

LETTER OF UNDERSTANDING

Between

School District No. 63 ('Saanich')

And

Saanich Teachers' Association ('Association')

RE: Employment Equity – Indigenous Employees

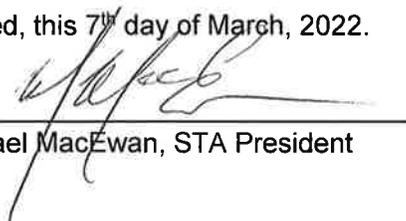
The parties recognize that Indigenous Employees are underrepresented in the Saanich School District. The parties are committed to redress the under-representation of Indigenous Employees and therefore further agree that:

1. The following shall apply in relation to positions that have received "special program" designation through application to the Human Rights Tribunal under section 42 of the Human Rights Code in relation to Indigenous Ancestry:
 - a. For the purpose of filling a vacancy, being a person with Indigenous Ancestry shall be considered a Necessary Qualification.
 - b. Provided the senior applicant has the Necessary Qualifications for the vacancy, the senior applicant will be awarded the position. Seniority shall be determined according to Article C.2 (Seniority).
 - c. Where there is no candidate with Indigenous Ancestry, and the Employer has determined that the position is still required to be filled, the position shall be awarded to the senior applicant provided that the senior applicant has the remaining Necessary Qualifications and the following terms shall apply:
 - i. Successful candidates without Indigenous Ancestry shall be awarded the vacancy on a temporary basis.
 - ii. If the position would have otherwise been a continuing position then continuing status shall be granted to the successful candidate.
 - iii. The position will be reposted during the first Mobility Round of postings for the following year. The position will be advertised both internally and externally. Preference will be given to internal candidates who have the Necessary Qualifications.
 - iv. If no applicant has Indigenous Ancestry, the position will be offered to the incumbent without the necessity of the posting process for a subsequent year.
 - d. For the purposes of the NOIL round, being a person with Indigenous Ancestry shall be considered a qualification for these positions.
2. As it is the intention of the parties to increase the number of positions held by teachers with Indigenous Ancestry within the District, there shall be preferential hiring in the following manner:
 - a. The Association and the Employer will meet after the results of the NOIL round are known and before the next round of postings to review the known vacancies (the "Vacancies") that will be posted.
 - b. The Vacancies shall be offered to underemployed teachers who self-identify as Indigenous; have shared this information with the Human Resources Department; and who possess the Necessary Qualifications, in order of seniority.
 - c. The remaining Vacancies will be posted during the following round of postings according to LOU#108 Staffing Process.
 - d. The awarding of Vacancies under Article #2 will be listed in the Successful Candidates list.

3. Teachers who have Indigenous Ancestry and who are working within an assignment will not be subject to assignment change limitations including seniority and maximum FTE increase as outlined under E.15.6 and LOU#108 Staffing Process as it is the intention of the parties to increase the number of opportunities for teachers with Indigenous Ancestry to gain full-time positions within the District.
 - a. The Employer shall provide the Association with forty-eight (48) hours advance notice prior to the application of Article #3.
 - b. Where there are one or more teachers with Indigenous Ancestry who would qualify for an increase in assignment, the increase will be offered to the senior teacher first.
 - c. The removal of seniority and assignment change limitations is to enable the preferential increase in FTE of Teachers with Indigenous Ancestry until such time as the percentage of Indigenous Teachers is proportional to the percentage of Indigenous students in the District.
4. The Employer shall commit to the preferential hiring of applicants with Indigenous Ancestry with the Necessary Qualifications to be placed on the Teacher Teaching on Call ("TTOC") list, until such time as the percentage of Indigenous Teachers Teaching on Call is proportional to the percentage of Indigenous students in the District.
5. The Employer shall provide a draft copy to the Association of its mid-program report to the BC Office of the Human Rights Commissioner for comment.
6. The Employer and the Association shall meet at least six months prior to the expiration of the Special Program to make comments on the application for renewal of the Special Program.
7. As it is the intention of the parties to support all Staff to continue to build awareness and understanding of Indigenous cultures, the Employer shall provide Indigenous Cultural Competency Training with a foundational focus on W̱SÁNEĆ language, culture and history.
8. The Association shall communicate known Professional Development opportunities with Indigenous topics to its membership.

In the event concerns arise through the application or interpretation of this Agreement, the parties will meet within ten (10) working days to find mutual resolution. This Letter of Understanding may be amended by mutual agreement between the parties.

Signed, this 7th day of March, 2022.



Michael MacEwan, STA President



Robyn Reid, Director of Human Resources