

AGREEMENT

Between

HAMILTON-WENTWORTH
CATHOLIC DISTRICT SCHOOL BOARD

And

O.S.S.T.F. DISTRICT 21
(Professional Educators and Childcare Workers)

September 1, 2019 - August 31, 2022
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ARTICLE 1 - PURPOSE AND SCOPE

1.01 It is the purpose of this Collective Agreement to set forth certain terms and conditions of employment together with salaries, allowances and related benefits, and to provide a process for the settlement of all matters in dispute between the Union and the Board hereinafter called the parties.

1.02 It is the expressed desire of the parties to maintain a harmonious relationship and to recognize the mutual value of joint discussions and negotiations.

1.03 a) It is the common goal of the Board and the Continuing Education

Instructors, Tutors & Childminders to provide the best possible Catholic education for the community;

- b) To achieve that common goal, it is essential that the Board and the Continuing Education Instructors, Tutors & Childminders maintain the harmonious relationships which exists between them;
- c) It is the desire of the Board and the Continuing Education Instructors, Tutors & Childminders to set forth in this Agreement the Salaries, and certain conditions of employment contained herein, which apply to the Continuing Education Instructors, Tutors & Childminders of the Board.

ARTICLE 2 - RECOGNITION

2.01 a) The Board recognizes the Ontario Secondary School Teachers' Federation as the sole and exclusive bargaining agent for all Continuing Education Instructors as the sole and exclusive bargaining agent authorized to represent and negotiate on behalf of the Continuing Education Instructors, hereinafter called the Bargaining Unit, comprised of all full time and part-time Lead Instructor(s), Lead Assessor(s), Assessors, Tutors and/or Instructors, instructing ESL (English as a Second Language, LINC (Language Instruction for Newcomers to Canada), LBS (Literacy and Basic Skills), TOEFL (Test of English as a Foreign Language), GED (General Education Development), SLTP (Special Language Training Program), IELTS (International English Language Testing System), **PBLA Leads** and all employees employed in the Childminding program and casual or temporary employees save and except for supervisors and persons above the rank of supervisor.

- b) The Employer may hire employees on a temporary or casual basis. No employee of this bargaining unit, regular or part-time, shall be displaced from his or her regular employment or have their hours reduced as a result of hiring temporary or casual employees. Temporary and casual employees shall not be covered by any of the terms and conditions of this Agreement save for the following articles:

4, 5, 8, 9, 13.01, 13.04, 21.01, Salary Schedule A

- c)** A casual employee shall be defined as an employee who works the regular scheduled hours in any given classification temporarily replacing a regular seniority employee on approved leave, or who is absent, or to fill a position while being posted. **Any casual employee shall receive the instructor rate (on grid) after 25 consecutive working days in the same assignment.**

2.02 a) The Union recognizes the Negotiating Committee of the Board as the official committee authorized to represent the Board and to negotiate on its behalf for the purpose of this agreement.

- b)** The Board recognizes the Negotiating Committee of the O.S.S.T.F. District **21 (Professional Educators and Childcare Workers Unit)** as the official committee authorized to represent the Union and to negotiate on its behalf for the purpose of this agreement. The Board agrees to release up to **five (5)** members of the bargaining committee at no cost to the Union for time spent in negotiations with the

Board.

- 2.03 The Board recognizes the right of the Ontario Secondary School Teachers' Federation to authorize the Bargaining Unit or any other advisory agent, counsel, solicitor or duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 2.04 The Union recognizes the right of the Board to authorize any other advisory agent, counsel, solicitor or duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 2.05 The following statement is provided for clarification and reflects the agreement of the parties regarding the programs and employees covered by all PECW members of the OSSTF employed in St. Charles Adult Continuing Education Centres of the Hamilton-Wentworth Catholic District School Board.

The Bargaining Unit is comprised of full time and part-time Lead Instructor(s), Lead Assessor(s), Assessors, Instructors, Tutors, Lead Childminders and Childminder employed in the following non-credit Continuing Education programs for adults:

ESL (English as a Second Language)

LINC (language Instruction for Newcomers to Canada)

LBS (Literacy and Basic Skills)

TOEFL (Test of English as a Foreign Language)

GED (General Education Development)

IELTS

SLPT

PBLA Leads

and any other newly created programs that meet the above criteria that would be offered by St. Charles.

ARTICLE 3 - DURATION AND RENEWAL

- 3.01 This agreement shall remain in effect from the 1st day of September **2019** up to and including August 31st, **2022**, and from year to year thereafter, unless either party gives to the other party notice, in writing, no later than 90 days prior to the expiration date that it desires to negotiate with a view of renewal of this agreement with or without modification.
- 3.02 The parties shall meet within fifteen (15) calendar days from the giving of notice, or a mutually agreed upon date and shall negotiate in good faith and make every effort to arrive at an agreement.
- 3.03 The parties may at any time upon mutual agreement negotiate revisions of this agreement. Any such revisions mutually agreed upon shall be in writing and become effective from such date as shall be mutually agreed upon by the parties.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 Save and except to the extent specifically modified or curtailed by any provision of this agreement the right to manage the business of the Board and its schools is vested solely and exclusively, without limitation, in the Board and its management. The employer agrees that it will not exercise its rights in a manner that is arbitrary, unreasonable or discriminatory or that is inconsistent with the terms and provisions of this Agreement.
- 4.02 Notwithstanding any other provision of this agreement, it is agreed that the provisions contained herein shall not be construed as to prejudicially affect the rights and privileges with respect to the employment of Continuing Education Instructors enjoyed by Roman Catholic and Protestant School Boards under the British North America Act 1867 and the Constitution Act, 1982.
- 4.03 Where a conflict appears between this Agreement and a provision of an Act or Regulation, the provision of the Act or Regulation prevails.

