any such grievance, investigating the relevant facts respecting any such grievance and determining the merits of any such grievance.
- (6) Upon the request of any First Nations or Native [Indigenous] employee who has completed the probationary period under this Collective Agreement, the Company shall grant to him leaves of absence which total not more than three (3) months in a calendar year, for the purpose of engaging in traditional activities, including traditional spiritual activities and traditional economic activities such as hunting, fishing and trapping. It is acknowledged by the Company and by the Union that any one leave may need to be restricted to a period of less than three (3) months having regards to the total number of employees on such leave at any one time.
- (7) A First Nations or Native [Indigenous] employee shall continue to accumulate seniority during any leave granted in accordance with Article 6.17(6).
- (8) In order to facilitate access to upgrading programs by First Nations or Native [Indigenous] employees, in the first half of 1997 the Company and the Union agree to establish a joint review process which will include the participation of First Nations or Native [Indigenous] employees, if possible, to implement a program during the first half of 1998 which would provide physical facilities and equipment at the mine site for use in viewing high school and

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| | <p>other upgrading television/video programs for First Nations or Native [Indigenous] employees</p> <p>(9) The Company and the Union agree to establish a joint First Nations/Native [Indigenous] Employee Employment Equity Committee comprised of two (2) representatives of the Union, one of whom shall be a First Nations or Native [Indigenous] employee, if possible, and two (2) representatives of the Company, one of whom shall be a First Nations or Native [Indigenous] employee, if possible. The Committee shall meet not less than once each calendar month to support, monitor, maintain, and work through difficulties whenever possible, pertaining to this First Nations/Native [Indigenous] Employees Employment Equity Plan. No employee shall suffer any loss of income in connection with his participation on the Committee.</p> <p>(10) The Company and the Union agree that the rights and benefits accorded to First Nations or Native [Indigenous] employees under this Collective Agreement constitute reasonable and necessary special programs expressly designed to benefit First Nations or Native [Indigenous] employees in recognition of the historical discrimination, both direct and systemic, experienced by First Nations people or Native [Indigenous] people and that the rights and benefits under this First Nations/Native [Indigenous] Employees Employment Equity Plan have, as their objective, the providing of special opportunities to members of First Nations or Native [Indigenous] people who are employees of the Company in the bargaining unit under this Collective Agreement.</p> |
| <p>Great Blue Heron Gaming Company and USW</p> | <p><u>30.05 First Nation Leave</u></p> <p>Any seniority employee elected or appointed to a full-time position of the Mississaugas of Scugog Island First Nation will be granted a leave of absence. A written request for such a leave of absence must be presented to the Employer at least four (4) weeks in advance of when the leave of absence is to commence, except in cases of emergency. Employees who are granted a leave pursuant to this sub-article will have their seniority accrue while on such leave. Otherwise such leaves are without pay or benefits.</p> |

Lax Kw'alaams
Indian Band and
CUPE, Local
2365
1996 – 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.

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| <p>First Nations University of Canada and CUPE, Local 1975 2004 – 2007</p> | <p><u>Personal Leave</u></p> <p>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:</p> <ul style="list-style-type: none"> working at the University’s convocations, pow wows or conferences; accepting a certificate/diploma/bachelor’s degree. <p>Leave for Traditional Ceremonies:</p> <p>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.</p> <p>Religious Holidays:</p> <p>The University will attempt to accommodate the interests of employees in observation of their religious holidays.</p> <p>Leave to Seek Nomination or Election</p> <p>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 Métis government.</p> |
| <p>CUPE and Saskatchewan Association of Health Organizations 2004 – 2008; CUPE, Local 3404 and Fort Qu’Appelle Indian Hospital Inc. 2002 – 2005</p> | <p><u>Accommodation of Spiritual or Cultural Observances</u></p> <p>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.</p> |

