

MEMO TO: All Faculty

FROM: Richard Mason, Chief Steward, Local 653

DATE: December 3, 2002

SUBJECT: Article 11.01 H Professional Development Days

There seems to be some discrepancy between the College and the Union regarding the interpretation of Article 11.01 H. Therefore, I would like to take this opportunity to express the Union's point of view.

Article 11.01 H 1 *The College shall allow each teacher at least ten working days of professional development in each academic year.*

Some administrators seem to think that the activities you perform during these ten days should benefit the College and that the College has the right to expect something in return for the ten days.

The ten days is a negotiated benefit in the same sense as two months vacation or holidays (Article 16) are negotiated benefits.

You are entitled to two months vacation. Granting you vacation does not benefit the College, and you are not expected to provide anything in return.

You are entitled to the holidays outlined in Article 16. Granting these holidays does not benefit the College, and you are not expected to provide anything in return.

You are entitled to at least ten days of professional development. Granting these days does not have to benefit the College, nor are you expected to provide anything in return.

Article 11.01 H 2 *Unless otherwise agreed between the teacher and the supervisor, the allowance of ten days shall include one period of at least five consecutive working days for professional development.*

There does not seem to be any disagreement over the interpretation of this clause.

Article 11.01 H 3 *The arrangements for such professional development shall be made following discussion between the supervisor and the teacher subject to agreement between the supervisor and the teacher, and such agreement shall not be unreasonably withheld.*

Under the College's interpretation, this Article implies that the teacher and the supervisor must agree on the activities performed during the ten days, or at least on the nature of the professional development.

At first glance, the word arrangements is ambiguous. It could mean "we've come to an arrangement", meaning, "we've come to an agreement". Or it could mean "we have to work out the details", meaning when are the ten days to be taken and who pays for the expenses.

The College prefers the first interpretation, but it does not withstand closer scrutiny. Why would an agreement between two people be subject to agreement between the same two people who made the agreement in the first place. Clearly, it is the details (who pays, and when are the ten days to be taken) that is subject to agreement.

Example: *I have to teach a computer programming language next year. I am not familiar with this language, but there is a five day seminar in Toronto which purports to cover the language from A to Z. Unfortunately, the seminar is only offered during a week in which I am scheduled to teach. The total cost, including transportation, meals and accommodation, and seminar fees is in the neighbourhood of \$5000. I approach my supervisor and ask that the College cover the expenses and release me from teaching for the week. The supervisor refuses. I file a workload complaint.*

Assuming that the teacher in the above example is able to demonstrate that he/she needs this professional development to properly perform his/her assigned duties (teaching the new computer programming language), the College's refusal to agree to these arrangements may be found to be unreasonable.

Alternatively, suppose that the supervisor agrees to these arrangements, but wants you to submit a written report as well as incorporate what you have learned in your course outline. Because the College is contributing both classroom time and money for this professional development, your refusal to accept these terms may be found to be unreasonable.

Example: *I am a communications teacher and I have the opportunity to learn a foreign language. The opportunity involves some travel and expenses. I approach my supervisor and ask to be released from classes and to have the College pay for my expenses. The supervisors response is "If you want to do that, do it on your own time and pay for it yourself". I file a workload complaint with the Workload Monitoring Group.*

Because this professional development does not directly benefit the College, it does not seem unreasonable for the supervisor to withhold agreement on these arrangements (to grant release time and to pay expenses). However, you are still entitled to at least ten days of professional development. This is your time, and you can use this time to pursue your goal of learning a foreign language, but you will have to pay your own expenses. Since the College is contributing nothing (aside from the negotiated benefit of ten days), they should expect nothing in return.

Example: *I am stressed out and I need some time off, so I have decided to spend my ten days of professional development playing golf. I am not asking the College to contribute anything, except, of course my ten day entitlement. The supervisor claims that this is not professional development and refuses to grant the ten days. I file a workload complaint.*

What is or is not professional development is a subjective issue and could vary from one individual to another, depending on their profession. Perhaps learning a foreign language is professional development for a communications teacher, but not for a teacher in computer science. The bottom line is that the ten days are to be used for the purpose of professional development, and if there is disagreement in this regard, then you should file a workload complaint and let the workload monitoring group wrestle with it.

Thank you,

Richard Mason

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