ARTICLE 5 - UNION - DUES DEDUCTION

- 5.01 On each pay date on which a Member receives a pay cheque, the Board shall deduct from each Member the union dues chargeable by the Union or the Bargaining Unit. The amount shall be determined by the Union or the Bargaining Unit as the case may be, in accordance with its constitution and by-laws and made in writing to the Board at least thirty (30) days prior to the expected change.
- 5.02 The union dues deducted in clause 5.01 shall be remitted to the Treasurer of the Ontario Secondary School Teachers' Federation, at the Head Office of the Union, no later than the fifth day of the month following the month in which the deductions are made. Such remittance shall be accompanied with the following information on each Member:
- a) Surname and first name
 - b) Social Insurance Number
 - c) Amount of Union Dues deducted
 - d) Amount of wages or salary on which Union dues were deducted
 - e) The period of work for which dues are submitted.
- 5.03 The Union and the Bargaining Unit shall indemnify and save the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by the Union or Bargaining Unit as the case may be.
- 5.04 All future employees covered by this collective agreement shall, as a condition of employment, become members of the Union on commencing employment with the Employer. All employees covered by this collective agreement shall pay union dues.
- 5.05 Where an employee accepts a temporary position outside the Bargaining Unit of less than six months, they shall continue to pay union dues during that time.

ARTICLE 6 - STRIKE OR LOCKOUT

6.01 There shall be no strike or lockout during the term of this Agreement or of any renewal of this agreement. The terms "strike" and "lockout" shall be as defined in the Ontario Labour Relations Act.

ARTICLE 7- JUST CAUSE

7.01 No employee shall be disciplined or discharged without just cause.

7.02 An employee is entitled prior to the imposition of any discipline, to be notified of the reasons for such action. The employer shall inform the member and the Union President at least two (2) working days prior to the day of the meeting, of the member's right to have union representation at the meeting and the date, time and place of the meeting. No disciplinary meeting will take place without a Union Representative.

7.03 The Member and the Bargaining Unit President shall be provided with a copy of any disciplinary action to be taken, in writing, within ten (10) working days of the occurrence-giving rise to the disciplinary action. The parties agree that the timelines may be extended by mutual agreement. Such agreement shall not be withheld.

7.03 The Bargaining Unit President, or designate, shall advise the St. Charles Site Administrator in advance that they will be attending the discipline meeting, and the time of the meeting.

7.04 No Union representative shall leave the building or conduct union business during working hours without obtaining the express and prior permission of the Principal of Continuing Education or designate. Such permission shall not be unreasonably denied.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 It is the mutual desire of the Union and the Board that all grievances shall be adjusted as quickly as possible. It is further agreed that the designated grievance procedure, as hereinafter set forth, shall serve as and constitute the sole and exclusive means to be utilized for the prompt disposition, and final settlement of the grievance.

8.02 A grievance under this Agreement shall be defined as a difference between the parties arising from the interpretation, application, administration or alleged violation of this Agreement.

8.03 At all formal steps a grievance, to be acceptable under this Agreement shall:

- a) identify the article(s) allegedly violated;
- b) demonstrate how the dispute is in violation;
- c) indicate the relief sought;
- d) include the signature of grievance officer or President.

8.04 The grievance shall be presented in writing to the Principal of Continuing Education within twenty (20) working days from the time the circumstances, upon which the grievance is based, were known to the

griever.

- 8.05 Complaints and Grievances shall be settled in the following manner and sequence:

INFORMAL STAGE

- a) The local Bargaining Unit with the member having a complaint or grievance shall first discuss the matter, within ten (10) working days of the union making contact with the Vice-Principal of Continuing Education or designate in an endeavour to resolve the complaint or grievance in an informal manner before a written grievance is submitted.
- b) The Vice-Principal of Continuing Education or designate shall reply, verbally, within three (3) working days after receipt of the complaint. Failing satisfaction with the verbal reply of the Vice-Principal of Continuing Education or designate, the complaint shall then become a grievance and may be processed to Step One.

FORMAL STAGE

STEP ONE

- a) Failing satisfaction with the reply above, then within five (5) working days, the grievance shall be submitted in writing to the Principal of Continuing Education or designate if not the individual hearing the complaint at the informal stage.
- b) The Principal of Continuing Education or designate shall meet within ten (10) working days of the receipt of the grievance.
- c) The Principal of Continuing Education or designate will reply in writing within five (5) working days of the meeting.
- d) After the receipt of the written reply as per Step One the local Bargaining Unit may process the unit's claim further.

STEP TWO

- a) If the reply in Step One is deemed unacceptable the grievance shall be forwarded to the Manager, Labour and Employee Relations within five (5) working days who shall arrange for the representative of the local Bargaining Unit to meet with the Director of Education or designate to review the grievance.
- b) This meeting shall be held within ten (10) working days of receipt of the letter of grievance.
- c) The Director of Education or designate shall provide the answer, in writing, within five (5) working days of the meeting above.

STEP THREE

If the reply of the Director of Education or designate is unacceptable to the Bargaining Unit, the Bargaining Unit may apply for arbitration within ten (10) working days of the receipt of the written reply.

- 8.06 At any stage in the grievance procedure, the parties by mutual consent in writing may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached and shall share the expenses of the mediator equally.

The timelines outlined in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which they were frozen.

- 8.07 Direct Grievances arising directly between the Board and Local Collective Bargaining Unit, instead of following the procedures set out above in this Article, shall be submitted in writing to the Manager, Labour and Employee Relations within twenty (20) working days after the party becomes aware or would reasonably be expected to become aware of the circumstances giving rise to the complaint. The parties agree to meet without delay in an attempt to settle the grievance. In the event that the parties are unable to settle such grievance within fifteen (15) working days after submission, as required above, then the party to whom the grievance was delivered shall reply in writing to such grievance within a further five (5) working days.

- 8.08 A grievance which has exhausted the procedure set out in this Article without being resolved may be referred to an arbitrator or Board of Arbitration under the procedures of Article VIII of this Agreement.

- 8.09 a) The term "working days" when used in this Article shall mean Monday to Friday inclusive in accordance with the St. Charles calendar, but excluding school holidays as defined by the Ministry of Education.

- b) Timelines shall be observed by both parties except when an extension is mutually agreed upon in writing.

ARTICLE 9 - ARBITRATION

- 9.01 When a difference arises between the parties from the interpretation, application, administration or alleged violation of this agreement, either of the parties may within ten (10) working days, after exhausting any grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the party's appointee to an Arbitration Board.

- 9.02 The recipient of the notice shall within five (5) days inform the other party either that it accepts the other party's appointee as a single arbitrator or inform the other party of the name of its appointee to the Arbitration Board.

- 9.03 Where two appointees are so selected, they shall, within twenty (20) days of appointment of the second of them, appoint a third person who shall be chairperson.

- 9.04 If the recipient of the notice fails to appoint an arbitrator or if the two appointees

fail to agree upon a Chairperson within the time limit, the appointment shall be made by the Ministry of Labour upon the request of either party.

9.05 A single arbitrator will only be appointed by the mutual agreement of both parties.

9.06 The single arbitrator or the arbitration board, as the case may be, shall hear and determine the difference or allegation and shall issue a decision thereafter. That decision is final and binding upon the parties and upon any employee or employer affected by it.

9.07 The decision of a majority is the decision of the arbitration board, but, if there is no majority, the decision of the chairperson governs.

9.08 The arbitrator or arbitration board, as the case may be, shall not by his or its decision add to, delete from, modify or otherwise amend the provisions of this agreement.

9.09 Any notice required under this Article shall be in writing by registered mail or personal delivery to the parties at their respective mailing address.

9.10 Each party may be represented at the arbitration by a representative of its choice.

9.11 Each of the parties shall bear the fees and expenses of its nominee to the Arbitration Board and shall jointly share the fees and expenses of the Chairperson.

9.12 Time limits specified in this Article are mandatory and not simply directory, and may only be amended by written, mutual agreement of both parties.

9.13 The term "working days" when used in this Article shall mean Monday to Friday inclusive in accordance with the St. Charles calendar, but excluding school holidays as defined by the Ministry of Education and Training.

9.14 Notwithstanding the procedure above, the Union may request access to expedited Arbitration under Section 49 of the Ontario Labour Relations Act, 1995.

9.15 No person shall be appointed as an Arbitrator or member of a Board of Arbitration who has been involved in the negotiations of this Collective Agreement or in attempts to settle the grievance.

ARTICLE 10 - PROBATIONARY PERIOD

10.01 All new employees hired to positions covered in the Bargaining Unit will serve a probationary period during the first four (4) months of employment.

ARTICLE 11 - COLLECTIVE AGREEMENT

11.01 The Board agrees to provide every employee with a copy of the collective agreement.

11.02 The Board shall provide the President of the Bargaining Unit with **fifty (50) pocket-sized** copies of this agreement.

ARTICLE 12 - PERSONNEL FILE

12.01 a) The only recognized personnel file of an employee shall be maintained in the central board office and shall be available and open to the employee for inspection in the presence of a central board office employee at any reasonable time during the regular working hours of the department.

b) The Employer shall ensure that all Medical Records are stored in a secure location and in a confidential manner.

12.02 An employee shall be entitled upon request to copies of any materials contained in the employee's personnel file.

12.03 Where an employee authorizes, in writing, access to his or her own personnel file by another person acting on the employee's behalf, the employer shall provide such access, as well as copies of materials contained therein, if also authorized and requested.

12.04 The employee, upon request, will be provided with a photocopy of any contents so desired. A minimum of forty-eight (48) hours' notice, excluding weekends and holidays, must be given for the request.

12.05 An employee may request, in writing, that a warning or reprimand be removed from the employee's file after a period of twenty-four (24) months. Such request shall be considered only in the event there have been no subsequent warnings or reprimands that have been taken against the employee during the twenty-four (24) month period.

12.06 An employee may add a written addendum to any document included in their personnel file.

ARTICLE 13 - UNION RIGHTS AND ACTIVITIES

13.01 The Board and the Union each agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members because of an employee's membership or non-membership in the union or because of his/her activity or lack of activity in the union.

The employer shall provide a private bulletin board at an appropriate location in the workplace for members of this unit. The union shall have the right to post notices relating to matters of interest to the union and the members subject to review by the Principal of Continuing Education or his designate.

13.03 The union shall notify the employer in writing of the names of its representatives as follows: officers, negotiating committee members, and the address and

phone number of its head office, and the address and phone number of the Bargaining Unit office.

- 13.04** The employer shall notify the president of the Bargaining Unit, in writing within **five (5)** working days when a member covered by this agreement is promoted, demoted, transferred (location/program), will be laid off, goes on maternity leave, is off due to long term illness, is recalled, is disciplined, placed on accommodation, is put on review, or whose employment is terminated for any reason(s).
- 13.05 Any official correspondence from the employer to the union or the Bargaining Unit shall be sent to the president of the Bargaining Unit, unless otherwise stated in the agreement.
- 13.06 Any official correspondence from the Union to the employer shall be sent to the Administrator of Human Resources unless otherwise stated in this agreement.
- 13.07** The employer shall notify the president of the Bargaining Unit, identifying the name assignment and work location of all new members, within **five (5)** working days of their being hired. **The employer shall inform all new hires that they are members of OSSTF / PECW upon the commencement of their employment.**

ARTICLE 14 - COMMUNICATIONS

- 14.01 In an effort to facilitate discussion and dialogue of concerns, interpretation of rules and such other matters, it is agreed that at the request of either party, a communication meeting shall be held. The total number of communication meetings convened shall not exceed four (4) per school year and shall occur at mutually convenient times. The committee shall consist of no more than three (3) members of the Bargaining Unit and no more than three (3) members of the management of St. Charles. Each of the parties shall designate one (1) of its representatives to act as Co-chair, who shall chair the meetings on a rotationary basis.
- 14.02 An additional meeting during a term, beyond that provided in article 14.01 may be scheduled by mutual agreement of the parties.
- 14.03 The Committee is not designed to by-pass or eliminate any of the rights of grievance as granted under this agreement, but is designed to provide another avenue for future discussion of problems that may arise in the operations of the St. Charles Centres.
- 14.04 The words "in writing" when used in this agreement, shall be deemed to include electronic communications such as e-mail.

