

LETTER OF UNDERSTANDING

Between

BOARD OF EDUCATION OF SCHOOL DISTRICT NO.63 (SAANICH)

(the “Employer”)

And

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 441

(SAANICH SCHOOL BOARD EMPLOYEES)

(the “Union”)

together (the “Parties”)

RE: Employment Equity – Employees with Indigenous Ancestry

WHEREAS

The Parties acknowledge that employees with Indigenous Ancestry are underrepresented in the Saanich School District, and that this under-representation is the result of colonial structures and practices that have limited equity of opportunity.

AND WHEREAS

In the spirit of Truth and Reconciliation, the Parties are committed to specific actions that will redress this under-representation.

NOW THEREFORE WE COMMIT TO:

1. The Employer, with the support of the Union, will submit and maintain an application with the Office of the Human Rights Commissioner for ‘special program’ designation under section 42 of the BC *Human Rights Code* for an employment equity plan for employees with Indigenous Ancestry.
2. As it is the intention of the Parties to increase the number of positions held by support staff members with Indigenous Ancestry within the District, the Parties agree that there shall be preferential hiring in the following manner:
 - a. Indigenous Ancestry of individual employees will be confirmed by the Indigenous Education department, and where reasonably possible, someone within the department who also holds Indigenous Ancestry.
 - i. In the event that an individual is able to reasonably demonstrate that the work to establish Indigenous Ancestry is underway with external relevant parties (i.e. Indigenous Services Canada, Métis Nation or an Indigenous Community) this will be considered per Article 2.c.v of this Letter of Understanding.
 - ii. Any disputes regarding an applicant’s Indigenous Ancestry shall be addressed via the process defined in Article 5.b of this Letter of Understanding.

- b. The Employer shall commit to the preferential hiring of qualified applicants with Indigenous Ancestry for on-call positions.
- c. Vacancies, as outlined under Article 16.01 of the Collective Agreement, shall be offered first to underemployed support staff members within the bargaining unit, and then external candidates with Indigenous Ancestry who possess the necessary qualifications.
 - i. Employees with Indigenous Ancestry will be considered 'underemployed' only to the point at which they have secured a position that includes the average weekly hours for the classification.
 - ii. It is not intended that preferential access to positions can be leveraged where there is no increase in hours.
 - iii. The average weekly hours per classification, for the purpose of Article 2.c.i of this Letter of Understanding, is outlined below;

Classification (Months/year)	Hours/week
Clerical (10 months)	35
EA/Student Monitor (10 months)	25
Facilities / Maintenance (12 months)	40
Data Services (10 months)	40
Bus Drivers (10 months)	20

- iv. Once an employee with Indigenous Ancestry has secured the average weekly hours for a classification they will be able to access alternate employment opportunities through the posting process outlined under Article 16.02 of the Collective Agreement.
 - v. Individuals who are unable to confirm Indigenous Ancestry but who are able to reasonably demonstrate that they are working through the process of confirming Indigenous Ancestry may be preferentially considered for assignments on a temporary basis until Indigenous Ancestry is established or for twelve (12) months (whichever comes first).
 - vi. Where there are multiple candidates with Indigenous Ancestry, who are underemployed and possess the necessary qualifications, seniority amongst those candidates will be the determining factor where applicable.
 - vii. Supervisory, Lead and Senior Positions are exempt from the application of this language.
3. In the event an existing Saanich School District employee with Indigenous Ancestry (who is not currently represented by the Union) is successful in securing a continuing support staff position covered by the Collective Agreement, their aggregate length of service in the excluded and included roles will be recognized on a go-forward basis for the purpose of:
- a. Seniority (Article 15)
 - b. Vacations (Article 22)

c. Sick Leave (Article 23)

For greater certainty, the aggregate length of service for employees under Article 3 will be recognized once that employee gains a continuing Union bargaining unit position and may not be used to obtain bargaining unit positions before this time.

4. It is the intention of the parties to support all staff members to build awareness and understanding of Indigenous cultures through continued cultural competency training with a foundational focus on Indigenous language, culture and history.
5. The Employment Equity Committee (EEC) originally established in May 2023 through Letter of Understanding No. 18 of the 2022-2025 Collective Agreement will continue to meet at least semi-annually, or at the request of either party, to review the implementation and results of this Letter of Understanding.
 - a. The EEC will continue to be comprised of four (4) representatives from the Union, and, where reasonably possible, with two (2) of the four (4) representatives holding Indigenous Ancestry.
 - b. In the event concerns arise through the application or interpretation of this agreement, the EEC will meet within ten (10) business days to find mutual resolution. Where appropriate, representatives of the Indigenous Education department may join the discussion.
 - i. Where the EEC is unable to resolve concerns that arise through the implementation or interpretation of this Letter of Understanding, the grievance process as outlined under Article 12 of the Collective Agreement will apply.
6. Unless specifically indicated in this Letter of Understanding, no other part of the Collective Agreement is modified by this Letter of Understanding.
7. This Letter of Understanding shall be Letter of Understanding No. 19 of the 2022-2025 Collective Agreement.
8. This Letter of Understanding may be amended by mutual agreement between the parties.

Signed this _____ day of September, 2024.

Signed for the Saanich School District (SD 63):

Signed for CUPE local 441:
