

COLLECTIVE AGREEMENT

BETWEEN

MOHAWK COUNCIL OF AKWESASNE
(Akwesasne Mohawk Board of Education)



AND

THE PUBLIC SERVICE ALLIANCE OF CANADA



From: September 1, 2019
To: August 31, 2023

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VISION STATEMENT

The Ahkwesahsne Mohawk Board of Education will ensure our Kanienkehaka birthright is transmitted through our educational system, and is consistent with Hotinoshonni teachings of:

1. *Creation Story*
2. *Ohen:ton Karihwaterkwen*
3. *Kaianerakowa (Constitution)*
4. *Kariwiio*
5. *Two Row Wampum*
6. *Wolf Belt (Community Charter)*

ARTICLE 1 - PURPOSE

- 1.1 It is the purpose and intent of the parties to this Agreement to set forth reasonable and fair terms and conditions of employment and other related provisions and to provide for the equitable settlement of matters that fall within the scope of this Collective Agreement.
- 1.2 It is the intent and purpose of the parties to this Agreement to maintain harmonious relationships among the Mohawk Council of Akwesasne, the Ahkwesahsne Mohawk Board of Education, the Union and the Employees.

ARTICLE 2 - RECOGNITION

- 2.1 The Employer recognizes the Public Service Alliance of Canada as the exclusive bargaining agent for all Employees covered by Canada Industrial Relations Board order No. 9344-U, dated March 28, 2008.
- 2.2 The bargaining unit as described by the C.I.R.B. consists of: *“all Employees of the Ahkwesahsne Mohawk Board of Education, a Department of the Mohawk Council of Akwesasne, excluding the administrative staff, bus drivers/monitors, food services Employees, Boys and Girls club Employees, student advisor, secondary/native student advisors, resource teacher secondary, principals, supervisors, and persons above the rank of supervisor, and temporary replacement Employees who replace for a period not to exceed three (3) months.”*

ARTICLE 3 - APPLICATION

- 3.1 The provisions of the Agreement apply to the Public Service Alliance of Canada, the Employees, the Mohawk Council of Akwesasne, and the Ahkwesahsne Mohawk Board of Education.

ARTICLE 4 - INTERPRETATION AND DEFINITIONS

- 4.1 For the purpose of this Agreement:
 - (a) “Bargaining Unit” means the Employees of the Employer in the Group described in Article 2;
 - (b) “Board” means the Ahkwesahsne Mohawk Board of Education (“AMBE”);
 - (c) “Common law partner” means a person living in a conjugal relationship with an Employee for a continuous period of at least one (1) year;
 - (d) “Director” means the Director of Education;

- (e) “Educational Assistant” (“EA”) means Employees hired to assist classroom teachers with instructional duties;
- (f) “Employee” means a person who is a member of the bargaining unit as specified in Article 2;
- (g) “Employer” is the Mohawk Council of Akwesasne;
- (h) “Full time Employee” is an Employee who is normally scheduled to work thirty-seven and one-half (37.5) hours per week;
- (i) “Instructional Time” means any time that a teacher is teaching or supervising students;
- (j) “Lay-off” means when an Employee has been identified as excess to the requirements of the Board of Education based upon projected enrolment and anticipated staffing requirements. For clarity, the interruption of active employment during school break periods does not constitute a layoff;
- (k) “Leave” means authorized absence from duty by an Employee and when Employees are not required to work due to scheduled school break periods;
- (l) “Membership dues” means dues established pursuant to the constitution of the Union as the dues payable by its members as a consequence of their membership in the Union, and shall not include any initiation fee, insurance premium, or special levy;
- (m) “Position” means the job classification into which the Employee is hired;
- (n) “Probationary period” means the period during which the Employer assesses the suitability of the Employee for indefinite hire;
- (o) “Red Circling” means an Employee’s present salary is maintained for the period that the Employee’s salary is in excess of the salary they would be earning pursuant to the salary grid contained in this Collective Agreement;
- (p) “School Day” means an instructional or professional development day;
- (q) “School Year” means the period extending from September 1st to August 31st of the following year and includes the number of instructional days required by the *Education Act* of Ontario, in addition to professional development days as determined by the Board;
- (r) “Spouse” will, when required, be interpreted to include “common law partner”;
- (s) “Teacher” means any Employee hired as a teacher, or ECE teacher, with designated classroom teaching duties, but does not include temporary replacement teachers (supply teachers);

- (t) "Temporary Replacement Employees" means Employees hired to replace a regular Employee for a period of up to three (3) months in duration and are not covered by this Collective Agreement;
- (u) "Term Employee" means someone who is hired to replace a regular Employee on pregnancy leave, parental leave or short/long-term sick leave. Term Employees become bargaining unit members upon commencement of employment, and will be entitled to sick, personal and bereavement leave after one (1) month of continuous employment, but are not entitled to participate in group insured benefits or pension.
- (v) "Union" means the Public Service Alliance of Canada (Alliance);
- (w) "Local" means Local 780-Union of National Employees members at Mohawk Council of Akwasasne and Component means Union of National Employees or UNE.
- (x) "Workday" means an Employee's scheduled work period of seven and one-half (7.5) hours during which Employees are scheduled to work, inclusive of a rest period.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.1 The management and direction of the work force are vested exclusively and without limitation, except as and to the extent specifically modified by this Agreement with the Employer. Without limiting the generality of the foregoing, the Employer's rights shall include the following:
 - (a) the right to maintain order, efficiency, to make, alter and enforce from time to time, rules, policies, standards and practices and to discipline and discharge for just cause;
 - (b) the right to select and hire Employees; to determine the location and number of classes; the location of work; the amount of supervision required; to transfer, assign, promote, demote, schedule and classify; to plan, manage, direct and control the operations of the Board of Education in all respects in order to satisfy its commitments, vision, mission and objectives;
 - (c) the right to determine the commencement, expansion, curtailment or discontinuance of operations or programs; to lay-off and recall Employees; assess performance; determine the number of hours to be worked, starting and quitting times, job content and job requirements, assess qualifications and experience of Employees.
- 5.2 The rights set forth in this article and those otherwise retained by management shall be exercised in conformity with the provisions of this Agreement in a manner which is not arbitrary, discriminatory or in bad faith.

ARTICLE 6 - STRIKES AND LOCKOUTS

- 6.1 During the life of this Collective Agreement, there will be no strikes or lockouts within the meaning of the *Canada Labour Code*, as amended from time to time.

ARTICLE 7 - DUES CHECK-OFF

- 7.1 The Employer will, as a condition of employment, deduct an amount equal to the monthly membership dues as determined by the Union from the regular bi-weekly pay of its Employees. Where an Employee does not have sufficient earnings in respect of any pay period to permit deductions made under the Article, the Employer shall not be obliged to make such deduction from subsequent salary.
- 7.2 The Union shall inform the Employer in writing of the authorized monthly deduction to be checked off for each Employee in the bargaining unit.
- 7.3 For the purpose of applying Article 7.1, deductions from pay for each Employee in respect of each calendar month will start with the first (1st) full calendar month of employment to the extent that earnings are available.
- 7.4 The amount deducted in accordance with this Article shall be remitted to the Comptroller of the Union in the month following their deduction and shall be accompanied by particulars identifying each Employee and the deductions made on their behalf.
- 7.5 The Union agrees to indemnify and save the Employer harmless against any claim, complaint, action, cause of action, or liability arising out of the application of this Article, except for any claim or liability arising from an error committed by the Employer.

ARTICLE 8 - EMPLOYEE REPRESENTATIVES

- 8.1 The Employer acknowledges the right of the Union or Component to appoint one (1) Employee per school and one (1) alternate per school as its representatives, and the Employer shall acknowledge those individuals whose names are supplied in writing as the Union representatives for the purpose of this Agreement. The investigation of grievances and grievance meetings involving interpretation, application, or administration shall take place within the Employee's regular working day but not during regular instructional time.
- 8.2 It is understood that Representatives have their regular work to perform on behalf of the Employer and a Representative shall obtain permission of their supervisor/principal prior to leaving their duties to investigate any grievance or potential grievance or attend any meeting called by the Employer. The Representative shall advise their supervisor/principal on resuming normal duties.

- 8.3 The Union will provide the Employer with a written list of Union Representatives in accordance with Article 8.1 on, or before November 30th of each year. Any changes that are made to the list of Union Representatives during the School Calendar Year will be sent to the Employer. The Employer will not recognize a Union Representative until notified in writing.

ARTICLE 9 - NEW EMPLOYEE INFORMATION & COPY OF COLLECTIVE AGREEMENT

- 9.1 The Employer agrees to supply the Component within ten (10) school days of hiring with the names and classifications of each new Employee in the bargaining unit.
- 9.2 The Employer agrees to supply each Employee a copy of this Agreement and will endeavour to do so within one (1) month after receipt from the printer. The Employer and the Union agree to share equally the cost of printing the collective agreement, including any reprint costs during the life of the Agreement.
- 9.3 A Union representative shall have the right to meet with newly hired members of the bargaining unit to acquaint the new Employees with the fact that a collective bargaining relationship exists between the Union and the Employer. Such meeting shall take place during the Workday when the Employee does not have student responsibilities.
- 9.4 The Employer agrees to provide the Local President with copies of the current AMBE and MCA policies and to also provide future updates to these policies.