ARTICLE 15 - PENSION PLAN

- 15.01 An employee who holds certification as a teacher shall become and remain a member of the Ontario Teachers' Pension Plan (T.P.P.) in accordance with its Act and Regulations.
- 15.02 Effective the first day of the month following the date of ratification, an employee who does not hold certification as a teacher and who meets the eligibility requirements of the Ontario Municipal Employee's Retirement System (O.M.E.R.S.) shall become a member of O.M.E.R.S.

15.03 The Board shall make the appropriate deductions from the employee's pay and submit to O.M.E.R.S. and T.P.P. as the case may be, the necessary employee and Board pension contributions as required.

ARTICLE 16 - SENIORITY

16.01 Seniority is the length of continuous service in a Bargaining Unit position from the last date of hire with the Board. For the purposes of the initial seniority list the parties acknowledge seniority as previously calculated by the employer.

16.02 Following date of ratification, all ties will be broken by lot mutually agreed upon by the employer and the Bargaining Unit. Such order ranking shall be the order on the seniority list from that date forward. **Up to two (2) Reps from the bargaining unit and the employer shall be present.**

16.03 A probationary employee will not be placed on the seniority list until the employee has completed the probationary period as stated in this agreement. Such seniority shall be backdated to the first day of employment in a Bargaining Unit position.

16.04 The employer shall establish a seniority list for employees showing each employee's seniority, hire date, name and position.

a) Such seniority list shall be arranged from the most senior to most junior.

b) The seniority list shall be posted **electronically on the Board's internal website.**

c) Such list shall be updated, posted and a copy sent to the President of the Bargaining Unit by the second Friday of October.

16.05 Any questions as to the accuracy of the seniority list must be submitted by the employee in writing to the Manager, Human Resources, with a copy to the Bargaining Unit President within forty (40) working days, of the posting of the list.

16.06 An employee working 1200 hours during the program year commencing September 1st and ending August 31st each year shall be considered full time. An employee shall be credited with one full year of seniority with 600 hours or greater. An employee working less than 600 hours annually shall be credited seniority on a pro-rated basis in the same proportion that the part-time schedule bears to a full time schedule.

16.07 An employee shall continue to accumulate seniority while on approved leaves of absence including unpaid statutory leaves as approved by the Manager of Human Resources.

16.08 An employee will lose seniority standing in the event he/she:

a) Resigns, in writing;

b) Retires;

c) Is discharged for just cause and is not reinstated;

d) Is laid off and not recalled for the period defined in the collective agreement; (see article 19.09)

- e) **Accepts a permanent position outside the Bargaining Unit;**
- f) **Accepts a temporary position outside the Bargaining Unit of six (6) months or more. The parties may by mutual agreement, in writing, extend the timelines;**
- g) Is absent from scheduled work for a period of three (3) consecutive working days without notifying the Supervisor and providing a satisfactory reason for the absence.

ARTICLE 17 - JOB POSTINGS

17.01 The Board shall post job vacancies within the bargaining unit for five (5) working days on its internal electronic system, in accordance with article 17.04 unless otherwise agreed to by the Union and the Board.

17.02 The Board shall send the members in April a memo via electronic mail inquiring of their intent to work the summer session. Members requesting to work shall receive a term employment letter by June 15th advising them of their summer placement, subject to availability of positions. Members requesting summer employment shall be appointed to a position based on seniority provided they are qualified before any position is filled by someone from outside the Bargaining Unit.

17.03 New or existing positions that become vacant shall be filled in the following manner:

- a) If the position becomes vacant before the end of the first month of the term:
 - i) By a member requesting a transfer as outlined in Article 18, if there are none then,
 - ii) By a qualified member on the recall list, if there are none then,
 - iii) By posting the position and filling it as outlined in this article, if unsuccessful then,
 - iv) By a qualified member of the temporary pool, if there are none then,
 - v) Through any source.

It is understood that the process identified above shall be limited to two rounds.

For clarity, The subsequent vacancy created as a result of this initial posting shall be deemed as a vacancy for the purpose of this Article. Any further subsequent vacancy shall not be deemed as a vacancy for the purpose of this article and shall be filled for the remainder of the term through recall, then the temporary pool, then through any source.

- b) If the position becomes vacant after the completion of the 1st month of the term:
 - i) By a qualified member on the recall list, if there are none then,
 - ii) By a qualified member of the temporary pool, if there are none then,
 - iii) Through any source.

A temporary new class or vacancy created during a term, if determined by the Board to remain at the beginning of the following term, shall be filled in accordance with sub-clause (a) of this article.

A temporary vacancy created as a result of an approved leave of absence or due to sickness or injury of a regular seniority employee shall be filled in accordance with sub-clause (b) of this article.

17.04 If there are no internal candidates with the ability, skills and qualifications to do the posted job, the Board may fill the vacancy from a temporary pool or from any source.

17.05 Posting may occur during two weeks prior to start of September academic term. This shall be clearly communicated to the membership.

17.06 Nothing herein contained shall be interpreted as requiring the Board to fill any vacancy.

17.07 In determining the selection of the successful applicant to a job posting the following factors shall be considered:

- a) Ability, skills and qualifications, then;
- b) Seniority.

The qualifications in factor (a) will govern and only where these qualifications in factor (a) are relatively equal will factor (b) govern.

17.08 Job postings shall contain the following information: position, current location, duties, responsibilities, and minimum qualifications, start date, hours of work, hourly rate and term. Applicants that do not meet the minimum qualifications as determined by the Board will not be granted an interview.

17.09 A copy of each job posting shall be sent via electronic mail to the President of the Bargaining Unit at the time of posting.

17.10 The Board shall notify the successful applicant of the selection decision in a timely manner.

17.11 The Board shall notify the President of the Bargaining Unit via electronic mail the name of all successful candidates who have applied to the posted job.

ARTICLE 18 – TRANSFER

18.01 A member wishing a lateral transfer may request such a transfer in writing to the Principal of Continuing Education or designate between March 1st and March 31st for the following school year, with copies to the Human Resources Department and the Union President. Such letter shall include the location(s) in order of preference to which the person would like to be

transferred. A member shall be permitted to withdraw their request by submitting a written letter requesting such a withdrawal.

A lateral transfer shall be defined as a transfer to a vacant position of equivalent classification and hours and shall include a different location. It shall be understood that a lateral transfer shall not be a transfer to a position that would create financial gain.

All transfers shall be considered and made on a seniority basis. **When qualifications and experience (type of class and level) are equal, seniority will be the determining factor.**

When a member is transferred by administrative transfer initiated by the Superintendent of Education, the Superintendent of Education or designate will consult with the employee and the Union president prior to making the final decision to transfer.

ARTICLE 19 - LAYOFF AND RECALL

- 19.01 The elimination of a term position or the reduction of a session in a term position will be defined as a layoff.
- 19.02 The employee, subject to layoff, will be notified and laid off then placed on a redundancy list for recall. The laid off employee will be given prior consideration for any available position for which they are qualified. The process of displacement will take effect at the beginning of the next term.
- 19.03 In the new term employees shall be laid off in the reverse order of their seniority in a specific program and level and based on ability, skills and qualifications to do the work in a specific program.
- 19.04 An employee laid off in one program will be given the opportunity of displacing an employee with less seniority in another job classification or program provided the senior employee has the ability, skills and qualifications to perform the job.
- 19.05 An employee on the redundancy list shall be recalled in the order of their seniority provided they have the ability, skills and qualifications to do the work in the specific program.
- 19.06 An employee on the redundancy list for recall may be considered for temporary work by the Board.
- 19.07 The Board agrees that when a decision is made to layoff, make a term position redundant, close a department or cancel a program, the Board shall notify the Union in writing.
- 19.08 The employer will provide two weeks written notice prior to the layoff.
- 19.09 A member has the right to be recalled to a term position, equivalent to that held at the time they are laid off, for a period of up to thirty-six (36) months from

the date of the layoff, according to seniority, ability, skills and qualifications to do the job.

19.10 If the employee is recalled to an equivalent term position for which he/she is qualified and chooses not to accept that job, the employee will be deemed to have resigned.

19.11 This letter shall confirm the mutual understanding and agreement between the parties relating to the implementation of Article 19.02. In the event an employee faces a change/reduction in assignment during a term the Board acknowledges its intent to continue its best efforts to assign equivalent alternate work for the balance of the term.

The Board commits that notwithstanding the possible assignment of work at a lower classification and pay rate, in this circumstance the employee shall receive no less than 75% of their normal regular rate of pay for the duration of hours worked during the term.

ARTICLE 20 - LEAVES

20.01 Bereavement Leave

a) In the case of the death of an employee's parent, child, spouse, brother, sister **or grandchild** during the course of an assignment, a leave of absence of up to five consecutive (5) working days duration without loss of pay shall be granted by the Manager, Human Resources provided the employee was scheduled to work.

(b) Up to three (3) days leave of absence with pay shall be granted to an employee by the Manager, Human Resources, or his/her delegate for the purpose of attending or arranging a funeral for a mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, **and** grandparent.

(c) **Up to 1 day for extended family not covered in (a) or (b).**

20.02 Jury Duty

a) Each employee shall be allowed leave of absence without loss of pay or deduction of sick leave when required for the purpose of jury duty or when summoned in any proceedings to which he/she is not a party or one of the persons charged.

b) The employee shall turn over to the Board the jury or witness fees received less reasonable expenses for parking and meal.

20.03 Sick Leave

a) The Board provides a sick leave protection plan. This plan is protection against personal illness only in a school year. It is not an automatic entitlement to time off. The Board expects each employee to be in attendance at his or her duties each work day.

- b) Employees who work on less than a full time basis will receive a prorated sick leave allowance calculated according to the amount of time worked.
- c) The employee shall provide a doctor's certificate for any day of absence if requested by the Principal of St. Charles or designate.
- d) An Employee who is unable to attend work on account of illness or other reason shall follow the reporting procedures as directed by the Principal of Continuing Education. Absences shall be reported as early as possible on the morning of the occurrence.
- e) Every effort shall be made by an employee to schedule medical appointments outside of the workday. A charge against the employee's sick day bank equivalent to the leave duration shall be made. The immediate supervisor must be advised by the employee when he/she leaves to keep the appointment and upon returning.
- f) An Employee, at their discretion shall have the right to Union representation at any meeting, which formulates part of the Attendance Support Program or any meeting wherein the employee's attendance history is discussed. The member and the Union President shall be notified of such a meeting by the Manager of Labour Relations or designate, in writing.
- h) Employees shall provide a copy of medical certificates to the appropriate person in Human Resources.
- i) A copy of the medical certificate shall be sent directly to the appropriate person in Human Resources within ten (10) working days.

20.04 Return to Work

The Employer and the Union are committed to support the return to work of employees that have a substantiated disability by a qualified medical physician. It is understood that the Employer, the Union and the employee shall follow the established practices in this regard in a cooperative manner.

20.05 Pregnancy/Parental and Family Medical Care Leave

All employees shall be entitled to Pregnancy, Parental and Family Medical Leave as outlined in the Employment Standards Act.

20.06 Unpaid Personal Leave

- a) An Employee may be granted, upon request, a leave of absence without pay for up to one year. Extension beyond one year shall be considered in extenuating circumstances. Leaves will be approved at the sole discretion of the Principal of Continuing Education. Such requests shall not be reasonably denied.
- b) Notice of the request for the leave of absence shall be provided to

the appropriate Manager of Human Resources with a copy to the Principal of Continuing Education, in writing, with a copy to Human Resources, at least one month in advance of the commencement of the leave, except in extenuating circumstances. Requests for a short term leave, ie. less than one month, may be requested with less than one month's notice. Confirmation of the approval for the leave shall be provided in writing to the employee by the Administrator, Human Resources or designate with a copy to the Union President.

- c) An employee taking leave shall retain benefit coverage provided the employee pays the full premium cost, through arrangements made with the employer prior to the commencement of the leave.
- d) An employee returning from leave of absence without pay shall have the right to return to a similar position, if it still exists, or to an equivalent position if it does not, then following the procedure outlined in the Layoff and Recall Article of this agreement.

