

COLLECTIVE AGREEMENT

BETWEEN

MOHAWK COUNCIL OF AKWESASNE
(Ahkwesahsne Mohawk Board of Education)



AND

THE PUBLIC SERVICE ALLIANCE OF CANADA



From: September 1, 2023
To: August 31, 2028

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VISION STATEMENT

Motto:

“Iethihahon:nien – We Make the Road for Them”

Our motto encompasses our vision and mandate of providing our children with the highest quality education possible and building a road for them that will lead to success.

Mission:

To provide Mohawk students with an education that is inclusive in nature, based on the highest quality of instructional practices, and is steeped in our Hotinoshon:ni customs and our Kanien'keha language. The AMBE believes in ensuring a safe and inclusive learning environment, where every student is given the opportunity to participate and is valued. We will prepare our students for the future by providing them with the knowledge, skills and values they will require to successfully respond to an ever-changing world.

Values:

We expect all our staff, student and stakeholder interactions to be guided by a compass of:

- Respect
- Integrity
- Equality
- Empowerment
- Inclusion

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 Ahkwasasne 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 Ahkwasasne 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 Ahkwasasne 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 Ahkwasasne 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;
 - (c.1) “Component” means Union of National Employees (UNE).

- (d) “Director” means the Director of Education;
- (e) “Educational Assistant” (“EA”) means Employees hired to assist classroom teachers with instructional duties and student needs;
- (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;
- (l.1) “Mentor Teacher” means a Teacher with seniority and expertise appointed by the Board to support and mentor new Teachers working at the Board.
- (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 set out in the calendar approved by the Board and communicated to employees by June 15 preceding the start of the school year extending from September 1st to August 31st of the following year and includes the number of instructional days and professional development days as determined by the Board;

- (r) “Spouse” will, when required, be interpreted to include “common law partner”;
- (r.1) “Student Integration Aide” provides physical, emotional and education support to students with social, emotional and/or learning difficulties.
- (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 four (4) 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. For clarity, a Term Employee is eligible for leaves in accordance with the *Canada Labour Code*, as amended from time to time.
- (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.
- (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 thirty (30) minute break.

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 Local President and Component within twenty (20) school days of commencement of employment 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 digital PDF copies of the current AMBE and applicable 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 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 or violence in the workplace. In accordance with Part II of the *Canada Labour Code*, as amended from time to time, harassment and violence are defined as any action, conduct or comment, including of a sexual nature, that can reasonably be expected to cause offence, humiliation or other physical or psychological injury or illness to an employee, including any prescribed action, conduct or comment. This includes all types of harassment and violence, including sexual harassment, sexual violence, and domestic violence. 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 any individual including one 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 harassed, discriminated, or committed a violent act against 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.
- 11.6 It is further recognized that certain employees, while in the workplace may be at risk of physical or verbal violence. Where such risk exists, the Employer and Joint Health Safety Committee shall jointly carry out a workplace assessment of risk factors and the development and implementation of preventative measures in accordance with the *Canada Labour Code*, as amended and its regulations. The employer and the Joint Health Safety Committee will also jointly develop or identify the training on workplace harassment and violence that is to be provided in accordance with the *Canada Labour Code*, as amended and its regulations.

ARTICLE 12 – INDIGENOUS 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, which will include the Director of Education or designate, and three (3) Employee representatives. The Local 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 Local shall be Co-Chairs of the Committee. The Chair shall alternate between the Employer and the Local Representative. The Employer shall provide a minute taker for the meetings.
- 13.2 The Committee shall meet once each school term to discuss matters of interest to either party in the workplace other than grievances or collective bargaining. The Committee shall discuss matters of common interest regarding all three (3) schools.
- 13.3 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. Minutes of the meetings will be reviewed by the Co-Chairs and once approved, will be circulated to the rest of the committee within eight (8) weeks of the meeting date. Deadlines for the agenda and minutes may be extended upon mutual agreement.
- 13.4 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 Procedure

Prior to submission of a formal grievance, an Employee or Employees must discuss the matter of concern with the School Principal. This step may be waived if the Employee or Employees allege in the matter of concern that they were subject to workplace discrimination, harassment or violence by the School Principal.

The Parties may at any time during the grievance process 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 their 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.