ARTICLE 10 - USE OF EMPLOYER FACILITIES

- 10.1 The Union will provide a bulletin board in the staffroom in each of the three (3) schools for the posting of official Union communications. The bulletin board shall be used for legitimate union business only. The Union shall not post anything that is disrespectful, disparaging or offensive to the Employer.
- 10.2 Representatives of the Union may be permitted access to the Employer's premises, to assist in the resolution of a complaint or grievance, or to attend meetings called by management for this purpose. Permission to enter the premises shall, in each case, be obtained from the Employer. The Employer shall also be entitled to such professional representation when dealing with matters with the Union. The parties will advise each other of who will be present or represent them at meetings.
- 10.3 The Union agrees that, except as provided for in this Agreement, that there will be no Union activity on the premises of the Employer except by agreement with the Employer in writing.

ARTICLE 11 - NO DISCRIMINATION OR HARASSMENT

- 11.1 There shall be no discrimination with respect to any Employee or individual outside the bargaining unit by reason of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity or expression, marital status, family status, genetic characteristics, disability, political affiliation and conviction for which a pardon has been granted or in respect of which a record of suspension has been ordered, or membership/activities with the Union. Notwithstanding the foregoing, the Parties acknowledge the Employer has a preference for hiring members of the Mohawks of Akwesasne and other recognized members of other First Nations, Metis and Inuit, and that hiring and promotion practices that conform to this preference do not constitute a violation of this Article, nor does funding provided exclusively to natives of the Akwesasne community constitute discrimination within the meaning of this Article.
- 11.2 There shall be no harassment with respect to any Employee or individual outside the bargaining unit. Harassment is a course of vexatious conduct that is known or ought reasonably to be known to be unwelcome. Harassment does not include disciplinary measures, performance management or attendance management measures.
- 11.3 The Union and the Employer recognize the right of Employees to work in an environment free from sexual harassment. Sexual harassment means engaging in malicious comment or conduct, gesture or contact of a sexual nature that is likely to cause offence or humiliation or that might, on reasonable grounds, be perceived by that Employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion. Sexual harassment may include but is not limited to sexual jokes, innuendo, displaying sexually offensive material, sexually suggestive gestures, sexual flirtations, coercion, physical touching, sexual advances or solicitation made by an individual in a position to grant or deny a benefit.
- 11.4 The Employer will take such disciplinary action as it deems appropriate against any Employee who is found to have sexually harassed a bargaining unit member.
- 11.5 For purposes of this Article, the work environment includes the Employee's work location as well as any other premises at which the Employee is required to work, such as work-related conferences, seminars, and social events.

ARTICLE 12 - NATIVE PREFERENCE

- 12.1 The Employer agrees to give preference in its hiring decisions to qualified Indigenous candidates.

ARTICLE 13 - JOINT CONSULTATION COMMITTEE

- 13.1 There shall be a Joint Consultation Committee consisting of three (3) representatives of the Employer and three (3) Employee representatives. The Union will use its best efforts

to secure one (1) representative from each of the three (3) schools. One (1) representative of the Employer and one (1) representative of the Union shall be Co-Chairs of the Committee. The Committee shall meet twice each school term, and thereafter, the Committee shall meet once each school term to discuss matters of interest to either party in the workplace other than grievances or potential grievances. The Chair and minute taker shall alternate between the Employer and the Employee Representative. The Committee shall have the power to make recommendations to the Director of Education on matters of common interest regarding all three (3) schools. The Employer shall provide a minute taker for the meetings.

- 13.2 Ten (10) days prior to the meeting of the Joint Consultation Committee, the representatives of the Employer and the Employee Representatives shall advise each other in writing of matters they wish to place on the agenda for discussion.
- 13.3 The members of the Joint Consultation Committee shall not suffer any loss of pay for time spent attending Committee meetings.

ARTICLE 14 - GRIEVANCE PROCEDURE

- 14.1 A grievance is a dispute arising from the interpretation, application, administration, or alleged violation of one (1) or more provisions of the Collective Agreement.
- 14.2 Every grievance shall be in writing and shall contain the following:
- (a) the nature of the circumstances giving rise to the grievance;
 - (b) a general indication of the provisions of the Collective Agreement that have been allegedly violated;
 - (c) an indication of the remedy sought; and
 - (d) the appropriate individual and Union representative signatures as necessary.
- 14.3 Any reference to "days" shall mean regularly scheduled school / instructional or professional development days during the school year. Off site professional development days are not included.
- 14.4 Informal Complaint Stage and Mediation

Prior to submission of a formal grievance, an Employee or Employees must discuss the matter of concern with the School Principal.

The Parties may at any time during the grievance process or informal complaint stage mutually agree to the appointment of a mediator to assist the Parties to resolve the matter. In the event of mediation, the time limits of the grievance procedure shall be suspended.

14.5 Grievance Procedure

Step 1: Filing of a Formal Grievance (School Principal/HR Representative)

The grievance shall be delivered to the School Principal within fifteen (15) school days of the events giving rise to the grievance. The Human Resources Representative of the Board and the Principal shall meet with the grievor and his/her Union Representative and shall respond to the grievance in writing, within fifteen (15) school days following the meeting to discuss the grievance.

Step 2: Director of Education Review

Should the School Principal/Human Resources Representative fail to render a decision within the time period required at Step 1, or if the response is unsatisfactory to the Union, then the matter may be referred to the Director of Education or designate, for review by delivering the grievance to the Director of Education or designate, within fifteen (15) school days of the receipt of the response of the School Principal/ Human Resources Representative. The Director of Education or designate, shall meet with the grievor and the Union Representative and will render a written decision within fifteen (15) school days of the meeting. If the decision is not satisfactory to the Union, then the Union may refer the matter to arbitration within thirty (30) school days of the decision of the Director of Education.

14.6 Employer Grievances

The Employer may file a grievance in writing and such grievance shall be forwarded to the President of the Local. The President of the Local and a PSAC representative as determined by the Union shall meet within fifteen (15) school days of receipt of the grievance with the Director of Education or designate. The Union shall reply in writing within fifteen (15) school days of the meeting with its decision. If the decision is not satisfactory to the Employer, then the Director of Education or designate may refer the matter to arbitration within fifteen (15) school days of the decision.

- 14.7 The grievor if, he or she wishes, may be represented by an authorized representative of the Union at all steps of the grievance procedure as well as the informal complaint stage and mediation.

14.8 Suspensions, Group and Policy Grievances

Group, Policy and grievances relating to suspensions or discharge may be commenced at Step 2 of the Grievance Procedure. Grievances with respect to the School Principal shall be commenced at Step 2 and grievances with respect to the Director of Education shall be directed to the Executive Director of the Mohawk Council of Akwesasne.

ARTICLE 15 – ARBITRATION

- 15.1 Failing satisfactory settlement at Step 2 of the Grievance Procedure, the grievance may be referred to arbitration in writing within thirty (30) school days of delivery of the written response of the Director of Education or designate at Step 2, but not thereafter except by the express written agreement of both parties. If a request for arbitration is not received within thirty (30) school days of the delivery of the Director's response, then the grievance shall be deemed to be abandoned.
- 15.2 The referral to arbitrate shall include the names of proposed arbitrators to hear the matter. The party served with the notice may accept one of the names, or propose other arbitrators. If the parties are unable to agree on the selection of an arbitrator, then either party may request the Minister to appoint an arbitrator to hear the matter for them.
- 15.3 All time limits in this Agreement are mandatory and are not subject to extension except by written agreement of the Employer and the Union Representative.
- 15.4 The decision of the sole arbitrator shall be final and binding upon the parties and upon any members affected by it.
- 15.5 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 15.6 Each party shall pay their own costs associated with the arbitration. The fees and expenses of the arbitrator shall be born equally by the two parties hereto.
- 15.7 The arbitrator shall not amend, alter, or make any decision inconsistent with the terms of this Agreement.

ARTICLE 16 – DISCIPLINE AND DISCHARGE

- 16.1 A Probationary Employee may be disciplined or discharged at the discretion of the Employer provided that such discipline or discharge is not arbitrary or discriminatory.
- 16.2 Employees who have passed probation may be disciplined or discharged for just and sufficient cause. The Employer will provide general reasons in writing for the disciplinary action taken.
- 16.3 An Employee, if he or she wishes, may be represented by a Union Representative at any meeting at which disciplinary action is taken. The Employer shall provide the Employee with the opportunity to obtain a recognized Union Representative prior to the meeting. The Employer will allow a reasonable period of time for a member using his or her best efforts to secure representation. If the member does not request or secure representation within a reasonable period of time then the meeting will proceed.

