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*“If all the year were playing holidays,  
To sport would be as tedious as to  
work.”* – William Shakespeare

As I have just gotten back from a stimulating jaunt in Stratford, it seems appropriate to quote Shakespeare in an effort to ease our transition back in to life at work. I hope your summer was as satisfying as mine and I look forward to an equally rewarding academic year. I don't know about you, but in recent days my e-mails and phone calls from work have begun to increase dramatically making it abundantly clear, despite my attempts at denial, that the school year really is about to begin.

As we have not had a new faculty issue for two years, this volume is dedicated to all our colleagues who have recently joined us. If you find yourself in this situation, then this one is a keeper. Even members of the executive learned a lot in preparing this issue. It is largely excerpted from our Faculty Guide, which is available on our website.

I remember when I started at Abbott in 1993; it seemed as if everyone was speaking a foreign language. We hope that this issue will help you decipher some of the jargon that you may hear in your department and beyond. We begin with the most basic of information by presenting our

faculty association executive members and by explaining our affiliations with FNEEQ and the CSN. We quickly move on to your rights as covered under our current collective agreement including what you should check on your contract, how to apply for postings, how to calculate your workload, how to get tenure, parental rights, vacations—this list is not exhaustive, so you need to read on.

We would also like to take this opportunity to invite you to attend our general assemblies. Depending on pending issues, we meet two to three times a semester. This is your chance to express your opinion on issues that affect your workplace. In order to vote, you need to sign a membership form and pay a one-time \$2 membership fee, which you can do in the JACFA office (P-105). If you have any other questions, please feel free to contact us by phone, by e-mail, or even better, by dropping by our office (P-105). No question is too minor for us to answer.

Finally, I invite you to attend our Welcome Back Corn Roast on Wednesday, August 29 at noon on the Casgrain terrace. Your humble union representatives will be easily recognizable—we'll be shucking the corn!

Until then, enjoy an energizing start to the semester.


  
 SPECIAL ISSUE:


  
 NEW FACULTY GUIDE



# *What is JACFA?*

The John Abbott College Faculty Association is teachers helping teachers do their job. JACFA is an accredited union under the Quebec Labour Code. Its goal is to help make the working lives of teachers at John Abbott College as trouble-free as possible.

## *The General Assembly*

JACFA's most important body is the General Assembly, where all members can come to discuss important issues affecting teachers. All teachers, whether permanent or non-permanent, full-time or part-time, day division or continuing education, are members of JACFA, and once you pay your once-in-a-lifetime \$2 membership fee (the Labour Code made us do it), you can make your views known by coming to speak, listen and vote on any issue placed before the assembly. There are usually two or three general assemblies per semester, starting at 5:30 p.m. after classes or during the morning after classes end in December and May. The General Assembly makes all of the most important decisions for the association, including adopting collective agreements and the annual financial statement, taking strike votes and electing the seven members of the Executive each May for the following academic year.

## *The Executive*

The day-to-day operations of JACFA are run by the seven members of the JACFA Executive. All are teachers released part-time from their teaching duties. They meet each week on Wednesday afternoons to discuss current issues. The 2007-2008 members of the JACFA Executive are:

**PRESIDENT — Faye Trecartin**, English

**VICE-PRESIDENT INTERNAL — Jim Leeke**, Political Science

**VICE-PRESIDENT EXTERNAL — Michel Milot**, Mathematics

**TREASURER — Stephen Bryce**, Geography

**SECRETARY — Pierre Gauthier**, Police/Correctional

**COMMUNICATIONS — Jane Hannah**, Pub. Design & Hypermedia

**SOCIAL DIRECTOR — Daniel Gosselin**, French

## *Our Administrative Assistant*

Louise Samoissette is our administrative assistant. Call her when you have a question or a concern.

## *The JACFA Office*

The JACFA office is in Penfield 105 and is open from Monday to Thursday between 10:00 and 16:00. Come by to see us if you have any questions, big or small!

## *JACFA News*

Two or three times each semester, we publish a newsletter with articles about current issues of concern to teachers. Back issues are available on the JACFA website.

## *Union Dues*

Set by our General Assembly, union dues are 1.6% of all teachers' gross salary.

## *The JACFA Website*

*([www.johnabbott.qc.ca/jacfa](http://www.johnabbott.qc.ca/jacfa))*

Our website provides a wealth of useful information for faculty. Come check it out!

# ...what is JACFA?

## Our Union Federation, FNEEQ-CSN

JACFA is a member of the *Fédération des enseignantes et enseignants du Québec* (FNEEQ), the largest group representing cegep teachers across the province. FNEEQ negotiates our collective agreement with representatives from the government (the Ministry of Education, Leisure and Sport and the Treasury Board) and the Federation of Cegeps. It also takes positions on many other issues of educational, social and political importance to teachers. FNEEQ includes unions representing cegep teachers, sessional lecturers at Quebec universities, teaching assistants, and private school teachers.

FNEEQ is a federation of the *Confédération des syndicats nationaux* (the CSN), a confederation of public- and private-sector unions from across Quebec and beyond. The CSN represents us in our higher level dealings with the government, provides legal expertise and support during labour conflicts.

We are also members of the *Conseil central du Montréal-Métropolitain* of the CSN, which includes all CSN unions on the island of Montreal.

### Contact Us:

By telephone: 514-457-6610 ext. 5506

By fax: 514-457-9799

By e-mail: [jacfa@johnabbott.qc.ca](mailto:jacfa@johnabbott.qc.ca)

By snail mail: JACFA,  
John Abbott College,  
P.O. Box 2000  
Ste-Anne-de-Bellevue, QC  
H9X 3L9

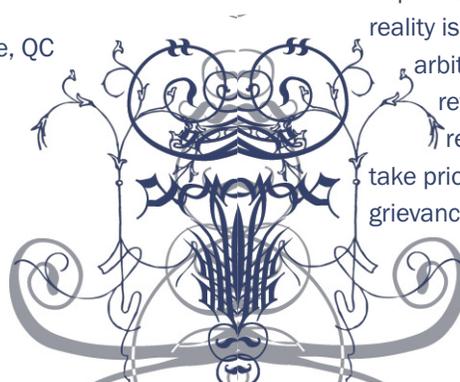
## Grievance and Arbitration

When a dispute arises between teacher(s) and the administration, both parties must try to settle grievances locally, including recourse to CRT, if necessary. A grievance is a written complaint filed by the union against the College because of a different interpretation of the collective agreement or other applicable laws.

A grievance must be submitted in writing within 30 working days after learning of the fact giving rise to the grievance, but no later than six months after the occurrence of the fact. In the case of a grievance involving sexual harassment, the deadline is six months after the fact giving rise to the grievance, and for psychological harassment, 90 days. The 30 working day clock starts on the second month of a teaching year. In case of a new teacher, the clock starts on the second month after hiring.

A grievance should be submitted on an official form. Once a grievance is submitted, the College has ten working days to respond. If the issue is not settled locally, at CRT or by mediation, on the union's recommendation, the grievance is submitted to an arbitrator. Upon receipt of the request for arbitration, a file is opened, and an acknowledgement is sent to the teacher(s), college, union and the Federation of Cegeps, FNEEQ and the Ministry of Education.

FNEEQ has 40 days of hearings per year from September to June – this is clearly insufficient! The reality is that many cases take years before going to arbitration; some may never be heard. Grievances referring to job security (i.e. dismissal), pre-retirement leave, and removal of hiring priority take priority over other grievances. Except for grievances concerning firing for disciplinary reasons, the losing party (FNEEQ on our side) pays the arbitration costs.





# Getting Started

## Getting Hired

If you are reading this, you have probably already been hired to teach at John Abbott. Congratulations! The rules for hiring are set in our collective agreement. Each department sets up a hiring committee with three teachers and two administrators (usually one Program Dean and one Human Resources representative). This committee meets to consider candidates if there are no teachers who have a hiring priority for the position. The proceedings are confidential to maintain the privacy of the applicants. The committee's job is to recommend the most qualified candidates for the position to the College. If the recommendation is unanimous, the College must hire the selected candidate. The College may, however, choose not to hire a candidate recommended by a majority vote. If there is no recommendation, the College may proceed on its own. Once you are hired for the first time and start accumulating seniority, you should not need to go through the hiring committee process again.

## Around the College

At the beginning of each semester, the administration organizes a two-day orientation session for new teachers. The large volume of information presented may seem overwhelming, but it's a useful introduction to teaching at John Abbott.

Some important places to remember:

- |                                    |                   |           |
|------------------------------------|-------------------|-----------|
| • the JACFA office (of course!)    | Penfield 105      | ext. 5506 |
| • the Photocopy Room               | Herzberg 003      |           |
| • AV services                      | Library 2nd floor | ext. 5337 |
| • the Faculty Lounge               | Herzberg 101      |           |
| • the Faculty Lunch Room           | Stewart Cafeteria |           |
| • Human Resources                  | Stewart Hall 100  | ext. 5000 |
| • Faculty Professional Development | Britain Hall 108  | ext. 5596 |

## Preparing Your First Course

At the cegep level, your "academic freedom" to teach what you want is limited by a curriculum that is set provincially for each program by the identification of the "competencies" they teach. In each college, departments coordinate the teaching of these competencies in their discipline(s) in the courses allocated to them. If you are teaching one or more sections of a multi-section course, there may be departmental course committees, common course outlines and/or common final exams. You need to speak to your department chair about these issues.

You should take a careful look at the College's Institutional Policy on the Evaluation of Student Achievement (IPESA). The full text of this policy is available on the John Abbott website (<http://www.johnabbott.qc.ca>) under General Information, College Policy. It outlines many of the rules you need to be aware of in setting up your course (i.e. the types and scheduling of evaluations, rules for attendance/participation marks, and much, much more. There is also an academic policy for course outlines that you should follow, and there may also be specific departmental rules that you need to follow (i.e. on student attendance or changes to the course outline during the semester). New course outlines must be approved by your department and Academic Council through its Curriculum Validation Committee. And don't leave making photocopies of your course outline to the last minute before your first class – you may find yourself in a long line of teachers watching the clock and cursing unreliable technology!

## ...Getting Started (cont'd)

It is important to remember that cegep teaching is not the same as at university. Especially if you are coming from graduate school, you may find this adjustment difficult. In any other province in Canada or in the United States, our first year students would still be in high school. They are not accustomed to listening to lectures of over one hour, reading college-level textbooks, or keeping up with the amount of homework we assign at cegep. Many will struggle with the independence cegep offers; others will blossom. Try to mix different teaching strategies (lectures, discussions, presentations, etc.) where possible to keep them motivated. Remember that some students are taking six other courses or more as well as yours!

Most of all, relax and enjoy yourself and your students. It may take a while to find the right rhythm and level, but you'll find that it can be a lot of fun to teach them and watch them learn in your classes.