For clarity, if the grievance alleges that the grievor was subject to workplace discrimination, harassment or violence by the School Principal, Human Resources Representative, Director of Education or designate, as the case may be, the Board shall designate another representative to attend the Step 1 and/or Step 2 meeting.

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 they wish, 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 they wish, 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 their 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 upon request. 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 their 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 eighteen (18) months, provided that there has been no other disciplinary action placed on the file in the intervening period. This period will automatically be extended by the length of any period of leave in excess of fourteen (14) days.

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 provided to the Local and Component and 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 their 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 their 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 their 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 December 1st of the year preceding the year that 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 one (1) 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 assessed every three (3) years by the School Principal or designate. For clarity, the designate shall not be a member of the bargaining unit. This timeline will be adjusted in the event of exceptional circumstances or if a teacher is on an authorized leave of absence. The Employer reserves the right to assess on a more frequent basis where there are demonstrated issues of concern that have been raised with the Teacher in advance and require more immediate attention in a performance appraisal.
- 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 Indigenous 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

Employees may request a transfer to a different classroom assignment for the following School Year according to the process outlined in this Article.

- (a) 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.
- (b) 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 by March 15th.
- (c) 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 Board 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 in writing of the reassignment or transfer, the Employer shall advise the Local Union President in writing.

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 in excess of sixty (60) days, the Article 19 recall process shall apply.
- (c) Employees returning from an approved leave of absence of less 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 greater than three (3) months or 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 Board 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, all science fairs and all paid holidays. The School Year shall include the number of instructional days and professional development days as determined by the Board. 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 will be credited with one (1) year of continuous service for every one (1) year of relevant teaching experience at the date of hire.

Relevant teaching experience means teaching experience (including long-term occasional assignment) in an elementary school or secondary school in Canada or in the United States of America and other related experience in a profession, industry or trade deemed relevant by the Employer to the Employee's assignment.

- 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.
- 31.5 Progression on the salary grid
- 31.5.1 Employees shall progress one step on the salary grid as of the first of September of each school year if they were actively at work during the proceeding school year.
- 31.5.2 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.
- 31.5.3 Employees on an authorized leave set out in the *Canada Labour Code*, as amended, or in the Collective Agreement (with the exception of the leave set out in article 42 – Political Leave Without Pay) are considered to be actively at work for the purposes of article 31.5.1.

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 United States of America, respectively.
- 32.2 All teachers except Kanien'kéha Language Teachers shall be members in good standing in either the Ontario College of Teachers, the Quebec Ministère de l'Éducation or the applicable United States of America 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 they 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 their 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 fifteen (15) days per school year.
- 36.6 Employees shall be entitled to receive leave without pay for Union business as set out above unless otherwise stipulated herein or elsewhere in this Agreement. Where leave without pay is granted, the Employees shall suffer no loss of pay during such leave and Union will reimburse the Employer for these costs within the Employer's standard Accounts Receivable terms.

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 organ donation, medical appointment during working hours, 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 x1.5 day/month) to a maximum of two hundred (200) workdays in the Employee's Sick leave Account. In no case, shall the Employee's Sick leave Account exceed a maximum of two hundred (200) workdays or a maximum of 1,500 hours.
- 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 Sick Leave is not paid out upon termination for any reason whatsoever except in accordance with the Retirement Gratuity.
- 37.6 An Employee is eligible for Sick Leave with pay, when they are 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.
- 37.7 Upon return from Sick Leave the Employee must provide a Leave Form to their School Principal.
- 37.8 If the period of Sick Leave requested exceeds five (5) consecutive workdays, the Employee may be required to provide a medical certificate from their treating physician indicating the Employee was unfit to work during the period of illness.
- 37.9 For clarity, the paid leave under this article will be counted towards the Employee's entitlement to paid medical leave in each leave year under the *Canada Labour Code*, as amended from time to time.
- 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 their 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 leave with pay for a period of up to ten (10) calendar days.

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.

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 they would have been eligible for bereavement leave with pay, the Employee shall be granted bereavement leave with pay and their paid personal or sick leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.
- 38.7 Bereavement leave:
- a) May be taken in one or two periods and ends six (6) weeks after the date of the funeral, burial, or memorial service and,
 - b) May not be taken for a period of less than one day's duration.
- 38.8 Bereavement leave may also be taken to attend to estate matters provided that it occurs within the period specified in Article 38.7 a).