20.07 Union Leave

- a) The Board shall grant to the employee elected to the Office of President of the Bargaining Unit upon request in writing, release time. The Union shall reimburse the Board one hundred percent (100%) of salary only for the employee.

Such requests shall be made in writing to the Administrator of Human Resources.

- b) The Board shall grant Union leave to Bargaining Unit members for the purpose of carrying out union business to a maximum of **ten (10)** days per work year. The Union shall reimburse the Board one hundred percent (100%) of salary only for the employee.

ARTICLE 21 - HEALTH AND SAFETY

21.01 The Board and the Union recognize the obligations/responsibilities and benefits to both parties of a commitment to providing and maintaining a safe and healthy work environment. The parties shall carry out their duties and obligations under the Board's Health and Safety Policy & Procedures in compliance with the Ontario Occupational Health and Safety Act R.S.O. 1990.

21.02 A representative of the P.E.C.W. Bargaining Unit shall be included as a member of the Board's Joint Health and Safety Committee.

21.03 The committee shall meet at least once a month or more often if deemed necessary by a majority of the committee. A committee member is entitled to such time from work as is necessary to attend meetings of the committee and to carry out inspections. Time spent on such duties shall be deemed to be time worked.

ARTICLE 22 - BENEFITS

22.01 Employees who are regularly scheduled for thirty (30) or more instructional hours per week shall be eligible for **benefits in accordance with Part A of the Central Agreement, specifically C.10 and Letter of Agreement #2.**

ARTICLE 23 - RECOGNIZED PAID HOLIDAYS

23.01 The Board shall grant to each employee the following recognized paid holidays:

New Years' Day	Thanksgiving Day
Good Friday	Easter Monday
Victoria Day	Christmas Day
Boxing Day	Labour Day
August Civic Holiday	Canada Day
Family Day	

Granted to members working who are scheduled to work the day immediately prior to or following the holiday.

23.02 If any of the recognized paid holidays falls on a Saturday or Sunday and if decreed by the Federal, Provincial or Municipal Government that such holiday shall be observed on another date, then the other date shall be treated as the recognized paid holiday in accordance with the provisions of this Article. If any of the recognized paid holidays in clause 22.01 falls on a Saturday or Sunday and no other day is proclaimed in lieu thereof, then the Board shall substitute for that holiday either the working day immediately preceding or following the holiday and such day shall be considered as the recognized paid holiday under this Article.

23.03 In order to receive payment for the recognized holiday, an employee must work their regularly scheduled working day before and their regularly scheduled working day immediately following the recognized paid holiday.

ARTICLE 24 - TABLE OF HOURLY RATES

24.01 Hourly rates includes all functions related to the effective instruction of students such as marking, evaluation, completing reports, student interviews, preparation and all such other activities necessary for effective instruction and delivery of program to students.

24.02 Members will be paid in accordance with the Job Classifications in Schedule A.

24.03 In addition to the Schedule A hourly rates (total column), the following allowances will apply:

- a) Effective September 1, 2008, Eighty-two (82) cents per hour where a lead instructor, lead assessor, assessor or an instructor at the maximum of the grid, has a relevant second degree or an OTC from an accredited university.
- b) Effective September 1, 2008, Forty-one (41) cents per hour where

a lead instructor, lead assessor, assessor or instructor at the maximum of the grid obtains an Adult Education certificate and is not remunerated for a second degree or OTC as noted above.

- c) Effective September 1, 2009, Eighty- five (85) cents per hour where a lead instructor, lead assessor, assessor or an instructor at the maximum of the grid, has a relevant second degree or an OTC from an accredited university.
- d) Effective September 1, 2009, Forty- two (42) cents per hour where a lead instructor, lead assessor, assessor or instructor at the maximum of the grid obtains an Adult Education certificate and is not remunerated for a second degree or OTC as noted above.
- e) Effective September 1, 2010, Eighty- seven (87) cents per hour where a lead instructor, lead assessor, assessor or an instructor at the maximum of the grid, has a relevant second degree or an OTC from an accredited university.
- f) Effective September 1, 2010, Forty- four (44) cents per hour where a lead instructor, lead assessor, assessor or instructor at the maximum of the grid obtains an Adult Education certificate and is not remunerated for a second degree or OTC as noted above.
- g) Effective September 1, 2011, Ninety (90) cents per hour where a lead instructor, lead assessor, assessor or an instructor at the maximum of the grid, has a relevant second degree or an OTC from an accredited university.
- h) Effective September 1, 2011, Forty- five (45) cents per hour where a lead instructor, lead assessor, assessor or instructor at the maximum of the grid obtains an Adult Education certificate and is not remunerated for a second degree or OTC as noted above.

24.04 The parties agree that the salary and benefits constitute compliance with the Pay Equity Act.

ARTICLE 25 – HOURS OF WORK

25.01 It is expressly understood and agreed that the provisions of this Article shall not be construed to be a guarantee or a limitation of the hours of work per day or per week or otherwise nor as a guarantee of working schedules.

- a) The regular workweek for Childminders is thirty-five (35) hours per week.
- b) The regular workweek for LBS instructors is twenty-seven (27) hours per week.
- c) The regular workweek for all other employees is thirty (30) hours per week.

25.02 Each member working a full day shall be entitled to a thirty (30) minute unpaid lunch period.

25.03 Each member shall be entitled to one fifteen (15) minute break per half day worked.

25.04 All members of the bargaining unit shall be recognized as ten (10) month employees, save and except the Childminders and Lead Childminder whose work year shall be contingent upon the scheduling of the LINC program.