- 16.4 An Employee who verbally quits, retracts the verbal resignation in writing and returns to work the next school day following the verbal resignation shall continue to be employed. This provision will not apply to any subsequent resignations following the retraction.

ARTICLE 17 – PERSONNEL FILE AND DISCIPLINARY ACTION

- 17.1 The Employee shall be granted access to their Personnel File once annually and as necessary in preparation for arbitration or to respond to third party requests for confirmation of employment. Such access shall be in the presence of an authorised representative of the Employer. The Employee shall be entitled to one copy of any document in the Personnel File.
- 17.2 No record of discipline may be placed in the file or constitute part thereof unless a copy of the said discipline is provided to the Employee. The Employee has the right to challenge any discipline placed on his or her file through the grievance and arbitration procedures.
- 17.3 Any disciplinary action concerning an Employee shall be removed from the file after a period of two (2) years, provided that there has been no other disciplinary action placed on the file in the intervening period.

ARTICLE 18 – SENIORITY

18.1 Seniority Defined

Seniority is defined as the length of continuous service in the bargaining unit from the most recent date of hire.

18.2 Seniority List

On or before October 15 annually, an up-to-date seniority list shall be posted by the Employer in each school. The seniority list will include the Employee's name and the date upon which the Employee's seniority commenced.

An Employee objecting to the accuracy of the seniority list must do so in writing within thirty (30) calendar days from the date that the seniority list is posted. If no objections are raised in writing within the thirty (30) day period, the seniority list shall be deemed to be correct.

18.3 Seniority Accrual

All seniority rights shall accrue in the following circumstances:

- (a) when the Employee is actively working for the Employer;
- (b) during any approved Employer leave of absence;
- (c) while on layoff and subject to recall;

- (d) during pregnancy and parental leave, short term and long term disability leave, as well as WSIB leave

18.4 Loss of Seniority

An Employee loses all seniority rights and employment shall terminate in the event that:

- i) the Employee is discharged for just cause and is not reinstated;
- ii) the Employee resigns or retires from his/her employment;
- iii) the Employee fails without reasonable explanation to return to work upon the date for return to work as indicated in the notice of recall; or
- iv) the Employee abandons his/her position by failing to report for two (2) consecutive school days without prior notification and sufficient reason to the Employer.

- 18.5 Employees will not be assigned to a position outside the bargaining unit without the Employee's written permission and without discussion with the Union.

ARTICLE 19 – LAYOFF AND RECALL

- 19.1 A layoff shall occur when an Employee has been identified as excess to the requirements of the Board of Education based upon projected enrolment and anticipated staffing requirements. For clarity, the interruption of active employment during school break periods does not constitute a layoff within the meaning of this Article.

- 19.2 Notice of Possible Layoff: On or before May 30th of each school year, the Board shall issue a notice in writing to the Local Union President as to whether the total number of staff employed exceeds the total number of staff who are projected to be required for the next school year based on projected enrolment.

- 19.3 The notice referred to in Article 19.2 shall include the names of Employees who it is anticipated will be subject to layoff.

- 19.4 Order of layoff: Employees shall be laid off in reverse order of seniority provided the Employee has the immediate qualifications, certification and ability for the available work.

- 19.5 On or before May 30th, every Employee who it is anticipated will be subject to layoff shall be given written notice stating the effective date and the reasons for the layoff.

- 19.6 Recall Procedure: Employees shall have the right of recall in the order of seniority from layoff to an available position within the bargaining unit, provided they have the immediate qualifications, certification and ability for the available work. The right of recall shall expire twenty-four (24) months immediately following the date of the layoff, unless the person having been laid off has been recalled to work and fails to accept the offer of recall in writing, within seven (7) calendar days of receiving notification by

registered mail at his/her most recent address on record with the Employer, in which case recall rights shall be forfeited. The Employee shall be deemed to receive notification seven (7) calendar days following the date of mailing. A copy of the Notice of Recall shall be provided to the Local Union President

ARTICLE 20 – JOB SECURITY

- 20.1 In meaningful consultation with the Union, the Employer will make reasonable efforts to ensure that any reduction in the work force will be accomplished through attrition.

ARTICLE 21 – NOTICE, SEVERANCE PAY AND RETIREMENT GRATUITY

- 21.1 Employees whose employment is terminated on a without cause basis by the Employer shall be entitled to severance pay and notice or pay in lieu of notice, in accordance with the requirements of the *Canada Labour Code*, as amended from time to time.
- 21.2 Employees who were employed prior to January 1st, 2020 and who are eligible to retire and receive a pension pursuant to the MCA Pension Plan are eligible for the Retirement Gratuity. The Employee must provide written notice of intent to retire with the Director of Education on or before March 31st of the year the Employee intends to retire, in order to be eligible for the Retirement Gratuity. The Retirement Gratuity shall be calculated as follows:
- (i) the number of accumulated Sick Days in the Employee's Sick Leave Account to a maximum of two hundred (200) divided by four (4) multiplied by the base salary at zero (0) years experience in the Employee's current step on the most recent salary grid immediately prior to retirement, divided by two hundred (200). Notwithstanding the foregoing, in no event shall the Retirement Gratuity exceed five thousand dollars (\$5,000.00) gross, or
 - (ii) Fifty dollars (\$50.00) per completed year of continuous service, whichever is greater.
- 21.3 The Retirement Gratuity shall be paid on or after the last pay period prior to retirement.

ARTICLE 22 – NOTICE OF RESIGNATION

- 22.1 Employees shall provide two (2) weeks written notice of resignation. The Employer reserves the right to waive the resignation notice period in whole or in part by providing payment of regular wages for any period that is waived.

ARTICLE 23 - PROBATIONARY EMPLOYEES

- 23.1 Employees other than temporary or term employees, are on probation during the first ten (10) months worked during the school year, or such longer period as mutually agreed by the Employer and the Union.
- 23.2 Upon successful completion of the probationary period, the Employee will be so advised in writing with a copy to the Union, and seniority shall be backdated to the date of hire.
- 23.3 Probationary Employees are given a midpoint review and a final performance appraisal to determine whether the Employee is successful in the probationary period and thereby suitable for indefinite employment.

ARTICLE 24 - MENTORING

- 24.1 The Employer and the Union agree that there is a formal mentoring program for all probationary teachers and that non-probationary teachers may be assigned a mentor as determined by the Employer or as requested by the teacher.
- 24.2 Individuals who wish to be considered as a mentor shall notify their school principal. Only teachers who indicate a willingness to act as a mentor will be assigned to the program.
- 24.3 The Union may make recommendations with respect to the mentoring program through the Joint Consultation Committee.

ARTICLE 25 - PERFORMANCE APPRAISALS FOR NON PROBATIONARY TEACHERS

- 25.1 Non-probationary teachers' performance will be normally assessed on an annual basis by the School Principal, either on a summative or formal basis. Teachers remaining in the same grade level or subject matter will usually be assessed every three (3) years. The Employer reserves the right however to assess on a more frequent basis where there are issues of concern that require more immediate attention in a performance review.
- 25.2 Teachers shall be provided with the opportunity to make written comments with respect to their performance appraisal, which shall be attached to the appraisal. The signature of an Employee on any document respecting the performance or conduct of that Employee shall be deemed to be evidence only of the receipt thereof and shall not be construed as approval of, consent to, or agreement with the contents.
- 25.3 The Joint Consultation Committee shall review the Performance Appraisal Process and may mutually make recommendations to the Employer in writing.

- 25.4 The Employer shall provide the written review normally within three (3) weeks of the formal observation.

ARTICLE 26 - POSTING OF PERMANENT VACANCIES

- 26.1 Permanent vacancies are defined as those positions within the bargaining unit which may become available due to attrition, growth, transfers within the meaning of Article 27, or due to newly created positions.
- 26.2 All vacant positions of a permanent nature that the Employer intends to fill shall be posted internally and externally concurrently for ten (10) calendar days. Applications for posted positions shall be submitted in writing by 2:00 pm on the closing date of the job posting to the Human Resources Generalist for the Board. Postings shall include at a minimum the following: job title, qualifications, certification, skills, abilities, subject/grade level experience, job description, and Native preference for new hires. The Board shall give consideration to internal candidates prior to consideration of external applicants.
- 26.3 When the Employer creates a new position, the Employer shall provide the Union with a copy of the posting in advance of the posting period.

ARTICLE 27 - TRANSFERS TO A DIFFERENT CLASSROOM ASSIGNMENT FOR THE NEXT SCHOOL YEAR

27.1 Employee Initiated Transfers

- (a) Employees may request a transfer to a different classroom assignment for the following School Year according to the process outlined in this Article.
- (b) Employees must be qualified, certified at the time of the transfer request, for the classroom/school assignment into which they want to transfer in order to be eligible for a transfer. Employees under performance review and probationary teachers are excluded from requesting a transfer.
- (c) All Employees who have indicated a desire to transfer to a different classroom assignment for the following School Year, including Employees on an approved leave of absence, must submit a written transfer request on the Transfer Request Form to the Human Resources Generalist of the Board of Education by March 1st.
- (d) An Employee who has applied and has been granted their requested transfer to a different classroom/school assignment by the Board, must accept the transfer and shall not request another transfer for one (1) School Year.