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 Employees are eligible for maternity and/or parental 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 their pension, and group health and disability benefits will be required to pay their 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 their 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 two (2) Workdays Personal Leave with pay each School Year to attend to personal matters. The request for Personal Leave shall be made at least forty-eight (48) hours in advance. The request shall be sent by email to the School Principal or designate. The School Principal or designate shall respond in writing within forty-eight (48) hours of the request 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. All unused leave shall be paid out at the end of each School Year. Such leave shall not be increments of less than a half day, 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 their 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 People's Day
 14. National Day for Truth and Reconciliation

*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. At least one period of preparation time per instructional day shall be free from professional development.

ARTICLE 49 – EATING PERIOD

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

ARTICLE 50 – OVERTIME

- 50.1 Only Educational Assistant (EA1 and EA2) 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 All Employees shall be required to provide a level 3 vulnerable sector background check (CPIC) or equivalent, and Annual Affirmation Forms as required by the Employer. The Employer shall ensure that the information collected pursuant this article is 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 students are safely on route home. The determination of when students are safely on 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 article 54.2.

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-Student Ratio Committee

There shall be a committee established to review class sizes and teacher-student 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 the *Canada Labour Code*, as amended from time to time.

- (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 recognizes that employees sometime face situations of violence or abuse in their personal life that may affect their attendance and performance at work. Therefore, the Employer is committed to providing support to employees who experience domestic and/or family violence.

Domestic Violence is any form of violence between intimate partners. The violence can be defined as any form of physical, sexual, emotional or psychological abuse, including financial control, stalking, harassment, bullying or any other behaviour that abuses, devalues or humiliates. It occurs between mixed or same sex people who may or may not be married, common law, or living together. It can also continue to happen after a relationship has ended. It can be a single act of violence, or a number of acts that form a pattern of abuse.

Family Violence is any form of violence between family members. Violence can be physical, sexual, emotional or psychological abuse, including financial control, stalking, harassment, bullying or any other behavior that abuses, devalues or humiliates. It can be a single act of violence, or a number of acts that form a pattern of abuse.

Sexual Violence means any conduct of a sexual nature or act targeting an individual's sexuality, gender identity or gender expression that is committed, threatened or attempted against an individual without the individual's consent, and includes sexual assault, sexual harassment, stalking, indecent exposure, voyeurism, sexual exploitation, and sexual


solicitation, and may include an act that occurs online or in the context of domestic or intimate partner relationships.

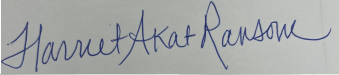
- (a) Upon request, an employee who is subject to domestic and/or family violence or who is the parent of a child who is subject to domestic and/or family violence shall be granted up to five (5) days of paid domestic violence leave and five (5) unpaid days of domestic violence leave in order to enable the employee to seek care and support for themselves or their children in respect of a physical or psychological injury, to attend and legal proceedings and to undertake any other necessary activities.
- (b) An employee is not entitled to this leave if the employee committed domestic, family or sexual violence.
- (c) All other provisions of the *Canada Labour Code*, as amended from time to time, with respect to Family Violence leave, shall apply.


ARTICLE 61 – DURATION & RENEWAL


- 61.1 This Agreement may be amended by mutual consent of the parties in writing.
- 61.2 Five (5) year term: September 1, 2023, to August 31, 2028. 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






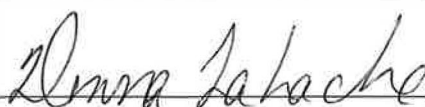




DATE: October 2, 2024

FOR THE EMPLOYER



Mose A. Herne, Exec Dir.


DATE: Sep 27, 2024

LETTER OF UNDERSTANDING

MOHAWK COUNCIL OF AKWESASNE
(Ahkwesahsne Mohawk Board of Education)

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA

Whereas mentorship is an effective process to assist new Teachers as they enter the profession;

Whereas the Employer and Union wish to implement a mentorship program for the benefit of new Teachers hired by AMBE; and

Whereas the Employer wishes to recognize Teachers who volunteer as mentors in recognition of their efforts;

NOW THEREFORE:

1. A Certified Teacher that expresses a willingness to be considered as a Mentor Teacher may be appointed by the Board to be a Mentor Teacher. Only a Teacher who indicates a willingness to act as a mentor will be assigned to be a Mentor Teacher.
2. In order to be considered as a Mentor Teacher, the Teacher must have reached the grade of “Exceeds Standards” in at least two (2) Professional Growth Standards on their last performance appraisal.
3. A Teacher selected to be a Mentor Teacher shall be assigned a mentee in accordance with their area of expertise. The assignment is for one entire Term.
4. A Mentor Teacher shall receive a stipend* along the following formula provided that they were a Mentor Teacher for the entire Term:

Number of Mentee	Stipend
1	\$500.00
2	\$750.00
3	\$1,000.00

**Less necessary deductions. Payable at the end of the term provided that the Mentor Teacher has submitted the required documentation to the Board.*

5. The Employer reserves the right to assign non-bargaining unit employees to act as Mentor Teacher. A bargaining unit employee who meets the requirements set out in paras

(1) and (2) of this Letter of Understanding will be considered on a priority basis to act as a Mentor Teacher.

6. This Letter of Understanding shall expire with the Collective Agreement unless it is renewed by mutual agreement of the Parties.

FOR THE UNION

Harriet Akat Ransom

Shelly Thompson

R. Baskerville

DATE: October 2, 2024

FOR THE EMPLOYER

M. A. Helme
M. A. Helme, Exec Dir.

Denna Kahache

DATE: Oct 27, 2024

SALARY GRIDS

Ahkwesahsne Mohawk Board of Education

Instructional Salary Grid 2023-2024

Effective September 1, 2023

	EA1	EA2	SIA	SIL	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	Student Integration Aide Secondary school Diploma +2 years related work experience	Student Integration Lead 2 year college diploma related to education, counselling or youth/social worker +2 years related work experience, or Grade 12 Diploma +5 years work experience in a school setting	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 Kaniekcha 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	\$34,519	\$40,979	\$43,202	\$46,658	\$48,301	\$51,003	\$53,928	\$56,347	\$63,949	\$70,005	\$73,506
2	\$35,554	\$42,345	\$44,498	\$48,058	\$50,432	\$53,298	\$56,307	\$58,395	\$66,384	\$72,055	\$75,657
3	\$36,621	\$43,712	\$45,833	\$49,500	\$52,562	\$55,696	\$58,685	\$60,445	\$68,714	\$74,104	\$77,809
4	\$37,719	\$45,023	\$47,208	\$50,985	\$54,694	\$58,202	\$61,065	\$62,493	\$71,042	\$76,153	\$79,960
5	\$38,851	\$46,374	\$48,624	\$52,514	\$56,825	\$60,821	\$63,445	\$64,882	\$73,758	\$78,542	\$82,470
6	\$40,016	\$47,765	\$50,083	\$54,090	\$58,955	\$63,558	\$65,823	\$67,273	\$76,476	\$80,933	\$84,979
7	\$41,217	\$49,198	\$51,585	\$55,712	\$61,087	\$66,419	\$68,203	\$69,664	\$79,194	\$83,323	\$87,489
8	\$42,453	\$50,674	\$53,133	\$57,384	\$63,217	\$69,407	\$70,581	\$72,395	\$82,298	\$86,055	\$90,359
9	\$43,727	\$52,194	\$54,727	\$59,105	\$65,347	\$72,531	\$72,960	\$75,127	\$85,404	\$88,788	\$93,226
10	\$45,039	\$53,760	\$56,369	\$60,878	\$67,307	\$74,707	\$75,149	\$77,381	\$87,966	\$91,452	\$96,023
11	\$46,390	\$55,373	\$58,060	\$62,705	\$69,327	\$76,948	\$77,403	\$79,702	\$90,605	\$94,195	\$98,903
12 +	\$47,782	\$57,034	\$59,802	\$64,586	\$71,406	\$79,257	\$79,725	\$82,093	\$93,323	\$97,021	\$101,871

Ahkwesahsne Mohawk Board of Education
Instructional Salary Grid 2024-2025
1.5% Effective September 1, 2024

	EA1	EA2	SIA	SIL	ECE	UTT	ML1	TS1	ML2	TS2	TS3	
Years of Experience	Educational Assistant Support 1	Educational Assistant Support 2	Student Integration Aide	Student Integration Lead	Early Childhood Educator (ECE)	Uncertified Teacher Term	Mohawk Language 1	Ontario College of Teachers Education Qualification w/out degree	Mohawk Language 2	5 years of Teacher Education w/ Teaching Qualification, Permit or Certification.	6 Years of Teacher Education	
	EA's with Grade 12 and no post secondary diploma	EA's with 2 year college diploma or post secondary degree	Secondary school Diploma +2 years related work experience	2 year college diploma related to education, counselling or youth/social worker +2 years related work experience, or Grade 12 Diploma +5 years work experience in a school setting	Headstart, K4 Teachers with 2 year ECE diploma	Term teacher no certification, no undergraduate degree	Not a certified teacher but has language. High School with 2 years Language Training	OR Bachelor's degree w/out Teachers certification OR 4 year BA degree with Teacher Certification	Bachelor's not related Education. Has Kaniekeha Language	Ontario: Bachelor's + B. Ed Quebec: 5 year B. Ed. NYS: Bachelor's + Master's	TS2 + one of the following: -2 AQ Specialists -NYS: 2nd Master's - Ontario: BA, B. Ed, Master's -Certificate of Advanced Studies -Doctarate	
	1	\$35,037	\$41,594	\$43,850	\$47,358	\$49,026	\$51,768	\$54,737	\$57,192	\$64,908	\$71,055	\$74,609
	2	\$36,087	\$42,980	\$45,166	\$48,779	\$51,188	\$54,097	\$57,152	\$59,271	\$67,380	\$73,136	\$76,792
	3	\$37,170	\$44,368	\$46,520	\$50,242	\$53,350	\$56,531	\$59,565	\$61,352	\$69,745	\$75,216	\$78,976
	4	\$38,285	\$45,699	\$47,916	\$51,749	\$55,514	\$59,075	\$61,981	\$63,430	\$72,108	\$77,295	\$81,159
	5	\$39,434	\$47,070	\$49,354	\$53,302	\$57,677	\$61,733	\$64,397	\$65,855	\$74,864	\$79,720	\$83,707
	6	\$40,616	\$48,482	\$50,834	\$54,901	\$59,839	\$64,511	\$66,810	\$68,282	\$77,623	\$82,147	\$86,254
	7	\$41,835	\$49,936	\$52,359	\$56,548	\$62,003	\$67,415	\$69,226	\$70,709	\$80,382	\$84,573	\$88,801
	8	\$43,090	\$51,434	\$53,930	\$58,244	\$64,165	\$70,448	\$71,640	\$73,481	\$83,532	\$87,346	\$91,714
	9	\$44,383	\$52,977	\$55,548	\$59,992	\$66,327	\$73,619	\$74,054	\$76,254	\$86,685	\$90,120	\$94,624
	10	\$45,715	\$54,567	\$57,214	\$61,791	\$68,317	\$75,828	\$76,276	\$78,542	\$89,286	\$92,823	\$97,463
	11	\$47,086	\$56,204	\$58,931	\$63,645	\$70,367	\$78,102	\$78,564	\$80,898	\$91,964	\$95,608	\$100,387
12 +	\$48,499	\$57,890	\$60,699	\$65,555	\$72,478	\$80,445	\$80,921	\$83,325	\$94,723	\$98,476	\$103,399	

Ahkwesahsne Mohawk Board of Education
Instructional Salary Grid 2025-2026
2% Effective September 1, 2025

	EA1	EA2	SIA	SIL	ECE	UTT	ML1	TS1	ML2	TS2	TS3	
Years of Experience	Educational Assistant Support 1	Educational Assistant Support 2	Student Integration Aide	Student Integration Lead	Early Childhood Educator (ECE)	Uncertified Teacher Term	Mohawk Language 1	Ontario College of Teachers Education Qualification w/out degree	Mohawk Language 2	5 years of Teacher Education w/ Teaching Qualification, Permit or Certification.	6 Years of Teacher Education	
	EA's with Grade 12 and no post secondary diploma	EA's with 2 year college diploma or post secondary degree	Secondary school Diploma +2 years related work experience	2 year college diploma related to education, counselling or youth/social worker +2 years related work experience, or Grade 12 Diploma +5 years work experience in a school setting	Headstart, K4 Teachers with 2 year ECE diploma	Term teacher no certification, no undergraduate degree	Not a certified teacher but has language. High School with 2 years Language Training	OR Bachelor's degree w/out Teachers certification OR 4 year BA degree with Teacher Certification	Bachelor's not related Education. Has Kaniekeha Language	Ontario: Bachelor's + B. Ed Quebec: 5 year B. Ed. NYS: Bachelor's + Master's	TS2 + one of the following: -2 AQ Specialists -NYS: 2nd Master's - Ontario: BA, B. Ed, Master's -Certificate of Advanced Studies -Doctorate	
	1	\$35,738	\$42,426	\$44,727	\$48,305	\$50,006	\$52,803	\$55,832	\$58,336	\$66,206	\$72,476	\$76,101
	2	\$36,809	\$43,840	\$46,069	\$49,754	\$52,212	\$55,179	\$58,295	\$60,456	\$68,727	\$74,599	\$78,328
	3	\$37,914	\$45,255	\$47,451	\$51,247	\$54,417	\$57,662	\$60,757	\$62,579	\$71,140	\$76,720	\$80,556
	4	\$39,050	\$46,613	\$48,874	\$52,784	\$56,625	\$60,257	\$63,221	\$64,699	\$73,550	\$78,841	\$82,783
	5	\$40,222	\$48,011	\$50,341	\$54,368	\$58,831	\$62,968	\$65,685	\$67,172	\$76,362	\$81,315	\$85,381
	6	\$41,429	\$49,451	\$51,851	\$55,999	\$61,036	\$65,802	\$68,147	\$69,648	\$79,176	\$83,790	\$87,979
	7	\$42,672	\$50,935	\$53,406	\$57,679	\$63,243	\$68,764	\$70,611	\$72,123	\$81,990	\$86,264	\$90,577
	8	\$43,952	\$52,463	\$55,009	\$59,409	\$65,449	\$71,857	\$73,073	\$74,951	\$85,203	\$89,093	\$93,549
	9	\$45,271	\$54,037	\$56,659	\$61,192	\$67,654	\$75,091	\$75,535	\$77,779	\$88,419	\$91,922	\$96,517
	10	\$46,629	\$55,658	\$58,359	\$63,027	\$69,683	\$77,344	\$77,802	\$80,112	\$91,071	\$94,680	\$99,412
11	\$48,028	\$57,328	\$60,109	\$64,918	\$71,774	\$79,664	\$80,136	\$82,516	\$93,803	\$97,520	\$102,395	
12 +	\$49,469	\$59,048	\$61,913	\$66,866	\$73,927	\$82,054	\$82,540	\$84,991	\$96,618	\$100,446	\$105,467	

Ahkwasahsne Mohawk Board of Education
Instructional Salary Grid 2026-2027
2% Effective September 1, 2026

	EA1	EA2	SIA	SIL	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	Student Integration Aide Secondary school Diploma +2 years related work experience	Student Integration Lead 2 year college diploma related to education, counselling or youth/social worker +2 years related work experience, or Grade 12 Diploma +5 years work experience in a school setting	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 -Doctarate	
	1	\$36,452	\$43,274	\$45,622	\$49,271	\$51,006	\$53,859	\$56,948	\$59,503	\$67,531	\$73,926	\$77,623
	2	\$37,545	\$44,717	\$46,990	\$50,749	\$53,256	\$56,283	\$59,461	\$61,665	\$70,102	\$76,091	\$79,894
	3	\$38,672	\$46,160	\$48,400	\$52,272	\$55,506	\$58,815	\$61,972	\$63,830	\$72,562	\$78,254	\$82,167
	4	\$39,831	\$47,545	\$49,852	\$53,840	\$57,757	\$61,462	\$64,485	\$65,993	\$75,021	\$80,418	\$84,438
	5	\$41,027	\$48,971	\$51,347	\$55,455	\$60,008	\$64,227	\$66,998	\$68,516	\$77,889	\$82,941	\$87,089
	6	\$42,257	\$50,440	\$52,888	\$57,119	\$62,257	\$67,118	\$69,509	\$71,041	\$80,759	\$85,466	\$89,738
	7	\$43,525	\$51,954	\$54,475	\$58,833	\$64,508	\$70,139	\$72,023	\$73,566	\$83,629	\$87,990	\$92,389
	8	\$44,831	\$53,512	\$56,109	\$60,597	\$66,758	\$73,294	\$74,534	\$76,450	\$86,907	\$90,875	\$95,420
	9	\$46,176	\$55,118	\$57,792	\$62,415	\$69,007	\$76,593	\$77,046	\$79,335	\$90,187	\$93,761	\$98,447
	10	\$47,561	\$56,771	\$59,526	\$64,288	\$71,077	\$78,891	\$79,358	\$81,715	\$92,893	\$96,573	\$101,401
	11	\$48,988	\$58,474	\$61,312	\$66,217	\$73,209	\$81,258	\$81,738	\$84,166	\$95,680	\$99,471	\$104,443
	12 +	\$50,458	\$60,229	\$63,151	\$68,203	\$75,406	\$83,695	\$84,190	\$86,691	\$98,550	\$102,455	\$107,576