## Your First Day Teaching

Here are some suggestions for your first day of classes:

- Check your course section days, times, and classrooms. Twice!
- Print your class list from Omnivox and read over the names before each class.
- Get to the college early.
- Find your classroom and make sure there are enough chairs for your students. If there are not, call Facilities (x5221), but they may not be able to do anything in time for your first class.
- Be in the class five minutes before it is scheduled to start.
- Especially in the fall semester when you are not the only one who's a little lost, give the students five extra minutes before starting.
- Introduce yourself to your students – tell them how you came to be their teacher.
- Take attendance.
- Carefully go over the course outline and explain your class rules (i.e. penalties for late submission of work, tolerance of lateness, etc.).
- Do an “ice-breaker” exercise to get to know your students and start learning their names. Laugh at yourself.
- Have fun!

## Signing Your Contract

Within a couple of weeks of being hired, you should receive a copy of your contract. Read it over carefully, paying particular attention to:

- your scholarship
- your experience
- your estimated workload
- your salary (of course!)
- the type of contract
- its duration (replacement, semester or full year)

If you have questions about any of these matters, you should check them out with the JACFA office, with Administrative Services, or both. It's important to sign your contract and return it to the Administrative Services as soon as possible – even if there are problems, they can usually be fixed later. If you will be travelling during the summer and do not receive your contract before you leave, you should call Administrative Services (ext. 5251) to let them know when you will be out of town, and make arrangements to sign and return your contract when you get back.





# *Evaluation of Teaching*

Starting sometime in 2007-2008, the College will be implementing its new policy on the evaluation of teaching. All teachers are evaluated under this policy, but it is most important for new teachers, because the results of these evaluations can be used by the administration in deciding to remove a teacher's hiring priority. It is primarily based on a student questionnaire administered by the College. This policy will affect you:

- **If you are in your first semester** – you will need to choose another teacher in your department (i.e. your chair or someone else you feel comfortable with) who will go over the results of the student questionnaire with you to try to identify potential problems or issues in your teaching
- **If you are in your second semester** – you will go over the results of your student questionnaires with the Program Dean responsible for your program/department. This evaluation is formative – its purpose is to identify problems and give you a chance to correct them. The Dean will give you written feedback if there are areas where improvement is needed, and suggest professional assistance if needed.
- **If you are in your third semester** – you will be evaluated by your Program Dean once again, and if problems identified in the previous evaluation have not been corrected, the College may decide to take measures, which may include the removal of hiring priority. If new serious problems are identified in this evaluation, you will be given the opportunity to correct them before any action is taken against you.
- **If you are beyond your third semester** (seniority 1.5+ years) – you will be evaluated every five years by your program Dean. The results are purely formative – to improve your teaching – and cannot be used against you to remove your hiring priority or in disciplinary procedures.

- **If you are in Continuing Education** - you will have a formative evaluation in your first semester and an administrative evaluation each semester after that with the Dean or his/her delegate. If problems are identified, you will be given the opportunity to correct them before any action is taken against you.

The full text of this policy is available on the John Abbott website ([www.johnabbott.qc.ca](http://www.johnabbott.qc.ca)) under General Information – College Policies (no. 12). Its purpose is to help you be a better teacher. If you feel that it is not being applied fairly to you or if you have any other concerns about this policy, contact the JACFA office. You have the right to be accompanied by a union representative at any meeting with the administration if you are concerned about what is happening.

## *Reapplying for Your Job*

At John Abbott, most hiring of non-permanent teachers is done semester by semester by seniority. **Please note that in order to exercise your hiring priority, you must apply for your job when it is posted** – you should also apply for all of the other jobs in your discipline for which you are qualified. If you miss the posted application date, the College must give your job to the next qualified applicant with the most seniority. There is no “General Offer of Service” agreement at John Abbott, so you must reapply each semester. Most jobs for the winter semester are posted in November, and most for the fall semester are posted in June. Copies of the job postings are distributed to department chairs and are sent out by e-mail from College Info if you have a John Abbott e-mail address.



# Work Organization

John Abbott is a large, bureaucratic organization, but the most important bodies that affect teachers are their department, their program committee, Academic Council, Faculty Professional Development Committee and the Labour Relations Committee (CRT).

## Academic Departments

Departments group together one or more disciplines. They are responsible for coordinating the curriculum of the courses offered in their discipline(s) at John Abbott. They are given this authority in our collective agreement. Every teacher under contract at the College, whether full-time, part-time or in Continuing Education, is a member of their department, has the right to attend department meetings and vote on the decisions made as an equal member of the department. Attending department meetings is a required part of your job as a teacher (except in Cont.Ed.).

Departments may set up committees or other structures to help it do its business (i.e. course committees, curriculum committees, etc.). Each department must have a Grade Review Committee to hear appeals of grades by students (see the John Abbott IPESA for details). They also appoint three members to sit on the departmental hiring committee for their disciplines along with two administrators.

## Department Coordinators

In order to ensure that departmental business is carried out, the department elects one or more persons as coordinator. A department coordinator is not an administrator – they are teachers released partially from teaching to do their jobs. There is no defined “job

description” – each department must decide for itself how to divide its tasks, including chairing department meetings, managing the departmental budget, scheduling classes, etc.

## Program Committees

Each program of study that leads to a DEC offered at John Abbott has a coordination committee made up of representatives from each discipline in the program, including General Education, the Program Dean responsible for the program, and others (i.e. students, academic advisors, etc.). The purpose of these committees is to offer the College advice on how the program should be structured, and to coordinate curriculum, particularly across disciplinary boundaries. The program committees of the large pre-university programs (social science, science, CALL) are structured differently (with elected disciplinary representatives) from the smaller programs, where many or all department members may take part in the proceedings. Each program committee selects a program coordinator, whose job it is to run program committee meetings and make sure its recommendations are communicated to the College.