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| <p>CUPE, Local 2348 and Indigenous Women's Health Centre</p> | <p><u>Article 21.13</u></p> <p>Employees wishing to take part in traditional Indigenous ceremony(ies) such as Sundance or healing ceremony are allowed up to four (4) paid working days leave per calendar year, provided that such leave is authorized by the Employer in advance.</p> |
| <p>Long Lake Employees Association and Long Lake Forest Products Inc.</p> | <p>LEAVES OF ABSENCE</p> <p>Recreational Leave</p> <p>(a) Time off without pay will be granted to Employees to attend First Nations prestigious events which they are organizing or participating in, up to two (2) times per year.</p> <p>(b) Requests for such leave, including the events involved, will be reviewed by the Company and Working Committee and accommodated subject to operating requirements. Notice for such leave must be requested at least one (1) month in advance and will be accommodated subject to operating requirements.</p> |
| <p>Public Service Alliance of Canada and Nishnawbe-Aski Police Service Board</p> | <p>Ceremonial and Traditional Leave</p> <p>Provided that such leave will not interfere with the efficient and effective operational requirements of the Nishnawbe-Aski Police Service, an Employee may be granted up to five (5) days leave without pay per calendar year to pursue Aboriginal [Indigenous] traditional and/or ceremonial activities. These days must be taken as full days. The Employee may use banked paid leave at their discretion. Such leave requests are subject to the approval of the Police Chief and will not be unreasonably denied. This leave shall not be carried over.</p> |
| <p>Niigaani Enterprises Inc. and IWA Canada, Local 2693; Kiashe Zaaging Economic Development Corporation and USW Local 1-2020</p> | <p><u>Article IV – Vacation With Pay</u></p> <p>6.02 The Employer's obligations are interrupted each year by the imposition of load restrictions on Highway #527 which generally limits the available operating period to 40 to 42 weeks. Employees are encouraged to schedule vacation time during this annual interruption. The Employer does provide time-off allowances for traditional practice, special events and for family responsibilities. Vacation time during the scheduled annual operating period will be minimized.</p> |

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| <p>Hotel Quality Inn Sept-Îles and United Steelworkers, Local 7065</p> | <p><u>Article 20 Personal Leaves and Jury Duty Leave</u></p> <p>20.01 Personal Leave</p> <p>A) To the extent that operations allow and after obtaining the Employer’s permission, an employee who has completed his/her probationary period may take time off work without pay for personal reasons. The Employer shall not unreasonably deny permission for such leave. However, the Employer shall not grant more than one leave per department. Traditional reasons such as migratory bird hunting, caribou hunting, salmon fishing, etc., may be considered as personal reasons.</p> |
| <p>Torngait Services Inc and USW, Local 9508;</p> <p>Vale Newfoundland and Labrador Limited and USW, Local 9508;</p> <p>Ushitau Maintenance Limited and USW, Local 9508;</p> <p>Labrador Catering Limited Partnership and USW, Local 9508</p> | <p><u>11.05 Election Leave</u></p> <p>Upon written request by the individual concerned, the Company may grant leave of absence without pay to any employee elected to, campaigning for his/her election to, or acting as the campaign manager for an individual's election to any Aboriginal [Indigenous], municipal, provincial or federal government office. Such leave shall be for a maximum period of two (2) months.</p> |
| <p>Kitselas Band Council and CUPE, Local 3770 2000 – 2005;</p> <p>Lax Kw'alaams Indian Band and CUPE, Local 2365 1996 – 1998</p> | <p>24.14 Time Off for Elections</p> <p>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.</p> |

First Nations
University of
Canada and
CUPE, Local
1975
2004 – 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.

9. Recognition of cultural traditions and periods of celebration and mourning for death of extended family members

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| <p>Niigaani Enterprises Inc. and IWA Canada, Local 2693 2002-2006</p> | <p><u>Bereavement Pay</u></p> <p>17.01 When death occurs to an employee's father, mother, spouse or children, the employee will be granted leave to attend the funeral and shall be paid for eight (8) hours at his regular straight time rate (pieceworkers – average daily rate for the duration of bereavement leave).</p> <p>When death occurs to an employee's mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild and grandparents, the employee will be granted leave to attend the funeral and shall be paid for eight (8) hours at his regular straight time rate (pieceworkers – average daily rate for the duration of bereavement leave).</p> <p>The intent of this clause is to allow the employee to attend the funeral without loss of earnings. Pay will be granted for the employee's scheduled work days lost during this period.</p> <p>Any claim for bereavement pay must be submitted by the employee to the Company, in writing, along with proof of bereavement in the employee's immediate family.</p> <p>It is understood for purposes of this Article, step relatives will be considered the same as blood relatives.</p> <p>Duration of leave will vary from a minimum of three (3) days to a maximum of five (5) days. Native [Indigenous] values apply.</p> |
| <p>Public Service Alliance of Canada (P.S.A.C.) and the Alliance Employees Union (A.E.U.)</p> | <p>Bereavement Leave with Pay For the purpose of this clause, the definition of immediate family will include the relatives of a common law spouse in the same manner as would be applied to the relatives of a spouse. For the purpose of this clause, immediate family is defined as father, mother, (or alternatively step-father, stepmother or foster parent), brother, sister, spouse, child, stepchild, child adopted through Indigenous custom adoption practices, or ward of the employee, father-in-law, mother-in-law, grandparents, employee's grandchild, and other relatives permanently residing in the employee's household or with</p> |