Ahkwehsane Mohawk Board of Education
Instructional Salary Grid 2027-2028
2% Effective September 1, 2027

	EA1	EA2	SIA	SIL	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	Student Integration Aide Secondary school Diploma +2 years related work experience	Student Integration Lead 2 year college diploma related to education, counselling or youth/social worker +2 years related work experience, or Grade 12 Diploma +5 years work experience in a school setting	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	\$37,181	\$44,140	\$46,534	\$50,257	\$52,026	\$54,937	\$58,087	\$60,693	\$68,881	\$75,404	\$79,175
2	\$38,296	\$45,611	\$47,930	\$51,764	\$54,322	\$57,409	\$60,650	\$62,899	\$71,504	\$77,612	\$81,492
3	\$39,445	\$47,083	\$49,368	\$53,317	\$56,616	\$59,992	\$63,211	\$65,107	\$74,014	\$79,819	\$83,810
4	\$40,628	\$48,496	\$50,849	\$54,917	\$58,912	\$62,691	\$65,775	\$67,313	\$76,521	\$82,026	\$86,127
5	\$41,847	\$49,951	\$52,374	\$56,564	\$61,208	\$65,512	\$68,338	\$69,886	\$79,447	\$84,600	\$88,831
6	\$43,102	\$51,449	\$53,946	\$58,261	\$63,502	\$68,460	\$70,900	\$72,462	\$82,374	\$87,175	\$91,533
7	\$44,396	\$52,993	\$55,564	\$60,009	\$65,798	\$71,542	\$73,463	\$75,037	\$85,302	\$89,749	\$94,237
8	\$45,727	\$54,582	\$57,231	\$61,809	\$68,093	\$74,760	\$76,025	\$77,979	\$88,645	\$92,692	\$97,328
9	\$47,099	\$56,220	\$58,948	\$63,664	\$70,387	\$78,125	\$78,587	\$80,921	\$91,991	\$95,636	\$100,416
10	\$48,513	\$57,907	\$60,716	\$65,574	\$72,499	\$80,469	\$80,945	\$83,349	\$94,751	\$98,505	\$103,429
11	\$49,968	\$59,644	\$62,538	\$67,541	\$74,674	\$82,883	\$83,373	\$85,849	\$97,593	\$101,460	\$106,532
12 +	\$51,467	\$61,433	\$64,414	\$69,567	\$76,914	\$85,369	\$85,874	\$88,425	\$100,521	\$104,504	\$109,727

**Ahkwesahsne Mohawk Board of Education
Speech Pathologist Salary Grid 2023-2024
Effective September 1, 2023**

SP	
Years of Experience	Speech Pathologist
1	\$71,093
2	\$72,671
3	\$74,285
4	\$75,934
5	\$77,620
6	\$79,343
7	\$81,104
8	\$82,905
9	\$84,745
10	\$86,440
11	\$88,169
12 +	\$89,932

Ahkwesahsne Mohawk Board of Education Speech Pathologist Salary Grid 2024-2025 1.5% effective September 1, 2024	
	SP
Years of Experience	Speech Pathologist
1	\$72,159
2	\$73,761
3	\$75,399
4	\$77,073
5	\$78,784
6	\$80,533
7	\$82,321
8	\$84,149
9	\$86,016
10	\$87,736
11	\$89,491
12 +	\$91,281

Ahkwesahsne Mohawk Board of Education Speech Pathologist Salary Grid 2025-2026 2% effective September 1, 2025	
	SP
Years of Experience	Speech Pathologist
1	\$73,603
2	\$75,236
3	\$76,907
4	\$78,614
5	\$80,360
6	\$82,144
7	\$83,967
8	\$85,832
9	\$87,736
10	\$89,491
11	\$91,281
12 +	\$93,107