## Academic Council

The Cegep Act requires each college to establish an Academic Council that offers advice to the Board of Governors on a variety of subjects, including the College’s academic policies and the Student Success plan. In addition, our collective agreement also requires the College to consult with Academic Council on certain issues. We have a local agreement with the College that provides for a body with a majority of teachers on it, along with representatives of the administration, students, professionals and support staff. Academic Council has a number of standing committees that oversee different aspects of academic life at the John Abbott (i.e. program assessment, student success, academic standing and advancement, library and media services, curriculum coordination and validation, etc.). If you are interested in getting more involved in the college, Academic Council or one of its committees may be a good place to start!



# *Work Organization (cont'd)*

## *Faculty Professional Development Committee*

In accordance with our collective agreement, the College allocates the princely sum of \$195 per teacher which must be used for professional development activities. The collective agreement provides for a parity committee with faculty and administration representatives to set priorities and allocate these funds each year. Since not every teacher uses their funds each year, you can apply for up to \$800 per year of funding for professional development activities, such as taking courses in your discipline or in education, attending disciplinary or pedagogical conferences and workshops, etc. Under certain circumstances it may be possible to access two years funding. The committee meets to allocate these funds about eight times each year, and widely publicizes the deadlines for applications.

## *Labour Relations Committee (CRT)*

Generally referred to by its French acronym, the CRT (*Comité des relations de travail*), is a standing and permanent parity committee of the College, which brings together the administration and union representatives. Our faculty representatives are the JACFA Executive. This committee discusses and strives for agreement on all questions relating to the application or interpretation of the collective agreement. Before making a decision concerning the following matters, the College must convene the CRT (4-3.14):

- Teaching transfers;
- Agreements with other educational institutions;
- Closure of programs;
- Any modification of working conditions resulting from pedagogical and/or new teaching methods and/or teaching techniques;
- Dismissals;
- Disciplinary measures;
- Vacation periods;
- College exchanges, etc.

The College must convene the CRT following any dispute submitted by the union or a teacher concerning (4-3.15):

- Workload;
- Evaluation of experience;
- An unfavourable remark or incriminating entry in the teacher's file;
- The removal of job priority, etc.

CRT is convened during the winter semester, usually in April, to determine the number of teachers to be allocated to each discipline for the following academic year.

In the fall it meets to consider adjustments for the winter semester.



# *Our Collective Agreement*

College teachers have one of the longest and most complex collective agreements that you will find for a union representing a single job classification – over 300 pages! Our current “agreement” came into effect in December 2005 and will expire in June 2010 or when a new agreement is negotiated to replace it.

Our collective agreement includes chapters on union prerogatives, work organization, employment and fringe benefits, remuneration, professional development, the teaching load and its distribution, grievances and arbitration. There are also many additional provisions and appendices expanding on these topics and dealing with special circumstances in different colleges. In between negotiation periods, “Letters of Agreement” are periodically signed to deal with situations that arise (for example, on implementing revised salary scales as a result of the pay equity settlement).

## *How We Negotiate*

Our collective agreement is negotiated in three parts:

- at the central table, provisions for all of the public sector are negotiated by our union confederation, the CSN (usually as part of a Common Front with the other union centrals), and the government. This includes pension provisions, salary increases, etc.
- at the sector table, provisions that define the working conditions that apply at cegeps are negotiated by our union federation, FNEEQ and the CPNC (Comité patronal de négociation des collèges), a committee made up of representatives of the Quebec government (the Treasury Board and Education Ministry) and the Federation of Cegeps, representing cegep administrators.
- at the Federations table, provisions defined as “local” under the Quebec law regulating public sector negotiations are negotiated and “recommended” to each college and union, who must sign them individually.

The negotiated texts from all three tables are then compiled into one document – our collective agreement. At least, that’s the theory...

In December 2005, over three years after our previous collective agreement had expired and without any serious attempt to negotiate, the government chose to legislate an end to our negotiations and decree our working conditions, including no pay increases in the first two years of the contract. Although last minute talks managed to mitigate some of the most harsh provisions included in the decree, at best the result can be described as the labour relations equivalent of a shot-gun wedding.

## *The FNEEQ Nonpermanents Guide*

Our union federation publishes a more readable version of the collective agreement after each negotiation, with particular emphasis on explaining the provisions of relevance to non-permanent teachers. It is available (in French and English) on the JACFA website (under the FNEEQ - Regroupement Cégep).

## *Getting a Copy of the Collective Agreement*

When you are hired for the first time, or after the collective agreement is periodically “renegotiated”, you should be given French and English copies – the French text is the official one. You can also access a copy on-line on the JACFA website.



# Teacher Tasks

The job description of teachers is divided into three areas (volets):

## ***Volet I* – All of the activities inherent to teaching, namely:**

- The preparation of course outlines;
- The preparation of classes, laboratories or field-work;
- The teaching of classes, laboratories or field-work;
- Course adaptation;
- Tutoring (*encadrement*) of your students;
- The preparation, supervision and correction of examinations;
- The revision of marks at the students' request;
- Participation in pedagogical days organized by the College;
- Participation in department meetings.

## ***Volet II* – For some teachers, the teaching load may also include collective responsibilities:**

- Department coordination;
- Specific tutoring activities for students;
- Coordination of program committees;
- Participation in program activities;
- Participation in the development, implementation and evaluation of programs.

## ***Volet III* – If a teacher agrees, the teaching load may equally include:**

- Professional development activities;
- Retraining;
- Field-work or work activities related to the teacher's discipline;
- Functions related to research and pedagogical innovation;
- Activities in transfer of technology centers.

## ***Teacher Workload***

Teacher workloads in Volet I are calculated by a formula known as the *Charge Individuelle* (CI) that combines four factors: the number of teaching hours, the number of hours of preparation (one hour of preparation is credited for each teaching hour for each different course, but not for another section of the same course), the number of students supervised in each course section, plus an additional factor for high numbers of students. There is a separate formula for stage or fieldwork supervision.