27.2 Transfer for Next School Year Assignments

- (a) Transfers to a different classroom assignment or school will be considered on the basis of factors which will include in order of priority: student and program needs, certification, qualifications, seniority, subject/grade level experience, and previous teacher performance appraisals.
 - (b) Those transfers to a different classroom assignment or school granted or initiated by the Ahkwesahsne Mohawk Board of Education will be confirmed in writing by the Director of Education by May 15. A copy of this notification shall be forwarded to the Union President.
- 27.3 The Ahkwesahsne Mohawk Board of Education may place, reassign or transfer employees to a different classroom assignment or school at any time to meet the educational needs of its schools. At the same time the Employee is notified of the reassignment or transfer, the Employer shall advise the Local Union President.

27.4 Vacancies Occurring During the School Year

- (a) Permanent positions that become vacant during the school year will be filled temporarily until the end of the school year by the Employer in accordance with Article 27.4(b), except where Article 27.4(c) applies. Thereafter, the position may be posted as a permanent position for the following September, subject to the ongoing requirement for the position.
- (b) Employees on the recall list shall be given the first opportunity to fill a vacancy which becomes available during the School Year, provided the Employee has the immediate grade level, qualifications and certification for the position. A reasonable attempt will be made to contact these employees by contacting them at the telephone number(s) on file with the Board. However, when the vacancy is anticipated to be an excess of sixty (60) days, the Article 19 recall process shall apply.
- (c) Employees returning from an approved leave of absence greater than three (3) months during the School Year shall be returned to their previous classroom assignment for the balance of that School Year. Employees returning from an approved leave of absence not during the same School Year that they commenced the leave, may be provided with a temporary assignment for the balance of the School Year in which they return that is consistent with their having the immediate grade level qualifications and certification.

ARTICLE 28 – RESTRICTION ON OUTSIDE EMPLOYMENT

- 28.1 Employees shall be restricted in engaging in other employment outside the hours they are required to work for the Employer that would result in a conflict of interest or if outside employment interferes with their ability to carry out their duties on behalf of the Employer.

ARTICLE 29 – SCHOOL YEAR CALENDAR AND INSTRUCTIONAL DAYS

- 29.1 The Ahkwesahsne Mohawk Board of Education shall determine the School Year calendar. The calendar shall indicate the opening and closing dates of the School Year, statutory holidays, professional development (PD) days, and all paid holidays. The School Year shall include such instructional days as mandated by the *Education Act* of the Province of Ontario, as amended from time to time. There shall be no PD days scheduled during the months of July and August.

ARTICLE 30 – PAY ADMINISTRATION

- 30.1 Employees shall be paid by cheque or direct deposit every two (2) weeks over twenty-six (26) pay periods. To each pay cheque will be attached a stub indicating the Employee's gross and net entitlements and details of all deductions.

ARTICLE 31 – RATES OF PAY & CREDIT FOR TEACHING EXPERIENCE

- 31.1 The rates of pay shall be in accordance with Appendix "A" hereto, the salary grid for instructional staff, in accordance with the classification that coincides with the Employee's education and experience as recognised and determined by the Board.
- 31.2 Wage rates as set out in Appendix "A" shall take effect on the first pay period following ratification of this Agreement.
- 31.3 Credit for Teaching Experience

Employees who have successfully completed probation will be credited with one (1) year of continuous service for every two (2) completed years of continuous service with a School Board, if any, from the most recent date of hire.

Credit shall be given for all previous teaching for a full-time assignment for a full school year of certified teaching experience in an elementary school in Canada or New York State, USA. Certificate of experience must be satisfactory to the Employer, and it is the responsibility of the teacher to document all experience to the satisfaction of the Employer. Experience is calculated as of September 1st each year and will be utilized for purpose of placement on the salary grid.

- 31.4 An Employee who leaves the employ of the Employer or who commences an unpaid leave of absence during the school year, will be paid any salary owing less required deductions, to the last day worked.

ARTICLE 32 - TEACHING QUALIFICATIONS/CERTIFICATION/PERMIT

- 32.1 All teachers must maintain qualifications/certification/permit to teach either in the Province of Ontario, the Province of Quebec, or the State of New York, respectively.
- 32.2 All teachers except Kaniekeha Language Teachers shall be members in good standing in either the Ontario College of Teachers, the Quebec Ministère de l'Éducation, du Loisir et du Sport Elementary, or the New York State Education Department, and teachers shall provide evidence of membership in good standing at the Employer's request.
- 32.3 Failure to maintain the necessary qualifications/certification/permit to teach or to be members in good standing, shall result in termination of employment for just cause.

ARTICLE 33 - ACTING ASSIGNMENTS AS PRINCIPAL AND ACTING PAY

- 33.1 When a teacher is assigned as Acting Principal for a period of one (1) or more School Days then he/she shall be provided acting pay in the amount of fifty dollars per day (\$50.00/day). Acting pay does not apply when the acting assignment is for a part of the School Day. Notwithstanding the foregoing, a teacher who is assigned Acting Principal duties for half a day shall be provided acting pay in the amount of twenty-five dollars (\$25.00) per half day. The Acting Principal is required to remain at School until all the buses have cleared.
- 33.2 The Acting Principal shall be selected by the Principal from among those who indicate a desire to be considered for the assignment. No teachers shall be appointed without their consent.

ARTICLE 34 - GROUP HEALTH BENEFITS

- 34.1 Employees shall participate in the Insured Group Health and Benefits Program available for Employees of the Employer, in accordance with the qualifying terms and conditions thereof.
- 34.2 The Employer shall pay its share of the premium costs as determined by the Employer from time to time, and the Employee shall pay his/her share of the premium costs of benefits by way of regular payroll deduction.
- 34.3 All decisions with respect to entitlement are at the sole discretion of the Insurer(s), subject to any right of appeal, and shall not be the subject of any grievance under this Collective Agreement.

ARTICLE 35 - PENSION

- 35.1 All eligible Employees shall participate in the Mohawk Council of Akwesasne Pension Plan in accordance with the terms and conditions thereof.

ARTICLE 36 - LEAVE WITHOUT PAY FOR UNION BUSINESS

- 36.1 The Employer will grant leave without pay to not more than three (3) Employees representing the Union before an Arbitration Board, Conciliation Board, or in an Alternate Dispute Resolution Process. Employees requesting leave must provide at least three (3) School Days notice of the request for leave.
- 36.2 The Employer will grant leave without pay to an Employee who is the grievor or who is called as a witness at an Arbitration.
- 36.3 The Employer will grant leave without pay to three (3) Employee Representatives for the purpose of attending contract negotiation meetings on behalf of the Union.
- 36.4 The Employer shall grant reasonable leave without pay to three (3) Employee Representatives to attend preparatory contract negotiation meetings.
- 36.5 The Employer shall grant leave without pay to up to three (3) Employee Representatives to attend meetings of the Board of Directors of the Union, training seminars, meetings of the National Executive of the Components, Executive Board meetings of the Union, and conventions of the Alliance, the Components, the Canadian Labour Congress, and the Territorial and Provincial Federations of Labour. The maximum number of days of leave without pay for all three (3) Employee representatives that may be granted pursuant to this provision is twelve (12) days per school year.

ARTICLE 37 - SICK LEAVE

- 37.1 Sick leave is for the purpose of protecting an Employee from loss of earnings when the Employee is incapacitated due to illness or injury or due to illness or injury of an immediate family member. For the purpose of sick leave, "Immediate Family Member" includes the Employee's spouse, common-law spouse (same sex), partner, parent, child, step-child, grandparent, grandchild, or person who resides with the Employee or for whom the Employee is legal guardian or has power of attorney.
- 37.2 On the first day of the school year each full-time Employee who is actively employed, shall be credited with up to fifteen (15) days of Sick Leave to their Sick leave Account, (10 x 1.5 day/month) to a maximum of two hundred (200) days in the Employee's Sick leave Account. In no case, shall the Employee's Sick leave Account exceed a maximum of two hundred (200) days.