Schedule A

Effective September 1, 2019			
Classification	Base	Vacation pay of 4%	Vacation Pay of 6%
Lead Instructor	\$37.88	\$39.39	\$40.15
Lead Assessor	\$37.88	\$39.39	\$40.15
Assessor	\$34.82	\$36.22	\$36.92
LINC Resource	\$34.82	\$36.22	\$36.92
Instructor			
Instructor Start	\$33.00	\$34.32	\$34.98
Instructor Year 1	\$33.62	\$34.97	\$35.64
Instructor Year 2	\$34.21	\$35.58	\$36.26
Instructor Year 3	\$34.82	\$36.22	\$36.92
GED Instructor	\$32.99	\$34.31	\$34.97
Tutor	\$15.23	\$15.84	\$16.14
Lead Childminder	\$25.33	\$26.34	\$26.85
Childminder	\$23.43	\$24.37	\$24.84

Effective September 1, 2020			
Classification	Base	Vacation	Vacation

		pay of 4%	Pay of 6%
Lead Instructor	\$38.25	\$39.78	\$40.55
Lead Assessor	\$38.25	\$39.78	\$40.55
Assessor	\$35.17	\$36.58	\$37.28
LINC Resource	\$35.17	\$36.58	\$37.28
Instructor			
Instructor Start	\$33.33	\$34.66	\$35.32
Instructor Year 1	\$33.96	\$35.33	\$36.00
Instructor Year 2	\$34.55	\$35.94	\$36.58
Instructor Year 3	\$36.22	\$36.62	\$37.28
GED Instructor	\$33.32	\$34.65	\$35.32
Tutor	\$15.38	\$16.00	\$16.31
Lead Childminder	\$25.58	\$26.60	\$27.11
Childminder	\$23.67	\$24.61	\$25.09

Effective September 1, 2021			
Classification	Base	Vacation pay of 4%	Vacation Pay of 6%
Lead Instructor	\$38.64	\$40.18	\$40.95
Lead Assessor	\$38.64	\$40.18	\$40.95
Assessor	\$35.52	\$36.95	\$37.66
LINC Resource	\$35.52	\$36.95	\$37.65
Instructor			
Instructor Start	\$33.66	\$35.01	\$35.67
Instructor Year 1	\$34.30	\$35.68	\$36.36
Instructor Year 2	\$34.90	\$36.30	\$36.95
Instructor Year 3	\$36.58	\$36.99	\$37.65
GED Instructor	\$33.65	\$35.00	\$35.67
Tutor	\$15.54	\$16.16	\$16.47
Lead Childminder	\$25.84	\$26.87	\$27.39
Childminder	\$23.90	\$24.86	\$25.34

Schedule B – Casuals

Effective September 1, 2019			
Classification	75% of Base	Vacatio n pay of 4%	Vacation Pay of 6%
Lead Instructor	\$28.41	\$29.55	\$30.12
Lead Assessor	\$28.41	\$29.55	\$30.12
Assessor	\$26.11	\$27.15	\$27.68
LINC Resource	\$26.11	\$27.15	\$27.68
Instructor			
Instructor Start	\$24.75	\$25.73	\$26.23
Instructor Year 1	\$24.96	\$25.96	\$26.45
Instructor Year 2	\$25.67	\$26.70	\$27.22

Instructor Year 3	\$26.11	\$27.15	\$27.68
GED Instructor	\$24.75	\$25.73	\$26.23
Tutor*	\$15.15	\$15.76	\$16.06
Lead Childminder	\$19.78	\$20.57	\$20.96
Childminder	\$18.31	\$19.05	\$19.41

Effective September 1, 2020			
Classification	75% of Base	Vacation pay of 4%	Vacation Pay of 6%
Lead Instructor	\$28.69	\$29.84	\$30.41
Lead Assessor	\$28.69	\$29.84	\$30.42
Assessor	\$26.11	\$27.15	\$27.68
LINC Resource	\$26.37	\$27.43	\$27.95
Instructor			
Instructor Start	\$25.00	\$25.99	\$26.49
Instructor Year 1	\$25.21	\$26.22	\$26.71
Instructor Year 2	\$25.93	\$26.97	\$27.49
Instructor Year 3	\$26.37	\$27.42	\$27.96
GED Instructor	\$25.00	\$26.00	\$26.50
Tutor*	\$15.30	\$15.91	\$16.22
Lead Childminder	\$19.98	\$20.78	\$21.17
Childminder	\$18.49	\$19.23	\$19.60

Effective September 1, 2021			
Classification	75% of Base	Vacation pay of 4%	Vacation Pay of 6%
Lead Instructor	\$28.98	\$30.14	\$30.72
Lead Assessor	\$28.98	\$30.14	\$30.72
Assessor	\$26.37	\$27.42	\$27.95
LINC Resource	\$26.63	\$27.70	\$28.23
Instructor			
Instructor Start	\$25.25	\$26.25	\$26.75
Instructor Year 1	\$25.46	\$26.48	\$26.98
Instructor Year 2	\$26.19	\$27.24	\$27.76
Instructor Year 3	\$26.63	\$27.69	\$28.24
GED Instructor	\$25.25	\$26.26	\$26.76
Tutor*	\$15.45	\$16.07	\$16.38
Lead Childminder	\$20.18	\$20.99	\$21.38
Childminder	\$18.67	\$19.42	\$19.80

*Casual Tutor rate will be minimum wage or 75% of the Tutor job rate, whichever is higher.

ARTICLE 26 – PROFESSIONAL DEVELOPMENT

- 26.01 All regular members of the Bargaining Unit shall have the opportunity to attend the Board sponsored Professional Development Days and the time will be treated as paid work time.
- 26.02 Casual, temporary or supply Employees who are scheduled to work on a Board sponsored professional development day shall have the opportunity to attend the event and the time will be treated as paid work time.
- 26.03** The Board agrees to provide **\$750** annually to the Bargaining Unit to assist with the funding of the Union sponsored professional development day.

ARTICLE 27 – LIEU TIME

- 27.01 The Board may grant lieu time to employees for approved work beyond full-time hours at its discretion. Lieu time must be approved before it is worked and shall be taken at a time mutually agreed to by employee and the Principal of Continuing Education. Lieu time shall be recognized in the same term in which it was earned and shall respect and consider the operational demands of the Continuing Education Program.

ARTICLE 28 – DISCRIMINATION

- 28.01 The Board and employees covered by this agreement recognize that every employee has a right to freedom from discrimination and harassment as per the Board's "Policy Against Discrimination and Harassment in the Workplace/School" (November 2004). It is understood that any complaint of discrimination or harassment, including personal harassment, shall be dealt with in accordance with the Board's "Policy Against Discrimination and Harassment in the Workplace/School" as amended from time to time in collaboration with employees including representatives of O.S. S.T.F.