A full-time teaching load over the whole academic year should generate a CI of approximately 80 units; for one semester it should be 40 units. However, the administration can assign workloads of up to 10% more over the year (88 units), and as high as 55 units in one semester, without incurring overload pay for the teacher. If a teacher takes on tasks from Volet II or III, he or she is released from a set portion of their CI. For example, if a department coordinator is allocated a 50% release from teaching, their CI from teaching should be 40 units over the year.

From the JACFA website, you can download an Excel spreadsheet (developed by the Dawson Teachers Union) that you can use to calculate your CI. If you prefer to calculate it yourself, you can find the formula in your collective agreement in Appendix I-1 (page 186).

If you are a non-permanent teacher, with less than a full-time semester contract, the College will estimate your workload on your contract, and then verify the calculation after the drop deadline (around September 20 in the fall and February 15 in the winter semester). Your salary can only be increased, not reduced, at this time.

If you are a part-time, non-permanent, day-division teacher whose CI is at least 50 units, you can add hourly-paid Cont.Ed. teaching (including night and summer courses) and *suppléance* (substitute teaching) to your annual workload using the same formula. For example, if your regular teaching CI over the year adds up to 67 units and if you teach one 45 hour course at night and another in the summer, you would add to your CI approximately 13.71 units for a total of 80.71 units over the year.

As a result, you are considered full-time, and should get paid a full-time salary and be credited with one full year of seniority.

# Types of Contracts

## Full-time Contract

A full-time contract is given to a full-time teacher:

- In a Post – a full-time, full-year workload created by an increase in the number of teachers allocated to a discipline, or by the departure of a tenured teacher;
- As a Full-time Replacement (*Charge*) – a full-time, full-year workload replacing one or more teachers who are released from teaching duties or who are on leave (does not lead to tenure). These are rare at John Abbott;
- With a Full-time Continuing Education workload – a full-time, full-year workload in Continuing Education (525 hours of teaching in one academic year amounts to a full-time load);
- As a teacher hired for a full-time workload for the fall semester who is re-hired for a full-time workload in the winter semester;
- As a teacher who achieves a workload of 80 units during a contractual year;
- As a teacher who achieves a workload of 50 units or more in the day division and who also teaches courses in Continuing Education, summer school or as a replacement teacher (suppléance), where the calculation of the workload of these courses gives the teacher a total of 80 units or more in one contractual year.

## Part-Time Contract

A part-time contract is given to a part-time teacher:

- A teacher hired for a full-time workload with a contract of less than 12 months;
- A teacher hired for 12 months or less with a workload less than that of a full-time teacher.

\*Note: Even if you are a full-time teacher during the fall semester, you are considered a part-time teacher until you are assigned a full-time load in the winter semester and are issued a new contract.

## End of contract

The contract of a non-permanent teacher ends automatically on the date specified on the individual's contract. To be re-employed by the College, a non-permanent teacher must apply in writing within deadlines to a specific job posting.





# Getting Tenure (Permanence)

There are four ways to acquire tenure:

- At the beginning of the first contract in a teaching post in either of the two contract years following three consecutive years of full-time charge contracts;
- At the beginning of the first contract in a teaching post after having accumulated five years of seniority;
- At the beginning of the second consecutive contract in a teaching post after having accumulated three years of seniority before the beginning of the first contract in a teaching post;
- At the beginning of the third contract in a teaching post in either of the two contract years following two consecutive years of a teaching post contracts. With tenure, you acquire the right to job security if you are placed on availability (MED) and your full-time contract is renewed automatically from year to year.

# Disciplinary Action

Our collective agreement defines the procedures that the College must take before taking disciplinary action against a teacher. Normally, they may not proceed without meeting with the teacher (we strongly advise taking a union representative along to such a meeting). Before taking action, the College must have previously sent at least two written notices related to similar offences in the past year, giving the teacher enough time to make the necessary modifications between the notices. Before suspending or dismissing a teacher, the College must first consult with the Labour Relations Committee (CRT).

In exceptional circumstances where a teacher has caused “prejudice to the College, its members, its staff or the students, which by its nature and seriousness necessitates immediate action”, the College may temporarily suspend a teacher (with pay) by means of a written notice stating the reasons for the suspension. It then has up to 15 working days to decide what action to take (in writing) and to convene a Labour Relations Committee (CRT) meeting. Following this, each side has five working days to study the case before the College can take action (in writing).

A teacher has the right (without prejudice) to be heard at the Labour Relations (CRT) meeting and may decide to resign up to the point at which the College takes its action. The teacher can also, of course, challenge this decision by filing a grievance, which may subsequently go to arbitration.

# Seniority

The method for the calculation of seniority is as follows:

## *Full-time teachers:*

One year of seniority is granted for the completion of a full contractual year. Some types of leaves also accumulate seniority.

## *Part-time and hourly paid teachers:*

Seniority is pro-rated in accordance with the proportion of a full-time workload (40 units) in each semester in the day division or as a proportion of 450 hours per academic year in Continuing Education or as an hourly-paid teacher in the day division (i.e. suppléance). Teachers cannot accumulate more

than one year of seniority per contractual year.

Even if you did not sign a contract with the College, you are entitled to seniority credit for any teaching done.

If you were hired for less than a full academic year, your seniority is calculated on the proportion of the number of weeks taught based on 30 teaching weeks in a full academic year. For example, if you taught half time for ten weeks, your seniority would be calculated on the basis of  $10/30 \times .50$ .