- 37.3 In the event that an Employee's employment with the Employer ceases part way through the school year and the Employee has been advanced sick leave that has not yet been notionally earned, then the amount of sick leave that has been advanced will be deducted from any wages or other monies that are owed to the Employee.
- 37.4 Teachers who commence employment during the course of the school year shall be credited, on the first day of employment, with a pro-rated number of sick days. Sick leave shall also be pro-rated for teachers working less than full-time, but who work a minimum of twenty (20) hours per week. In no case, shall the Employee's Sick Leave Account exceed a maximum of two hundred (200) days.
- 37.5 A newly hired teacher may be entitled to transfer accumulated Sick Leave from a previous school board to the teacher's accumulated Sick Leave Account with the Employer, at the discretion of the Director of Education. The Director may require such documentation as deemed necessary to authorise the transfer of Sick Leave credits.
- 37.6 Sick Leave is not paid out upon termination for any reason whatsoever except in accordance with the Retirement Gratuity.
- 37.7 An Employee is eligible for Sick Leave with pay, when he/she is unable to perform work because of illness, injury, or a medical appointment that cannot otherwise be scheduled outside of working hours, provided that the Employee:
- (i) Notifies the School Principal or designate in advance of any medical appointment or sickness in accordance with the policies established by the Board;
 - (ii) Has the necessary Sick Leave hours in the Sick Leave Account; and
 - (iii) Provides a medical certificate or other documentation for the purposes of accommodation, as requested by the Employer in accordance with this Agreement.
- 37.8 Upon return from Sick Leave the Employee must provide a Leave Form to their School Principal.
- 37.9 If the period of Sick Leave requested exceeds three (3) days, the Employee must provide a medical certificate from their treating physician indicating the Employee was unfit to work during the period of illness.
- 37.10 Consistent with chronic absenteeism of one (1) day intervals, or whenever the Employer has reason to question the validity of the Sick Leave claimed, may be subject to verification by the Employee's treating medical physician. In cases where such verification has not been obtained, paid leave may be denied at the sole discretion of the School Principal or designate.

- 37.11 If an Employee is visibly ill, the School Principal has the right to send the Employee home. Should this occur, the Employee is required to utilise time from his/her Sick Leave Account.
- 37.12 The Employer may request an Employee attend a physician of the Employer's choice, for a medical examination where leave due to illness or injury is requested due to prolonged or repeated incidence of illness. The Employer shall provide the physician with a job description for the position held by the Employee, and shall bear the cost of the medical assessment, as invoiced by the physician.

37.13 Notification of Absence

In order to secure proper coverage, an Employee who is sick and unable to report for work shall notify the designated school officer in accordance with Board procedure, as amended from time to time.

ARTICLE 38 - BEREAVEMENT LEAVE

- 38.1 All employees are entitled to bereavement leave with pay as indicated in this Article. Bereavement leave does not apply in cases of deaths occurring during school break periods when school is not regularly in session.
- 38.2 For the purpose of Bereavement leave, "Immediate Family" means the employees' spouse or common law partner, parent, parent-in-law, step-parent or foster parent, grandparents, grandchild, great grandchild, brother, brother-in-law, sister, sister-in-law, child, foster child, adopted child, child of the spouse or Common-Law partner, step child, son-in-law, daughter-in-law, any relative who permanently resides in the Employee's home or a person in the care of the employee as the guardian or executor of the estate, or for whom the Employee has power of attorney.
- 38.3 Where a member of the immediate family as defined in Article 38.2 dies, the Employee is entitled to a leave for a period of up to ten (10) calendar days from the date of death or eight (8) calendar days from the date of death and two (2) calendar days for the burial, if burial doesn't occur within ten (10) calendar days of death.
- 38.4 Where a step-brother, step-sister, niece, nephew, aunt, uncle, grandparent in-law, or first cousin dies an Employee is entitled to leave with pay for a period of up to five (5) calendar days from the date of death.
- 38.5 Where a great aunt, aunt in law, great uncle, uncle in law, great niece, or great nephew and/or close cousin related by blood dies an Employee is entitled to one (1) working day of leave to attend the funeral services. Employees may utilize a leave of absence without pay or a Personal Leave day, in accordance with article 43.1, to attend the funeral of a close friend or Elder.

- 38.6 If, during a period of Employer paid personal or paid sick leave, an Employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay, the Employee shall be granted bereavement leave with pay and his or her paid personal or sick leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

ARTICLE 39 - EDUCATIONAL LEAVE WITH PAY

- 39.1 Employees enrolled in a university or additional qualifications course will be granted one (1) day's leave with pay per semester, when school is in session, to attend exams, study for exams, or to attend a meeting with their professor. This leave must be scheduled in advance of being taken and must be authorised by the School Principal or designate in writing.

ARTICLE 40 - MATERNITY AND PARENTAL LEAVE

- 40.1 An Employee who has completed six (6) consecutive months of continuous employment and who is eligible for Maternity and/or Parental Leave, shall be entitled to such leave in accordance with the qualifying terms and conditions of the *Canada Labour Code* as amended from time to time. Employees shall be provided with a Record of Employment to apply for Employment Insurance or Quebec Parental Insurance Plan Benefits for the period of leave(s).
- 40.2 An Employee who wishes to maintain his/her pension, and group health and disability benefits will be required to pay his/her portion of the premium cost and/or make the requisite payments to the pension plan in order for the Employer to maintain its portion of the premium cost and/or pension contributions. Payment shall be made by way of monthly post-dated cheques in advance of taking the leave. Benefits and pension plan contributions will be discontinued in the event that the Employee's cheque is returned not sufficient funds.

ARTICLE 41 - JURY LEAVE AND WITNESS UNDER SUBPOENA LEAVE

- 41.1 During the ten (10) month period, when school is in session, Employees shall be granted a leave of absence with pay, less any attendance monies paid to the Employee for those who are required:
- (a) to serve on a jury;
 - (b) by subpoena or summons to attend as a witness in any proceeding held in or under the authority of a Court of Justice or before a Grand Jury;
 - (c) before a Court, Justice, Magistrate, or Coroner;
 - (d) before the Senate or House of Commons, otherwise that in the performance of the duties of his or her position;

- (e) before a Legislative Council, Legislative Assembly or House of Assembly, or any Committee thereof that is authorized by law to compel the attendance of witnesses before it.
- 41.2 Employees are required to provide evidence as requested by the Employer to justify entitlement to leave with pay pursuant to this article.
- 41.3 This provision does not apply to Employees on lay-off or a leave of absence without pay, those receiving benefits under the *Workplace Safety and Insurance Act*, those on paid Sick Leave, Employees under suspension, or Employees on Maternity or Paternity Leave.
- 41.4 Leave of absence without pay or the utilization of banked personal leave credits will be granted to Employees who attend criminal or family court on personal rather than work-related matters.

ARTICLE 42 - POLITICAL LEAVE WITHOUT PAY

- 42.1 Political Leave shall be granted in accordance with the MCA Akwesasne Election Law, as amended from time to time.

ARTICLE 43 - PERSONAL LEAVE

- 43.1 Newly-hired Full-time Employees who have worked for two (2) consecutive months in the School Year shall receive up to sixteen (16) hours Personal Leave with pay each School Year to attend to personal matters. The request for Personal Leave shall be made in writing to the School Principal and permission shall not be unreasonably withheld. Personal Leave may not be taken on a working day immediately preceding or following a statutory or Board designated holiday or on a Professional Development day. Personal Leave days are not cumulative and may not be carried forward to the next School Year, nor are they paid out on termination of employment for any reason whatsoever. Such leave shall not be increments of less than four (4) hours, except as authorized by the Principal in exceptional circumstances.

ARTICLE 44 - RELIGIOUS AND CULTURAL LEAVE

- 44.1 Employees who celebrate bona fide religious and cultural holidays, other than the Christian holidays, will be entitled to utilize up to a maximum of two (2) days paid sick leave, paid personal leave, or unpaid leave for observance of such religious or cultural holidays.
- 44.2 The Employee shall be entitled to Traditional Aboriginal Leave in accordance with the qualifying terms and conditions of the *Canada Labour Code*, as amended from time to time.

ARTICLE 45 - OTHER LEAVES WITHOUT PAY

- 45.1 The Director of Education may grant a leave of absence without pay for personal needs including, but not limited to, the care and nurturing of pre-school children, for a period not to exceed twelve (12) months at his/her discretion.
- 45.2 Employees shall be entitled to unpaid Compassionate Care Leave of up to twenty-eight (28) weeks in accordance with the qualifying terms and conditions of the Canada Labour Code, as amended from time to time, and the Employee shall be provided with a Record of Employment for this purpose. The Employee shall be reinstated to the same position in the same school which was held prior to the leave if the return is within the same school year. If the return to work is in the next school year, then the annual staffing plan for the next school year will apply. The annual staffing plan is conditional upon projected enrolment.
- 45.3 To the extent that the Group Insured Benefits Plan (s) permit, an Employee who is granted leave under this Article has the option to pay both the Employee and the Employer shares of the premium cost of the Group Insured Benefits Plan(s) during such leave.

ARTICLE 46 - GENERAL AND COUNCIL DESIGNATED HOLIDAYS

- 46.1 Full-time Employees are entitled to payment of regular wages for all of the holidays listed below. The following days shall be designated paid holidays:
1. New Year's Day
 2. Good Friday
 3. Easter Monday
 4. Jake Fire Day
 5. Victoria Day
 6. Labour Day
 7. Canadian Thanksgiving
 8. American Thanksgiving substituted for Remembrance Day
 9. Friday immediately following American Thanksgiving*
 10. Christmas Day
 11. Boxing Day
 12. Family Day
 13. National Indigenous Day

*The school year will be extended by one day in June to accommodate the Friday holiday immediately following American Thanksgiving.

