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TO: General Release 
 
FROM: Marne Jensen, Manager,

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Further, the collective agreement envisions staff committees being consulted on “the professional 
development activities of teachers”. 
 
The language in the two articles read together set out

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This Act sets out the responsibilities of the provincial bargaining agent and also sets out of the structure 
by which matters can be addressed locally and provincially. Ultimately, the collective agreement between 
the parties reflects this split in what is called “Appendix 1 (provincial items)” and Appendix “2 (local 
items)”. 
Professional development days are in Appendix 1. This means that only BCPSEA can bargain those items. 
Alternatively, if the local parties want to address the matter they must sign an agreement involving the 
local District, Teacher Association, the BCTF and BCPSEA. Without four signatures, such an agreement is 
invalid. We do not believe that this issue is in dispute. 
The agreement signed by the District and the GVTA in 2007 also recognized this requirement. The 
agreement stated as follows: 
The Greater Victoria Teachers’ Association and the Greater Victoria School District (#61) 
will make a joint effort to ensure that this becomes part of a mid-contract modification. 
In the event that the mid-contract modification is not accepted by the BC Public School 
Employers’ Association or the British Columbia Teachers’ Federation, the agreement shall 
remain in effect and will only be reviewed upon agreement of the Board and the Greater 
Victoria Teachers’ Association. 
This article is clear that BCPSEA’s agreement is required as the language and that both parties understood 
that the agreement was intended to modify the contract rather than interpret it. It should be highlighted 
that BCSPSEA became aware of the agreement after the District attempted to meld the language into the 
agreement, exactly as it was required to do. 
Given this clear language there is little doubt that BCPSEA has the authority to make the decision that it 
did. 
Impact of BCPSEA’s Notice 
Given the agreement required BCPSEA’s signature, the agreement was never fully ratified. This means 
that the agreement is void from the date of its signature. The impact is that the District would go back to 
the language of the collective agreement and would rely on the practice prior to the agreement. 
Conclusion 
1. The 2007 Professional Development Agreement is null and void and the District will 
administer professional development under the relevant articles in the collective 
agreement. 
2. In the absence of specific collective agreement provisions or limitations, the principle of 
management rights prevail. 
3. The District is well within its rights to create a reasonable approval process for self-directed professional development activities.