If two or more teachers in a discipline have equal seniority, the teacher with more experience will be placed on the seniority list ahead of a teacher with less experience. If experience is equal, then the teacher with more scholarship is listed ahead of the teacher with less scholarship.

Accumulated seniority is lost by resignation, by being fired or by not being re-hired in the three years immediately following the year during which the non-permanent teacher had a teaching load.

# Hiring Priorities

To determine your re-hiring priority, you have to ascertain your contractual status, current seniority, dates of your contract, years of experience and scholarship.

There is a province-wide job security system for cegep teachers, which is also a factor in determining hiring priorities, especially for posts and full-time annual replacement contracts. Clause 5-4.17 of the collective agreement specifies the hiring priorities for the "mis-en-disponibilité" (MED) teachers as well as non-permanent teachers. For full-time, full-year teaching jobs (posts and replacements), non-permanent John Abbott teachers must wait until June 27 for May job postings, to find out if a MED teacher from another cegep has been assigned by the "Bureau de placement" to John Abbott for a full-time, full-year job for which a non-permanent John Abbott teacher (full-time or part-time) has applied.

In addition to the hiring priorities specified in the collective agreement, full-time, non-permanent teachers employed by John Abbott have the following rights:

- their names will be sent for registration to the "Bureau de placement" by April 1;
- at their request, they will receive from the "Bureau de placement" the list of available posts and replacement jobs in their discipline at all colleges;
- they can obtain from John Abbott the required forms to apply for teaching posts at other colleges in their discipline or in other disciplines;
- they must submit their applications in writing to the appropriate colleges within seven days of the posting of the list on the website.

## Priority for a Post

1. A MED from the College in the discipline;
2. A MED from the College from another discipline or a permanent teacher from another discipline where there is a MED;
3. A permanent teacher from the College having been retrained;
4. A voluntary MED from the zone;
5. A voluntary MED from another zone;
6. a) A MED from another college in the same zone or sector or;  
b) A MED outside the zone in the same discipline from a closed program or;  
c) A non-permanent teacher from the College with at least 9 years of seniority;
7. A non-permanent teacher from the College;
8. A non-permanent teacher from the College in another discipline;

**Note 1:** John Abbott's "zone" includes Édouard-Montpetit, Lionel-Groulx, Montmorency, Champlain St-Lambert and Valleyfield and all cegeps on the island of Montreal. John Abbott's "sector" includes the zone plus L'Assomption, St-Hyacinthe, St-Jean-sur-Richelieu, St-Jérôme and Terrebonne.

**Note 2:** For the complete list of hiring priorities, see the collective agreement (5-4.17).

## Priority for a Day Division Contract

The order of hiring priorities for other teaching loads (part-time contract, full time contract for one semester, replacement contract) is the College seniority list by discipline. Teachers in Continuing Education have the right to be considered for day division contracts, but not necessarily to be hired over other candidates.

## Priority for a Continuing Education Contract

The order of hiring priorities for courses in Continuing Education is the College seniority list by discipline. Note that a teacher from Continuing Education hired to teach in the day division (even for *suppléance*) will then receive priority to teach in the day division. ContEd teachers bring their seniority with them when they teach in the day division.

## Priority for a Summer Course

Summer courses are offered in some disciplines. Teachers are paid by the hour and normally these courses are given to non-permanent teachers who did not have a full load for the year. Summer course seniority is added to the teacher's seniority for the academic year preceding that summer.



# Salary Scales

A teacher's salary is a function of **scholarity** (the number of years of education recognized as completed), **experience** (both previous experience and years of service teaching at John Abbott) and the **degrees** obtained (whether you have a master's or Ph.D.). Following the resolution of pay equity negotiations with the government, here are our revised salary scales for the next three years:

Level	Current salary	2007-10-01 (2% pay increase)	2007-11-21 (pay equity adj.)	2008-08-16 (2% pay increase)	2009-07-01 (2% pay increase)
1 <sup>1</sup>	34,369	35,056	35,056	35,757	36,472
2	35,644	36,357	36,357	37,084	37,826
3 <sup>2</sup>	36,920	37,658	37,658	38,411	39,179
4	38,401	39,169	39,171	39,954	40,753
5 <sup>3</sup>	40,029	40,830	40,850	41,667	42,500
6	41,732	42,567	42,606	43,458	44,327
7 <sup>4</sup>	43,502	44,372	44,432	45,321	46,227
8	45,351	46,258	46,341	47,268	48,213
9 <sup>5</sup>	47,272	48,217	48,324	49,290	50,276
10	49,280	50,266	50,399	51,407	52,435
11	51,371	52,398	52,559	53,610	54,682
12	53,552	54,623	54,815	55,911	57,029
13	55,825	56,942	57,166	58,309	59,475
14	58,190	59,354	59,613	60,805	62,021
15	60,664	61,877	62,174	63,417	64,685
16	63,238	64,503	64,840	66,137	67,460
17 <sup>6</sup>	65,924	67,242	67,621	68,973	70,352
18 <sup>7</sup>	67,121	68,463	68,720	70,094	71,496
19 <sup>8</sup>	68,340	69,707	69,837	71,234	72,659
20 <sup>9</sup>	69,580	70,972	70,972	72,391	73,839

- 1 start for teachers with recognized scholarity of less than 17 years and no experience
- 2 start for teachers with recognized scholarity of 17 years and no experience
- 3 start for teachers with recognized scholarity of 18 years and no experience
- 4 start for teachers with recognized scholarity of 19 years and no experience
- 5 start for teachers with recognized scholarity of 19 years and doctoral degree, no experience
- 6 top of the scale for teachers with no master's degree recognized
- 7 top of the scale for teachers with a recognized master's degree
- 8 only attainable for teachers with a recognized scholarity of 19 years and a doctoral degree
- 9 top of the scale for teachers with a recognized scholarity of 19 years and a doctoral degree

# Benefits

Our collective agreement provides us with the opportunity to participate in a variety of benefit plans.