ARTICLE 47 - HOURS OF WORK AND CO-CURRICULAR / SUPERVISION EXPECTATIONS

- 47.1 Employees will be scheduled at work seven and one half (7.5) hours daily. Co-curricular activities are on a voluntary basis in order to build a relationship between staff, students and families. Instructional staff shall also be assigned supervision duties such as yard duty, hall duty, bus duty, lunchroom duty on a weekly basis and shall attend professional development activities as directed by the Employer, parent-teacher conferences, graduations, staff meetings and school open house events. The salary paid in accordance with Appendix "A" hereto, is inclusive of time spent in relation to all instructional time, co-curricular and other work-related activities.
- 47.2 The Employer shall discuss with the Component any changes to the starting and finishing times for bargaining unit members in advance of implementing any changes.

ARTICLE 48 - PREPARATION TIME

- 48.1 Fulltime teachers shall be entitled to two hundred (200) minutes of preparation time per week to be used for professional activities to support student learning. Preparation time is scheduled during regular instructional periods and the teacher must remain on site during preparation time. Preparation time shall be time free from classroom instruction, supervision or co-curricular activities.

ARTICLE 49 - EATING PERIOD

- 49.1 Employees shall be entitled to one (1) thirty (30) minute eating period per day, free from supervision or teaching duties.

ARTICLE 50 - OVERTIME

- 50.1 Only bargaining unit members in the TSS1 and TSS2 categories shall be paid overtime in accordance with the requirements of the *Canada Labour Code*, as amended from time to time.
- 50.2 All overtime must be authorized by the supervisor in advance of being worked.

ARTICLE 51 - PROFESSIONAL DEVELOPMENT

- 51.1 The Board shall determine the number of Professional Development (PD) days per school year and the activities that Employees are expected to participate in. The Board shall consider the recommendations of the Joint Consultation Committee with respect to appropriate PD activities. Professional Development days are considered regular work

days. The number of hours Employees are required to be present for PD days shall not exceed the number of hours in a regular school day.

ARTICLE 52 - CRIMINAL RECORDS CHECKS

- 52.1 The Employer is required to collect criminal background checks on its Employees in accordance with the Regulations of the Education Act of Ontario.
- 52.2 A CPIC Criminal Records Check or U.S.A. equivalent, that is satisfactory to the Employer, will be provided to the Employer at the time of hire, prior to commencement of employment.
- 52.3 During the month of September of each year an Annual Affirmation Forms will be provided to the Employer.
- 52.4 The Employer shall ensure that all records and information (including Annual Affirmation Forms and CPIC records or U.S.A. equivalent) obtained pursuant to the Education Act and Regulations are stored in a secure location and in a confidential manner.

ARTICLE 53 - CLOSING OF SCHOOLS

- 53.1 When the school(s) is closed by order of the Director of Education, Employees shall not be required to report to the School. Employees scheduled for an out of school Workday (i.e. training, professional development, meeting) are expected to be present at the off-site location even if their school is closed.
- 53.2 If already at the school, Employees are required to remain until all of the pupils are safely en route home. The determination of when pupils are safely en route shall be the determination of the School Principal.
- 53.3 In the event that bus transportation is cancelled due to inclement weather, but the school(s) remains open, Employees will make reasonable efforts to report to the school located nearest to their place of residence and will be assigned duties by the Principal. This provision does not apply to members who are assigned to work directly with high needs students. The Member shall report to the school if the student will be attending and if not, to a school closest to their residence. The Member shall contact the student's parent or guardian, to confirm attendance or not at school.
- 53.4 If the Employee decides it is too hazardous to travel and the Principal disagrees, then the Employee shall be deducted one (1) sick leave day from their sick leave account or personal leave from their personal leave account, or shall be given leave without pay for the day if the sick leave and personal leave accounts have been exhausted. The Employee shall indicate on their leave form whether they are utilizing sick leave or personal leave, otherwise it shall be leave without pay.

ARTICLE 54 - CLASS SIZE

54.1 The Employer will use reasonable efforts in accordance with its allocated funding from Indigenous Services Canada (ISC) to reduce class sizes and the Board shall ensure that the Board wide class size average complies with the Education Act of Ontario and regulations, as amended from time to time.

54.2 The target guideline for Board wide class size average is as follows:

K4 to K5	20
Grade 1 to Grade 3	22
Grade 4 to Grade 8	25

with an Educational Assistant assigned to K4 and K5 classes.

54.3 Teacher-Pupil Ratio Committee

There shall be a committee established to review class sizes and teacher-pupil ratios annually or when average class size exceeds the target guideline in Article 54.2 above. The Committee shall be comprised of two (2) representatives of the Union and two (2) representatives of the Employer. The Committee shall have the power to make recommendations to the Director of Education.

ARTICLE 55 - BRIDGE PASS

55.1 Members of the bargaining unit shall have the right to retain bridge pass privileges for the Three Nations Bridge Crossing for the duration of the school year in accordance with the requirements of the Seaway International Bridge Corporation.

ARTICLE 56 - SOCIAL JUSTICE FUND

56.1 Bargaining Unit Members who wish to contribute to the PSAC Social Justice Fund shall provide notice in writing to the Employer regarding the amount of such deduction to be deducted from regular salary payments.

ARTICLE 57 - HEALTH AND SAFETY

57.1 The Employer, the Employees, and the Union, recognize the obligation to maintain a safe and healthy workplace and also agree that safe work practices shall be governed by the requirements set out in the *Canada Labour Code* Part II – Occupational Health and Safety.

- 57.2 The Employer and the Union agree to inform the other party of the names of their selected Health and Safety Representatives and also agree to establish an equal number of representatives, not to be less than three (3) for the Employer and three (3) for the Union.

ARTICLE 58 - PERMANENT SCHOOL CLOSURE

- 58.1 The Employer shall meet to consult with the Union in advance of any permanent school closure. If a school closure results in a lay-off situation in the bargaining unit, Article 19 Layoff and Recall will apply.

ARTICLE 59 - TECHNOLOGICAL CHANGE

- 59.1 Technological changes will be accomplished in conformity with sections 51 to 55 inclusive, of the *Canada Labour Code*, as amended from time to time.
- 59.2 (a) Technological change means the introduction by the Employer into their work, undertaking or business of equipment or material of a different nature or kind than that previously utilized by the Employer in the operation of the work, undertaking or business; and
- (b) A change in the manner in which the Employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.

ARTICLE 60 – LEAVE FOR VICTIMS OF FAMILY VIOLENCE


- 60.1 The Employer shall grant leave for Victims of Family Violence in accordance with the *Canada Labour Code*, as amended from time to time.


ARTICLE 61 - DURATION & RENEWAL

- 61.1 This Agreement may be amended by mutual consent of the parties in writing.
- 61.2 Four year term: September 1, 2019 to August 31, 2023. All terms take effect upon ratification of the Agreement by the Parties, save and except wages which shall be retroactive as indicated.

61.3 Either Party may give notice to bargain to the other Party in writing, during the last six (6) months immediately preceding the date of expiration of the term of the Collective Agreement.


FOR THE UNION

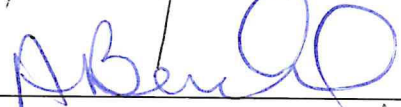


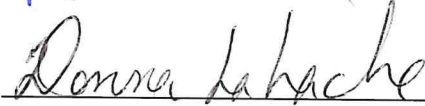


DATE: 2/22/2021

FOR THE EMPLOYER







DATE: 12/16/2020

Appendix "A"

RE: SALARY GRID

All employees who are not at the top of the grid, shall move one step on the grid as of the first of September annually.

All employees who are over the top of the grid or whose wages exceed the salary grid, shall be red circled until the salary grid catches up and shall receive a lump sum payment equal to the percentage that the grid increases annually.

All terms to take effect upon ratification, except retroactive wage increases as otherwise indicated.