**Ahkwesahsne Mohawk Board of Education
Speech Pathologist Salary Grid 2026-2027
2% effective September 1, 2026**

	SP
Years of Experience	Speech Pathologist
1	\$75,075
2	\$76,741
3	\$78,445
4	\$80,187
5	\$81,967
6	\$83,787
7	\$85,646
8	\$87,548
9	\$89,491
10	\$91,281
11	\$93,107
12 +	\$94,969

Ahkwesahsne Mohawk Board of Education Speech Pathologist Salary Grid 2027-2028 2% effective September 1, 2027	
	SP
Years of Experience	Speech Pathologist
1	\$76,576
2	\$78,276
3	\$80,014
4	\$81,790
5	\$83,607
6	\$85,462
7	\$87,359
8	\$89,299
9	\$91,281
10	\$93,107
11	\$94,969
12 +	\$96,868

**Ahkwesahsne Mohawk Board of Education
School Counselor Salary Grid - 2023-2024
Effective September 1, 2023**

	School Counselor 1	School Counselor 2
Years of Experience	2 year College Diploma	Bachelor of Arts
1	\$44,565	\$56,585
2	\$45,679	\$58,706
3	\$46,821	\$60,908
4	\$47,992	\$63,192
5	\$49,191	\$65,562
6	\$50,421	\$68,020
7	\$51,682	\$70,571
8	\$52,974	\$73,217
9	\$54,298	\$75,963
10	\$55,655	\$78,812
11	\$57,047	\$81,767
12 +	\$58,473	\$84,833

Ahkwesahsne Mohawk Board of Education School Counselor Salary Grid - 2024-2025 1.5% effective September 1, 2024		
	School Counselor 1	School Counselor 2
Years of Experience	2 year College Diploma	Bachelor of Arts
1	\$45,233	\$57,434
2	\$46,364	\$59,587
3	\$47,523	\$61,822
4	\$48,712	\$64,140
5	\$49,929	\$66,545
6	\$51,177	\$69,040
7	\$52,457	\$71,630
8	\$53,769	\$74,315
9	\$55,112	\$77,102
10	\$56,490	\$79,994
11	\$57,903	\$82,994
12 +	\$59,350	\$86,106

Ahkwesahsne Mohawk Board of Education School Counselor Salary Grid - 2025-2026 2% effective September 1, 2025		
	School Counselor 1	School Counselor 2
Years of Experience	2 year College Diploma	Bachelor of Arts
1	\$46,138	\$58,582
2	\$47,291	\$60,778
3	\$48,474	\$63,058
4	\$49,686	\$65,423
5	\$50,927	\$67,876
6	\$52,201	\$70,421
7	\$53,506	\$73,062
8	\$54,844	\$75,802
9	\$56,215	\$78,644
10	\$57,620	\$81,594
11	\$59,061	\$84,653
12 +	\$60,537	\$87,828

**Ahkwesahsne Mohawk Board of Education
School Counselor Salary Grid - 2026-2027
2% effective September 1, 2026**

	School Counselor 1	School Counselor 2
Years of Experience	2 year College Diploma	Bachelor of Arts
1	\$47,061	\$59,754
2	\$48,237	\$61,994
3	\$49,443	\$64,319
4	\$50,680	\$66,731
5	\$51,946	\$69,234
6	\$53,245	\$71,830
7	\$54,577	\$74,523
8	\$55,941	\$77,318
9	\$57,339	\$80,217
10	\$58,772	\$83,226
11	\$60,242	\$86,346
12 +	\$61,748	\$89,584

Ahkwesahsne Mohawk Board of Education School Counselor Salary Grid - 2027-2028 2% effective September 1, 2027		
	School Counselor 1	School Counselor 2
Years of Experience	2 year College Diploma	Bachelor of Arts
1	\$48,002	\$60,949
2	\$49,202	\$63,234
3	\$50,432	\$65,606
4	\$51,693	\$68,066
5	\$52,985	\$70,619
6	\$54,310	\$73,266
7	\$55,668	\$76,014
8	\$57,060	\$78,864
9	\$58,486	\$81,822
10	\$59,948	\$84,890
11	\$61,447	\$88,073
12 +	\$62,983	\$91,376

** 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.*