## *Our Group Insurance Plans*

### **Health Insurance**

All JACFA members with a workload of 20% or more are required either to join our health insurance plan or show evidence of comparable insurance from another source (by Quebec law this cannot be the government's universal drug plan). This insurance covers drug, hospitalization, travel and paramedical expenses. Eligible prescription drug expenses are paid at 80% up to a total of \$1000, then 100% after that. Generic drugs are covered at 90%. Our plan pays 100% of the cost (over medicare) of semi-private hospital accommodation. Eligible paramedical expenses are covered at 80% up to the applicable maximum annual and per visit amount. **Please note that tests done at private clinics are not covered under our plan.**

### **Travel Insurance**

Our Health Insurance policy refunds emergency medical expenses incurred outside the province of residence at 100% up to \$1,000,000 lifetime for trips up to 180 days. Travel Cancellation Insurance is also provided up to \$5000 per insured person per trip.

### **Life Insurance**

Our collective agreement provides JACFA members with a death benefit of \$6400 if their workload is 70% or over, and \$3200 if it is less than 70%.

### **Basic Life Insurance**

All members of JACFA under 65 years of age can purchase life insurance in the amount of two times their annual salary. If you are between 65 and 69, the amount available is one times your salary. At 70 this is reduced to \$10,000.

### **Optional Life Insurance**

If you and/or your spouse are under 70 years of age and want to purchase more life insurance, it is available in blocks of \$20,000 up to a maximum of \$140,000 per person. The rates vary by age, sex and whether or not you are a smoker.

### **Dependant Life Insurance**

You can purchase life insurance for your spouse and dependants. For your spouse, the benefits are limited to \$10,000 if they are under 65 years old, \$4000 between 65 and 69, and \$2000 if 70 or older. For children, the benefit is \$4000 beginning 24 hours after birth.

### **Accidental Death and Dismemberment Insurance**

This insurance doubles the amount of your life insurance in the case of an accidental death or dismemberment.



# Parental Rights

Our collective agreement provides for maternity, paternity, parental, and adoption leaves in conjunction with those offered by the Quebec government (if you live in Quebec) or Employment Canada (if you live elsewhere in Canada). These provisions supplement the amount of money received while on such a leave and protect your right to return to work after your leave is over.

This is a complicated area that has changed significantly recently with the introduction of the

Quebec plan in January 2006. For more complete information, consult the FNEEQ parental rights guide, available on the JACFA website (at present in French only).

The **Campus Daycare**, located at the corner of Maple Avenue and Lakeshore in Ste-Anne-de-Bellevue, gives priority for its available spaces to the employees and students of John Abbott and McGill's Macdonald College. It can be reached at 514-398-7951.

# Pensions & Retirement

Cegep teachers are part of the RREGOP (Régime de retraite des employé(e)s du gouvernement et des organisations parapubliques) pension plan for Quebec public sector workers. You may notice that on your bi-weekly pay stub, 7.06% of your admissible salary (set by the portion of your basic salary which exceeds the exemption granted in consideration with QPP, i.e. \$14,735) is deducted for this pension plan. It is a defined benefit plan where our employer (in theory) contributes an equal amount to the plan.

Full pension benefits are reached after you contribute to the plan for 35 years – you accumulate 2% per year up to a maximum of 70% of your average best five years salary before you retire. If you retire before you have 35 years of credited service, 2% is deducted for each year less than 35. If you are under 60 years of age (and do not have 35 years of credited service),

there are further actuarial penalties applied (4% per year). **You should also note that at age 65, the RREGOP pension is blended with QPP benefits.**

JACFA has a computer program that can estimate your pension income before and after taxes. Just bring a recent pension statement and your projected retirement dates to Louise in the JACFA office and she will prepare a statement for you within the next month.



# *Leaves of Absence & Workload Reduction*

Our collective agreement includes provisions for many different types of leaves. Some of the more commonly used include:

## *Leave with Deferred or Anticipated Salary (5-12.00)*

This leave allows a full-time permanent teacher to spread out his or her salary in order to have a paid leave of absence for six months or a full year. You may either take the leave first and pay for it during the following 2 to 5 years, or reduce your salary for 2 to 5 years and take the leave after with the deferred salary. Seniority, experience and pension credits are accumulated as if you had not participated in the leave of absence plan. For this leave, your pension contribution is calculated on the proportion of your salary.

## *Workload Reduction Leave (5-14.00)*

This leave allows a full-time teacher (with at least three years of seniority) to reduce his or her workload by between 40% and 90%, calculated on the basis of an academic year. This reduction can be taken in one or two semesters within the same academic year. The amounts of workload reduction can vary from semester to semester. The major advantage of this work reduction leave is that you receive pension credits as if you were teaching full-time but you must pay more than your normal full-time pension contribution. You continue to accumulate full-time seniority and experience.

## *Professional Development Leave (7-3.00)*

Any teacher may take an unpaid leave of absence for professional development purposes that may last from one semester to a maximum of two years. The teacher accumulates seniority and experience as if he or she were not on leave. You receive no pension credits unless you buy them back when you return to work. Professional development activities include studying and working in a relevant field. [If you are considering this leave just for one semester, you should consider a Work Reduction (5-14.00) leave instead, if you are eligible for it, because it includes pension credits.]