Ahkwesahsne Mohawk Board of Education

Appendix A

Instructional Salary Grid

2019-2020

2.0% effective September 1, 2019

	EA1	EA2	ECE	UTT	ML1	TS1	ML2	TS2	TS3
Years of Experience	Educational Assistant Support 1 EA's with Grade 12 and no post secondary diploma	Educational Assistant Support 2 EA's with 2 year college diploma or post secondary degree	Early Childhood Educator (ECE) Headstart, K4 Teachers with 2 year ECE diploma	Uncertified Teacher Term Term teacher no certification, no undergraduate degree	Mohawk Language 1 Not a certified teacher but has language. High School with 2 years Language Training	Ontario College of Teachers Education Qualification w/out degree OR Bachelor's degree w/out Teachers certification OR 4 year BA degree with Teacher Certification	Mohawk Language 2 Bachelor's not related Education. Has Kaniekeha Language	5 years of Teacher Education w/ Teaching Qualification, Permit or Certification. Ontario: Bachelor's + B. Ed Quebec: 5 year B. Ed. NYS: Bachelor's + Master's	6 Years of Teacher Education TS2 + one of the following: -2 AQ Specialists -NYS:2nd Master's -Ontario: BA, B. Ed, Master's - Certificate of Advanced Studies - Doctorate
	\$	\$	\$	\$	\$	\$	\$	\$	\$
1	\$26,519	\$32,577	\$39,978	\$42,636	\$44,635	\$48,865	\$55,550	\$61,896	\$64,991
2	\$27,579	\$33,879	\$42,011	\$44,555	\$46,905	\$50,495	\$57,403	\$63,526	\$66,702
3	\$28,407	\$35,183	\$44,045	\$46,560	\$49,176	\$52,122	\$59,252	\$65,154	\$68,411
4	\$29,260	\$36,348	\$46,077	\$48,655	\$51,446	\$53,753	\$61,005	\$66,782	\$70,122
5	\$30,136	\$37,789	\$48,110	\$50,844	\$53,715	\$55,707	\$63,328	\$68,738	\$72,174
6	\$31,040	\$39,093	\$50,142	\$53,132	\$55,984	\$57,663	\$65,551	\$70,693	\$74,227
7		\$40,396	\$52,176	\$55,523	\$58,254	\$59,616	\$67,772	\$72,647	\$76,280
8		\$41,700	\$54,209	\$58,022	\$60,525	\$61,896	\$70,363	\$74,926	\$78,674
9			\$56,241	\$60,633	\$62,793	\$64,176	\$72,956	\$77,208	\$81,068
10			\$58,275	\$63,361	\$65,064	\$66,457	\$75,548	\$79,488	\$83,462
11			\$60,306	\$66,212	\$67,332	\$69,062	\$78,509	\$82,094	\$86,199
12 +			\$62,339	\$69,192	\$69,602	\$71,668	\$81,473	\$84,701	\$88,935

Ahkwesahsne Mohawk Board of Education

Appendix A

Instructional Salary Grid

2020-2021

1.5% effective September 1, 2020

	EA1	EA2	ECE	UTT	ML1	TS1	ML2	TS2	TS3
Years of Experience	Educational Assistant Support 1 EA's with Grade 12 and no post secondary diploma	Educational Assistant Support 2 EA's with 2 year college diploma or post secondary degree	Early Childhood Educator (ECE) Headstart, K4 Teachers with 2 year ECE diploma	Uncertified Teacher Term Term teacher no certification, no undergraduate degree	Mohawk Language 1 Not a certified teacher but has language. High School with 2 years Language Training	TS1 Ontario College of Teachers Education Qualification w/out degree OR Bachelor's degree w/out Teachers certification OR 4 year BA degree with Teacher Certification	Mohawk Language 2 Bachelor's not related Education. Has Kanieheha Language	5 years of Teacher Education w/ Teaching Qualification, Permit or Certification. Ontario: Bachelor's + B. Ed Quebec: 5 year B. Ed. NYS: Bachelor's + Master's	6 Years of Teacher Education TS2 + one of the following: -2 AC Specialists -NYS:2nd Master's -Ontario: BA, B. Ed, Master's - Certificate of Advanced Studies - Doctorate
	\$	\$	\$	\$	\$	\$	\$	\$	\$
1	\$26,917	\$33,065	\$40,578	\$43,276	\$45,305	\$49,598	\$56,383	\$62,824	\$65,966
2	\$27,992	\$34,387	\$42,641	\$45,223	\$47,608	\$51,253	\$58,264	\$64,478	\$67,702
3	\$28,833	\$35,711	\$44,705	\$47,258	\$49,914	\$52,904	\$60,141	\$66,131	\$69,438
4	\$29,699	\$36,893	\$46,769	\$49,385	\$52,217	\$54,559	\$61,920	\$67,784	\$71,174
5	\$30,588	\$38,356	\$48,832	\$51,607	\$54,521	\$56,543	\$64,278	\$69,769	\$73,257
6	\$31,505	\$39,679	\$50,894	\$53,929	\$56,823	\$58,528	\$66,535	\$71,754	\$75,341
7		\$41,002	\$52,959	\$56,356	\$59,128	\$60,510	\$68,788	\$73,737	\$77,424
8		\$42,325	\$55,022	\$58,892	\$61,433	\$62,824	\$71,418	\$76,050	\$79,854
9			\$57,084	\$61,542	\$63,735	\$65,139	\$74,050	\$78,366	\$82,284
10			\$59,149	\$64,312	\$66,040	\$67,454	\$76,682	\$80,680	\$84,713
11			\$61,211	\$67,206	\$68,342	\$70,098	\$79,687	\$83,325	\$87,492
12 +			\$63,274	\$70,230	\$70,646	\$72,743	\$82,695	\$85,971	\$90,269

Ahkwesahsne Mohawk Board of Education

Appendix A

Instructional Salary Grid

2021-2022

1.5% effective September 1, 2021

	EA1	EA2	ECE	UTT	ML1	TS1	ML2	TS2	TS3
Years of Experience	Educational Assistant Support 1 EA's with Grade 12 and no post secondary diploma	Educational Assistant Support 2 EA's with 2 year college diploma or post secondary degree	Early Childhood Educator (ECE) Headstart, K4 Teachers with 2 year ECE diploma	Uncertified Teacher Term Term teacher no certification, no undergraduate degree	Mohawk Language 1 Not a certified teacher but has language. High School with 2 years Language Training	Ontario College of Teachers Education Qualification w/out degree OR Bachelor's degree w/out Teachers certification OR 4 year BA degree with Teacher Certification	Mohawk Language 2 Bachelor's not related Education. Has Kanieheha Language	5 years of Teacher Education w/ Teaching Qualification, Permit or Certification. Ontario: Bachelor's + B. Ed Quebec: 5 year B. Ed. NYS: Bachelor's + Master's	6 Years of Teacher Education TS2 + one of the following: -2 AC Specialists -NYS:2nd Master's -Ontario: BA, B. Ed, Master's -Certificate of Advanced Studies -Doctorate
	\$	\$	\$	\$	\$	\$	\$	\$	\$
1	\$27,321	\$33,561	\$41,186	\$43,925	\$45,984	\$50,342	\$57,229	\$63,766	\$66,956
2	\$28,412	\$34,903	\$43,281	\$45,901	\$48,322	\$52,021	\$59,138	\$65,446	\$68,718
3	\$29,266	\$36,246	\$45,376	\$47,967	\$50,663	\$53,697	\$61,043	\$67,123	\$70,479
4	\$30,144	\$37,446	\$47,470	\$50,125	\$53,001	\$55,378	\$62,849	\$68,801	\$72,241
5	\$31,047	\$38,931	\$49,564	\$52,381	\$55,339	\$57,391	\$65,242	\$70,815	\$74,356
6	\$31,978	\$40,274	\$51,658	\$54,738	\$57,676	\$59,405	\$67,533	\$72,830	\$76,471
7		\$41,617	\$53,753	\$57,201	\$60,015	\$61,418	\$69,820	\$74,843	\$78,585
8		\$42,960	\$55,847	\$59,775	\$62,354	\$63,766	\$72,489	\$77,191	\$81,052
9			\$57,941	\$62,465	\$64,691	\$66,116	\$75,161	\$79,541	\$83,518
10			\$60,036	\$65,276	\$67,030	\$68,466	\$77,832	\$81,890	\$85,984
11			\$62,129	\$68,214	\$69,367	\$71,150	\$80,882	\$84,575	\$88,805
12 +			\$64,224	\$71,283	\$71,705	\$73,834	\$83,935	\$87,261	\$91,623

