

# KAMLOOPS THOMPSON TEACHERS' ASSOCIATION

A LOCAL OF THE BRITISH COLUMBIA TEACHERS' FEDERATION

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**To:** Staff Representatives  
**From:** David Komljenovic, KTTA Vice President  
**Date:** January 23, 2007  
**Re:** Interpretation of School PD Committees Arbitration

Hi Staff Reps:

The decision for the School PD Committees arbitration came down on January 16<sup>th</sup> and was received by the KTTA office on January 19<sup>th</sup>. As you are aware, the grievance was denied (but was not entirely negative).

I will advise, though, that we have approached legal staff at the BCTF to consider appealing the decision (to the Labour Relations Board), as we feel there were errors in fact that Munroe used to make his final decision. We will advise as to the progress of this matter.

In the mean time, we have had the time to analyze the arbitration and have noted the following passages from the arbitration that provide both benefit and restrictions to our rights in this regard. All we provide here is an interpretation and are investigating the feasibility of an appeal (hence are not necessarily in agreement with the rationale).

## Benefits:

*"There is no dispute between the parties that the word 'determined' in Article IX.14.2 effectively means 'decided'; nor any dispute that each school's Professional Development Committee is empowered by Article IX.14.2 to decide on the school professional development program or activity that will occur on school-based professional development days." (p. 17)*

Munroe recognizes that the matter in dispute is not about the power of the PD committee. He makes it clear that the program that occurs on PD days is "decided" or "determined" by the school PD committee.

*"Neither is it disputed that as an abstract proposition, 'professional development' is capable of being undertaken individually as well as in groups." (p. 17)*

Munroe recognizes that PD pursued by individuals is still PD.



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*“an arguable and quite natural reading of the second sentence of Article IX.14.2, examined in full, is that the intended mandate of the school Professional Development Committees was the determination of professional activities for the school, on the school-based professional development days, which activities would presumably be relevant to the school’s teaching staff and to the school’s professional development goals or needs as judged by the Committee.”(p. 18)*

Munroe recognizes that it is the PD committee that sets out the PD goals for the school that are “relevant to the school’s teaching staff”. A smaller issue in this arbitration pushed by the Board is that PD goals have to be the same as the school goals as determined by the School Planning Council. This is **NOT** correct and Munroe clearly states that here. Further, it is noted that the PD goals and the type of PD programs determined for school PD days are to be relevant to the teaching staff.

*“The ‘provincial day’ is a non-instructional day that is common throughout the province, for which (as I understand the evidence) the Provincial Specialists Association of the B.C. Teachers’ Federation arranges workshops and seminars at various locations...The teachers in each school district choose for themselves which province-wide workshop of seminar, if any, they will attend. I say ‘if any’ because the teachers are not required to attend one of the province-wide workshops or seminars. Instead of doing so, they may elect to engage in a professional development activity in their home school or home district”(p. 21)*

Munroe has noted that teachers have a choice on the October provincial day to attend a workshop or seminar organized by the PSA or can attend a PD activity organized by the school PD committee at their home school. This means that a principal cannot prevent a teacher from participating in a provincially organized workshops or seminars.

### **Restrictions:**

*“However, the phrase ‘individual professional development’, which is the concept that the Association would have me imply into the second sentence of Article IX.14.2, can be found elsewhere in the collective agreement in close juxtaposition to that provision; more specifically, in the opening paragraph of Article IX.14...But the point is simply that the parties have used the phrase ‘individual professional development’ in their collective agreement; and if individualized professional development on non-instructional days was intended to be within the mandate of the school Professional Development Committee under Article IX.14.2, in the manner suggested by the Association, one would have expected Article IX.14.2 to include the words similar to those found in the opening paragraph of the article of which it is a part.”(p. 18)*

***“Given the significance of professional development to the school district’s core mission, it is reasonable to think that were management to agree to turn over to the teacher-dominated school Professional Development Committees the full range of responsibilities suggested by the Association, some greater clarity of expression would have been used to record that agreement.” (p. 20)***

The matter before the arbitrator was whether school PD committees could approve of alternate PD by individuals on school PD days. Munroe clearly disagrees with the Association which is why the grievance was denied. He notes that the language should have been clearer and should have included the term “individual PD” as it did in the preamble of Article IX.14 – which deals with the use of PD funds. Hence, it is clear that where an individual wishes to pursue alternate PD other than the program determined by the committee on school PD days, the individual must seek approval from the school Principal or Administration.

***No doubt, the school Professional Development Committees can organize professional development activities at the school level for a ‘provincial day’ for those teachers wishing to remain at their home school. But for such teachers, and in relation to the issue in this proceeding, I see no difference arising from the collective agreement between a ‘provincial day’, on the one hand, and the three school-based professional development days, on the other. The content of a self-directed professional development activity is subject to the approval of the principal. (p. 21)***

If a teacher remains at his/her home school on the October Provincial Specialists’ Association PD day, he/she is to participate in the program determined by the committee unless the principal has allowed the teachers to do self-directed PD.