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| | <p>whom the employee permanently resides, and also includes anyone for whom the employee holds a legally executed “Power of Attorney”.</p> |
| <p>School District No. 92 (Nisga’a) and CUPE, Local 2298 (Nisga’a) 1997 – 2003</p> | <p><u>15.04 Compassionate Leave</u></p> <p>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.</p> <p>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:</p> <ul style="list-style-type: none"> (a) employed in Kincolith and when travel is beyond Prince Rupert; (b) employed in Greenville or Aiyansh and when travel is beyond Terrace; (c) these additional days shall not be paid when travel is to another community within School District 92 (Nisga’a). <p>An employee may be granted compassionate leave without pay by the Board, on application, in the case of death of someone not included above.</p> <p><u>T’il Luulak’ Leave</u></p> <p>“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.”</p> <p><u>Xtsihlniinak’amskw Leave</u></p> <p>“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.”</p> <p><u>Appointment to Administer Burial Responsibilities</u></p> <p>“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.”</p> |

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.

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| UFCW Local 1400 and The Salvation Army Waterston Centre- Saskatchewan | In the event of death in the immediate family of an employee, the employee will be granted a leave of absence, with pay, of five (5) days. The term “immediate family” shall mean spouse, parent, child, step-child, foster-child, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, common law spouse, grandmother, grandfather, grandchild, aunt, uncle, niece, nephew, cousin and any other relative living in the household of the employee. Excess leave will be without pay. Employees shall be entitled to one (1) paid days leave to participate in the service of, or be a pallbearer at a funeral, to a maximum of three (3) days per year |
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10. General Statements / Preamble

Niigaani
Enterprises Inc.
and IWA
Canada, Local
2693
2002-2006

Purpose

1.01 The purpose of this Agreement is to secure for the Company and the Union the full benefits of orderly and legal collective bargaining and to meet condition 1 set out in the Memorandum of Settlement between Bowater Pulp and Paper Canada Inc. and Local 2693, I.W.A. Canada incorporated by the sole arbitrator, Bram Herlich and dated the 6th day of November, 1999. The parties will recognize and work towards complying with the intent of Term and Condition 77 of the timber management Class Environmental assessment which is to provide economic benefit from Forest management activities for First Nations. This Agreement will address hours, wages, working and living conditions and will ensure to the utmost extent possible, the safety and physical welfare of the employees, economy of operation, quality and quantity of output and protection of property. This agreement desires to promote and maintain harmonious relations between the employer and employees and sets out a procedure for a fair and peaceful adjustment of any dispute. The parties to this Agreement recognize that the primary objective of the company is to provide job opportunities to Gull Bay members and First Nation's people and to promote the economic and social welfare of persons of Native [Indigenous] origin. The parties to this Agreement recognize that the Company is the primary employer in the community of Gull Bay, having created long-term employment programs and functions in flexible work environment that allows the Company, to access and utilize a variety of on the job training initiatives specifically designed for First Nations, to maintain a greater than normal sized work force, to permit practices such as special leaves for traditional practices, special events and family responsibilities.

Recognition-Jurisdiction

3.03 The employees of the Company shall comprise a separate bargaining unit of the Union. The Company will maintain its own separate and distinct seniority list. The Union will recognize the Company's Native [Indigenous] values and that the Company protects and promotes Native [Indigenous] employment opportunities. Non-Native [non-Indigenous] employees may

be recognized as temporary employees realizing that, the company's goal is to maximize Native [Indigenous] employees within its operations.

Dilico
Anishinabek
Family Care and
Unifor, Local 7-
O-1

Preamble

Dilico Anishinabek Family Care (“Dilico”) was created after the recognition that there were a disproportionate number of First Nation children in the care of provincial Children’s Aid Societies.

Dilico functioned in the capacity as band authority from 1986 to April 1, 1995 when it was mandated by Provincial Order in Council as a Children’s Aid Society pursuant to section 15 of the Child and Family Services Act and mandate to the First Nation population both on and off reserve in the District of Thunder Bay. Since April 1, 1995, Dilico has exercised jurisdiction delivering child protection and a portion of the District of Algoma.