Ahkwesahsne Mohawk Board of Education

Appendix A

Instructional Salary Grid

2022-2023

1.75% effective September 1, 2022

	EA1	EA2	ECE	UTT	ML1	TS1	ML2	TS2	TS3
Years of Experience	Educational Assistant Support 1 EA's with Grade 12 and no post secondary diploma	Educational Assistant Support 2 EA's with 2 year college diploma or post secondary degree	Early Childhood Educator (ECE) Headstart, K4 Teachers with 2 year ECE diploma	Uncertified Teacher Term Term teacher no certification, no undergraduate degree	Mohawk Language 1 Not a certified teacher but has language. High School with 2 years Language Training	Ontario College of Teachers Education Qualification w/out degree OR Bachelor's degree w/out Teachers certification OR 4 year BA degree with Teacher Certification	Mohawk Language 2 Bachelor's not related Education. Has Kaniekeha Language	5 years of Teacher Education w/ Teaching Ontario: Bachelor's + B. Ed Quebec: 5 year B. Ed. NYS: Bachelor's + Master's	6 Years of Teacher Education TS2 + one of the following: -2 AQ Specialists -NYS: 2nd Master's -Ontario: BA, B. Ed, Master's -Certificate of Advanced Studies -Doctorate
	\$	\$	\$	\$	\$	\$	\$	\$	\$
1	\$27,799	\$34,149	\$41,907	\$44,693	\$46,789	\$51,223	\$58,231	\$64,882	\$68,127
2	\$28,910	\$35,514	\$44,038	\$46,705	\$49,168	\$52,932	\$60,172	\$66,591	\$69,921
3	\$29,778	\$36,881	\$46,170	\$48,806	\$51,549	\$54,637	\$62,111	\$68,297	\$71,713
4	\$30,672	\$38,102	\$48,301	\$51,003	\$53,928	\$56,347	\$63,949	\$70,005	\$73,506
5	\$31,590	\$39,612	\$50,432	\$53,298	\$56,307	\$58,395	\$66,384	\$72,055	\$75,657
6	\$32,537	\$40,979	\$52,562	\$55,696	\$58,685	\$60,445	\$68,714	\$74,104	\$77,809
7		\$42,345	\$54,694	\$58,202	\$61,065	\$62,493	\$71,042	\$76,153	\$79,960
8		\$43,712	\$56,825	\$60,821	\$63,445	\$64,882	\$73,758	\$78,542	\$82,470
9			\$58,955	\$63,558	\$65,823	\$67,273	\$76,476	\$80,933	\$84,979
10			\$61,087	\$66,419	\$68,203	\$69,664	\$79,194	\$83,323	\$87,489
11			\$63,217	\$69,407	\$70,581	\$72,395	\$82,298	\$86,055	\$90,359
12 +			\$65,347	\$72,531	\$72,960	\$75,127	\$85,404	\$88,788	\$93,226

** Any employee above the grid will be red circled until the grid catches up to their current rate of pay. Such employees shall be provided with a one time lump sum payment equivalent to the percentage annual increase. This payment shall be made in March of the school year.*

*** Wages increases are retroactive for those bargaining unit members employed as of the date of ratification.*

Ahkwesahsne Mohawk Board of Education Appendix C School Counselor Salary Grid - 2019-2020 2% effective September 1, 2019		
	School Counselor 1	School Counselor 2
Years of Experience	2 year College Diploma	Bachelor of Arts
	\$	\$
1	\$39,478	\$48,336
2	\$40,465	\$50,148
3	\$41,477	\$52,029
4	\$42,514	\$53,980
5	\$43,576	\$56,004
6	\$44,666	\$58,104
7	\$45,783	\$60,283
8	\$46,927	\$62,544
9	\$48,100	\$64,889
10	\$49,303	\$67,322
11	\$50,535	\$69,847
12 +	\$51,799	\$72,466

Ahkwesahsne Mohawk Board of Education Appendix C School Counselor Salary Grid - 2020-2021 1.5% effective September 1, 2020		
	School Counselor 1	School Counselor 2
Years of Experience	2 year College Diploma	Bachelor of Arts
	\$	\$
1	\$40,070	\$49,061
2	\$41,072	\$50,900
3	\$42,099	\$52,809
4	\$43,151	\$54,789
5	\$44,230	\$56,844
6	\$45,336	\$58,976
7	\$46,469	\$61,187
8	\$47,631	\$63,482
9	\$48,822	\$65,862
10	\$50,042	\$68,332
11	\$51,293	\$70,895
12 +	\$52,576	\$73,553

Ahkwesahsne Mohawk Board of Education Appendix C School Counselor Salary Grid - 2021-2022 1.5% effective September 1, 2021		
	School Counselor 1	School Counselor 2
Years of Experience	2 year College Diploma	Bachelor of Arts
	\$	\$
1	\$40,671	\$49,797
2	\$41,688	\$51,664
3	\$42,730	\$53,601
4	\$43,799	\$55,611
5	\$44,894	\$57,697
6	\$46,016	\$59,860
7	\$47,166	\$62,105
8	\$48,345	\$64,434
9	\$49,554	\$66,850
10	\$50,793	\$69,357
11	\$52,063	\$71,958
12 +	\$53,364	\$74,657

Ahkwesahsne Mohawk Board of Education Appendix C School Counselor Salary Grid - 2022-2023 1.75% effective September 1, 2022		
	School Counselor 1	School Counselor 2
Years of Experience	2 year College Diploma	Bachelor of Arts
	\$	\$
1	\$41,383	\$50,668
2	\$42,418	\$52,568
3	\$43,478	\$54,539
4	\$44,565	\$56,585
5	\$45,679	\$58,706
6	\$46,821	\$60,908
7	\$47,992	\$63,192
8	\$49,191	\$65,562
9	\$50,421	\$68,020
10	\$51,682	\$70,571
11	\$52,974	\$73,217
12 +	\$54,298	\$75,963

** Any employee above the grid will be red circled until the grid catches up to their current rate of pay. Such employees shall be provided with a one time lump sum payment equivalent to the percentage annual increase. This payment shall be made in March of the school year.*

*** Wages increases are retroactive for those bargaining unit members employed as of the date of ratification.*

Ahkwesahsne Mohawk Board of Education

Appendix B

Speech Pathologist Salary Grid 2019-2020

2% effective September 1, 2019

	SP
Years of Experience	Speech Pathologist
	Enter Criteria Here
	\$
1	\$63,497
2	\$64,907
3	\$66,348
4	\$67,820
5	\$69,326
6	\$70,865
7	\$72,438
8	\$74,046
9	\$75,690
10	\$77,371
11	\$79,088
12 +	\$80,844

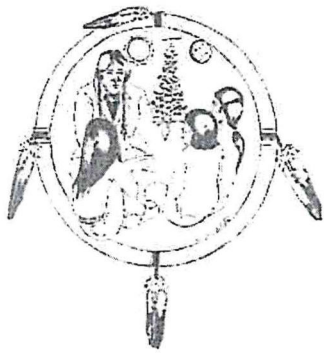
Ahkwesahsne Mohawk Board of Education Appendix B Speech Pathologist Salary Grid 2020-2021 1.5% effective September 1, 2020	
	SP
Years of Experience	Speech Pathologist
	Enter Criteria Here
	\$
1	\$64,449
2	\$65,880
3	\$67,343
4	\$68,838
5	\$70,366
6	\$71,928
7	\$73,525
8	\$75,157
9	\$76,826
10	\$78,531
11	\$80,275
12 +	\$82,057

Ahkwesahsne Mohawk Board of Education Appendix B Speech Pathologist Salary Grid 2021-2022 1.5% effective September 1, 2021	
	SP
Years of Experience	Speech Pathologist
	Enter Criteria Here
	\$
1	\$65,416
2	\$66,868
3	\$68,353
4	\$69,870
5	\$71,421
6	\$73,007
7	\$74,628
8	\$76,285
9	\$77,978
10	\$79,709
11	\$81,479
12 +	\$83,288

Ahkwesahsne Mohawk Board of Education Appendix B Speech Pathologist Salary Grid 2022-2023 1.75% effective September 1, 2022	
	SP
Years of Experience	Speech Pathologist
	Enter Criteria Here
	\$
1	\$66,561
2	\$68,039
3	\$69,549
4	\$71,093
5	\$72,671
6	\$74,285
7	\$75,934
8	\$77,620
9	\$79,343
10	\$81,104
11	\$82,905
12 +	\$84,745

** Any employee above the grid will be red circled until the grid catches up to their current rate of pay. Such employees shall be provided with a one time lump sum payment equivalent to the percentage annual increase. This payment shall be made in March of the school year.*

*** Wages increases are retroactive for those bargaining unit members employed as of the date of ratification.*



Akwesasne Mohawk Board of Education

Resolution 2020/2021 – # 10

Acceptance of the Public Service Alliance of Canada Collective Agreement

Moved by: Shedene Gibson ☒ Carried Unanimously
Seconded by: Josephine Herne
Approved: ___ For and ___ Against
Rescinded: ___ For and ___ Against
☐ Carried or ☐ Defeated

WHEREAS, the Mohawk Council of Akwesasne (MCA) first entered into a collective agreement with the Public Service Alliance of Canada (PSAC) the certified bargaining agent for teachers, teaching support staff and certain non-teaching staff employed at the Akwesasne Mohawk Board of Education (AMBE) in September 2008;

AND WHEREAS, a new agreement has been negotiated for 4 years by a team which consisted of the following; Donna Lahache, Director of Education; Lynn Roundpoint, HR Generalist; Belinda Koostachin, HR Manager; Owen Benedict, Superintendent of Financial Operations and representatives of Emond Harmen;

AND WHEREAS, the duration will begin September 1, 2019 and expiring on August 31, 2023;

THEREFORE BE IT RESOLVED, that MCA hereby authorizes the Grand Chief to sign the attached Collective Agreement on behalf of Council.

Board Certification:

I certify that the foregoing resolution was duly adopted by the AMBE Board of Trustees at a properly noticed Regular Meeting held on the 30th day of November, 2020, at which a quorum was present.

[Signature]
Board Trustee, Chairperson

[Signature]
Board Trustee, Vice-Chairperson

November 30th 2020
Date