ARTICLE 29 – PREPARATION AND PLANNING TIME

- 29.01 This is to confirm the understanding reached by the parties in negotiations with regards to Preparation and Planning time for its instructors delivering Continuing Education programs.

The Board shall provide ninety (90) minutes of paid preparation and planning time to its instructors per week. It is understood that Preparation and Planning time is a Board resource allocated to assist instructors in their professional duties including, but not limited to planning and preparing of lesson materials, reviewing, evaluating and reporting on student progress, student interviewing etc. Instructors who have been employed to teach on a part-time basis shall have their preparation and planning time prorated accordingly.

It is further understood that Preparation and Planning time will be scheduled by the Principal of Continuing Education or designate. There will be no banking of preparation and planning time in the event that it is missed i.e. professional development, statutory holiday etc.

IN WITNESS WHEREOF the Board and Teachers have caused this Agreement to be signed in their respective names by their duly authorized representatives as of this ____ day of _____2020 at Hamilton, Ontario.

Signed on behalf of the HamiltonWentworth Catholic District School Board

Director of Education and Secretary of the Board Chairperson of the Board

Signed on behalf of O.S.S.T.F.

LETTER OF UNDERSTANDING - #1

Re: Required Qualifications

The parties acknowledge the importance that qualifications and experience have on the delivery of quality instruction. The Board further acknowledges the important contribution of our employees to the past development and future of St. Charles. In consideration of the employee's commitment to continued professional growth and pursuit of additional qualifications, all members on staff at the time of ratification of this agreement, shall be deemed to have the minimum qualifications required to hold a Bargaining Unit position. Any decision to alter the qualifications required to perform existing jobs in the Bargaining Unit shall not be implemented without prior consultation with the Union.

LETTER OF UNDERSTANDING – #2

Job Security

There shall be no reduction of regular hours of work, or layoff, or termination of full-time, or part-time staff as the result of the use of volunteers, coop students and student teachers.

LETTER OF UNDERSTANDING - #3

Job Performance Appraisal

The parties hereby acknowledge the Board's right to implement a Job Performance Appraisal System as it deems appropriate if and when approved by the Board. All evaluations shall be made in writing and provided to the member by the Principal of Continuing Education or designate. Members shall review their performance evaluations and sign or add comment to the document within the timeframe established within the Board procedure. It is agreed and understood by the parties that no bargaining unit member shall be required to perform an evaluation of another member of the bargaining unit.

LETTER OF UNDERSTANDING - #4

Professional Development Committee

In accordance with the provisions of the PDT it is agreed that the mechanism to discuss professional development and training shall be the communications meetings. The parties shall ensure this discussion occurs in a timely manner to ensure continued professional development and training for the members of the bargaining unit.

LETTER OF UNDERSTANDING - #5

Pay Equity Plan Maintenance

The Employer agrees to work with the Union to establish a process for maintenance of the pay equity plan. This work will be completed within sixty (60) days of ratification of the collective agreement.

LETTER OF INFORMATION - # 1

St. Charles Adult Education Centres Programs

This letter of information describes the non-credit Continuing Education Programs for adults instructed by OSSTF members.

ESL (English as a Second Language)

Designed for non-English speaking adults (18 years of age or older), the program focuses on the language skills of ESL learners in the areas of speaking, listening, reading and writing, as outlined in the Canadian Language Benchmarks, Levels 1 to 8 with specialized pronunciation lessons.

LINC (Language Instruction for Newcomers to Canada)

By providing basic English language training to adult newcomers, LINC facilitates the social, cultural and economic integration of immigrants and refugees into Canada. In addition, the LINC program includes information that helps newcomers become oriented to the Canadian way of life, thereby enabling them to become full and participating members of Canadian society as soon as possible.

LBS (Literacy and Basic Skills)

The Literacy and Basic Skills program will provide adult learners with the opportunity to increase literacy and numeracy skills, life skills, critical thinking, and problem solving. The LBS program is based on adult education principles, enhances learner employability, prepares learners for further education and training, and increases independence.

TOEFL (Test of English as a Foreign Language)

The TOEFL Preparation Course assist individuals in preparing for the TOEFL test by reviewing difficult aspects of English grammar and developing practice exercises which strengthen reading and listening comprehension skills.

Students wishing to enroll in the TOEFL must have first been assessed using the Canadian Language Benchmark Placement Test, and have attained a minimum of Benchmark Level 6 in English.

LET (Literacy and Employment Training)

The LET program focuses on literacy training with emphasis on skills for the workplace.

Participants must be 18 years of age or older, and enrolled in a Level 3 (Literacy & Numeracy) LBS program. Program admission is by referral only. Participants must undergo a formal assessment prior to program start. Participants will be screened to ensure that career goals are realistic and suitable to their chosen fields of work. Job suitability will be based on the learner's ability to achieve his/her goals.

International English Language Testing System (IELTS)

IELTS is Canada's most popular high-stakes English-Language test. Accepted as a proof of English proficiency for study at all universities and colleges in Canada, and or permanent residency and citizenship by provincial and federal governments, IELTS is the test that opens doors.

Care for Newcomer Children (CNC)

CNC provides on-site child-care support that assists eligible parents to attend Language Instruction for Newcomers to Canada (LINC) class. CNC meets the needs of children new to Canada, with a focus on programming and language learning, in an inclusive atmosphere maintaining high safety standards. The CNC program is monitored and supported by Childminding Monitoring, Advisory and Support (CMAS), which is funded by Immigration, Refugees and Citizenship Canada (IRCC).

English for Academic Purposes (EAP)

EAP is for students who use English as a second language and require to improve their English language skills to further their education. The class combines reading, writing, listening and speaking skills preparing students for post secondary studies or additional professional development.

Specialized Language Training (SLT)

SLT is designed to focus on employment related fields to help students that are internationally training and use English as a Second Language to improve their English language skills and learn specific job-related language and terminology.