In 1996, Dilico expanded its delivery by amalgamating two additional services: children’s mental health and adult residential addictions.

In January 1997, Dilico commenced delivery of community and mandatory health services for the on-reserve population of ten communities in the Robinson Superior region and in 1999, Dilico began service delivery pursuant to the provisions of the Long Term Care Act.

Dilico has developed an integrated continuum of services designed to complement the strengths, values and traditions of the individuals, families and communities that we serve. In summary, our range of services include,

- Child protection services;
- Child and family intervention (mental health) services;
- Adult addiction and residential services;
- Community and mandatory health services;
- Long term care services;
- Administrative services

Purpose

1.01 d) The parties recognize that Dilico Anishinabek Family Care is a unique organization which provides services to the Aboriginal [Indigenous] community. Through its various programs, employees provide holistic

professional assistance to families who need to access services. Therefore, labour management flexibility will be a key principle when dealing with work related matters and the parties agree that the long term success of the Agency will depend on mutual cooperation and respect.

Management Rights

- 3.02 The Union recognizes that the Employer is a non-profit, community-based, First Nation controlled agency, publicly funded for the delivery of child and family services.
- 3.03 The Union recognizes the right and obligation of the Employer to operate in accordance with its service mandate, commitments and obligations including those to its member First Nations and those imposed by the Child and Family Services Act, the Long Term Care Act and all other applicable Acts, directives, guidelines and protocols of the Government of Canada and Province of Ontario.

Recognition

- 4.01 The Employer recognizes Unifor as the exclusive bargaining agent of all employees of Dilico Anishinabek Family Care working in and out of the Fort William First Nation, the City of Thunder Bay, Ontario, the District of Thunder Bay and the District of Algoma, excluding Executive Secretary, Executive Assistants to the Senior Directors, Supervisors and those above the rank of Supervisor, System Coordinators, Senior System Coordinators, Child Welfare Trainer, Biimaadziwen Wiidookaagewinini, Communications Manager, Senior Finance Officer, employees in the Human Resources department and students.

Definition

- 6.07 First Nation Status: An employee having First Nation Status is an Indian who has provided the Employer with documentation confirming either that the employee is an Indian pursuant to the Indian Act or that the employee has membership pursuant to lawful membership rules of a First Nation established in accordance with the Indian Act.
- 6.08 First Nation Employee: A First Nation employee is defined as an employee having First Nation status.

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| <p>Waasegiizhig Nanaandawe'Iy ewigamig and Ontario Nurses' Association (ONA)</p> | <p><u>Purpose</u></p> <p>1.01 The Union recognizes that the Employer is an Aboriginal [Indigenous] Community Health Centre and that it exists to serve all Aboriginal [Indigenous] people in its catchment area. The Union recognizes, observes and respects Aboriginal [Indigenous] rights, customs, traditions, spirituality, values and treaty rights as protected by the Constitution Act of Canada and the Canadian Charter of Rights and Freedoms.</p> <p><u>Management Rights</u></p> <p>6.01 The Union recognizes that the management of Waasegiizhig Nanaandawe'iyewigamig and the direction of the working force are fixed exclusively with the Employer and shall remain fully with the Employer except as specifically limited by the express provisions of this Agreement Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:</p> <p style="padding-left: 40px;">(a) ensure that operations and service delivery observe and respect Aboriginal [Indigenous] rights, customs, traditions, spirituality, values and treaty rights as protected by the Constitution Act of Canada and the Canadian Charter of Rights and Freedoms;</p> <p style="padding-left: 40px;">[no further relevant language in Article 6.01]</p> |
| <p> Cameco and USW, Local 8914</p> | <p>1.03 In this Agreement:</p> <p>Aboriginal [Indigenous] peoples are considered to be persons who are First Nations, Inuit or Métis and who at the time of hire, identify themselves as such to the Company or agree to be identified by the Company as First Nations, Inuit or Métis.</p> <p>Northern residents of Aboriginal [Indigenous] ancestry are considered to be persons who are residents of Saskatchewan's north as defined herein, and who are Aboriginal [Indigenous] peoples are defined herein.</p> <p>Residents of Saskatchewan's North (RSN) are considered to be persons who at the time of hire satisfy one or both of the following requirements and who identify themselves to the Company and the Union:</p> |

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| | <p>(a) A person who has resided in Saskatchewan’s north for a period of ten (10) years, or one half his or her age, whichever is the lesser.</p> <p>(b) A person whose primary residence, as indicated by Saskatchewan health care records or Health and Welfare Canada medical services records, has been in Saskatchewan’s north for three (3) years immediately prior to, and including, the date of application for employment with the Company at the Key Lake operation or the McArthur River operation.</p> <p>The onus shall be on the person to show that he or she comes within the said definitions.</p> <p>“Saskatchewan’s north” means the northern Saskatchewan Administration district as defined in the Northern Saskatchewan Administration Boundaries Regulations, identified as 7 Oct 83 cN-5.1 Reg 1 s2 (map attached as Appendix 3). Any dispute as between the regulations and the said map, shall be resolved on the basis of the regulations.</p> <p>2.04 The Company shall have the right to contract out work so long as such contracting out does not result in the displacement, layoff or demotion of an employee or defer an employee’s right to recall because the work the employee was formerly doing is being contracted out. Except in the case of an emergency, the Company will, fourteen (14) days prior to any work being contracted out, provide written notice to the Union of the nature of the work to be done, the anticipated number of people to be employed and the anticipated duration of the work. To the extent reasonably practicable, the Company will provide the Union with information that is available from short term contractors that indicates the number of employees who are northern residents and the number who are northern residents of Aboriginal [Indigenous] ancestry.</p> |
| <p>Great Blue Heron Gaming Company and USW</p> | <p><u>Advancement of First Nation's People</u></p> <p>2.01 The Charity Casino was created by the Mississaugas of Scugog Island First Nation as an economic development project and to provide advancement opportunities for First Nation people. The Employer will consider both the role of the First Nation and its goals in the creation of the Charity Casino and the charitable purposes of the Casino.</p> |

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| | <p>2.02 It is agreed that the Employer will establish First Nations Development and Advancement programs for employees who are members of a First Nation.</p> <p>2.03 These programs may include transitional provisions to assist in regular attendance, training opportunities, opportunities for temporary postings, and other similar supports.</p> <p>2.04 Participation in these programs will be voluntary and the existence of programs, and the participation or lack of participation, are not grievable.</p> |
| <p>Electrical Power Systems Construction Assn and Labourers' International Union of North America (LIUNA)</p> | <p><u>First Nations Content Commitment</u></p> <p>37.01 When a First Nations employment commitment is established on a project, the employer will meet with the Union and the First Nations representatives to deal with labour relations issues prior to the implementation of any commitment. If necessary these issues will be dealt with through the Labour Relations Committee.</p> <p>37.02 For a project, or jobs within a project, that are less than \$100,000 field labour, and have Aboriginal [Indigenous] content commitments, the terms of the collective agreement will not apply to those Aboriginal [Indigenous] content commitments.</p> <p><u>First Nations Commitment</u></p> <p>In addition to the Aboriginal [Indigenous] Content provisions in the collective agreement, the Parties agree to work together proactively towards removing barriers that hinder appropriate participation of First Nations peoples in the LIUNA workforce on sites covered by this agreement.</p> |
| <p>Glencore Corporation Canada and United Steelworkers, Local 9449</p> | <p><u>28.07 Inuit Committee</u></p> <p>The Employer and the Union acknowledge the importance of the Inuit community and agree to establish a committee made up of three Employer representatives and three Inuit employee representatives (including the Union President or a replacement officer) for purposes of discussing various matters directly related to work. This committee will meet as required but no more than three times per year and will be accountable to the Industrial Relations Committee.</p> |

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| | <p>AND</p> <p>34.02 The cost of printing the Collective Agreement in French, English and Inuktitut will be borne by the Employer.</p> |
| <p>Anduhyaun Inc and CUPE, Local 4232</p> | <p>The Union acknowledges that the mandate of Anduhyaun is to support Aboriginal [Indigenous] 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 [Indigenous] traditional cultural values in their relationship with each other and with the employees covered by this Agreement.</p> |
| <p>Between Resolute Forest Products Thunder Bay Sawmill and Communications, Energy and Paperworkers Union, and Its Local 5025</p> | <p><u>Letter of Understanding</u></p> <p>First Nations Thunder Bay Sawmill is the first operating industry to function under the First Nation Commercial Industrial Development Act (FNCIDA) in Canada. The Company and the Union intend to maintain a cooperative and progressive relationship with Fort William First Nation and all Aboriginal [Indigenous] employees.</p> |

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