## *Leave without Pay (5-15.00)*

Any permanent teacher, or a non-permanent teacher with three years of seniority or who has had a full-time workload for two years, may obtain a full-time leave without pay for the following academic year upon written notice to the College. You may not have paid employment during this leave without written authorization from the College after agreement at the Labour Relations Committee (CRT). For the first year, you accumulate one year of seniority. This leave can be renewed for a second year but without the accumulation of seniority. Experience credit is granted if you have relevant work experience during your leave. You receive no pension credits unless you buy them back when you return to work.

## *Half-time Leave (5-16.00)*

Permanent teachers, as well as non-permanent teachers with three years of seniority or who have had a full time workload for two years and who have or obtain a full-time workload for the year of the leave, may take a half-time leave without pay either by teaching full time one semester and taking a full-time leave in the other semester of an academic year or by teaching half-time in both semesters. For the first two years of this leave, you



## ...Leaves of Absence & Workload Reduction (cont'd)

accumulate one year of seniority for each year of half-time leave. For each supplementary year beyond the first two, you accumulate half a year of seniority. You are given half a year of experience for each year you are on leave but may be granted more if you have relevant work experience during the other half of your time. You receive half-time pension credits unless you buy back the other half. This type of leave is much less desirable than the Work Reduction Leave (5-14.00) because of the cost of the pension credit buy back and the partial credit for experience.

### Special Leaves

A teacher is entitled to the following special leaves, without loss of salary, after notifying the College:

#### Death in the family:

- Spouse, child, spouse's child      5 consecutive working days

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- Father, mother, father or mother-in-law, brother, sister      3 consecutive working days (one more if event is 240+ km away)

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- Brother or sister-in-law, son or daughter-in-law, grandfather, grandmother      The day of the funeral (one more if event is 240+ km away)

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- If deceased resided with teacher      3 consecutive working days

#### Wedding:

- Teacher      5 consecutive working days (including day of wedding)

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- Father, mother, son, daughter, brother, sister, half-brother or sister.      The day of the wedding (one more if event is 240+ km away)

#### Moving:

one day, once per year

##### Emergencies

- disaster, flood, fire requiring teacher absence      By agreement with the College

**Quarantine** ordered by medical authority      The number of days set by authority

**Jury, witness in a trial**      The number of required days



## *Sick Days*

A full-time teacher in his/her first year of employment with the College is credited with a total of 13 sick leave days. In each subsequent contractual year, a full-time teacher is credited on September 1 with an additional seven sick leave days, which have no monetary value if unused and are not cumulative. However, if a teacher has thirteen days or less in his/her sick leave bank on June 30, the unused balance of the seven sick leave days credited on the previous September 1 is added to his/her non-monetary sick leave bank. Part-time teachers are credited with sick leave days in proportion to their contractual status as full-time equivalents. MED teachers are credited in proportion to the salary they receive.

The sick leave bank is used to pay your full salary for the first five consecutive working days missed as a result of illness.

You should get a statement of your sick days from the College each semester. The College (for some reason) has decided to communicate information about sick days to you in hours rather than days – 6.5 hours are the equivalent of one day's absence. You cannot, however, be sick by the hour.

You can also use up to six sick days per year to care for your children, for health, educational, or security reasons, and these can be taken in half-days.

## *Salary Insurance (Short-term Disability)*

Our collective agreement includes a salary insurance plan which kicks in after five consecutive days missed due to illness. It pays 85% of your salary for up to 52 weeks and then 66 2/3% for up to an additional year. After the expiration of these benefits, if you are not covered by the optional long-term disability group insurance plan, you may extend your paid sick leave by using the balance of days in your sick leave bank.

## *Long-term Disability Insurance*

If you are unable to return to work after two years of illness on salary insurance, you become eligible for long-term disability (LTD) insurance if you are under 65 and have signed up for it. This pays you 80% of your net pre-disability income (tax free) until you are able to return to work. LTD insurance is compulsory for all permanent teachers at tenure. You may withdraw from LTD two years before you are eligible to retire without actuarial reduction to your pension (i.e. you will be 60 years of age or older at retirement or you will have at least 35 years of service recognized for pension purposes).

## *Vacation*

A full-time teacher is entitled to two months of paid vacation beginning around June 16 of each year. The College consults the CRT for the exact dates each year during the Winter semester. You may request that the College shift your vacation earlier or later; this however is at the College's discretion.

Summer pay is calculated as follows:

- The first two pay periods (mid-June to mid-July) are based on the pay you received during the fall semester.
- The last two pay periods (mid-July to mid-August) are based on the pay you received during the winter semester.

If you were full-time, you will receive full-time pay throughout the summer. If not, you should pay attention to when you will be getting paid and in what proportion to a full-time salary.



**John Abbott College  
Faculty Association**  
Penfield-105  
P.O. Box 2000  
Ste-Anne-de-Bellevue  
(Québec) H9X 3L9

Phone:  
**(514) 457-6610**  
ext. 5506

Fax:  
(514) 457-9799

Email:  
[jacfa@johnabbott.qc.ca](mailto:jacfa@johnabbott.qc.ca)

Website:  
[www.johnabbott.qc.ca/jacfa](http://www.johnabbott.qc.ca/jacfa)



**CSN**

**fneeq**

Fédération nationale des  
enseignantes et enseignants  
du Québec



# The impostor

That's a hard cold certainty.

For starters, studying in Computer Science, I ended up teaching French.

Try to beat that!

Everyone on the JACFA Executive has been a long-time activist at various levels of human rights struggles along with the intelligentsia de gauche. I was one of the five at animal rights rallies.

I am also the recently elected chair of the French Department. But the truth remains not a soul wanted the job. My colleagues in said department may rest assured that I am continuing in this role, so they can still rest comfortably on me as their chair. As for me, I was searching for ways to shun my habitual responsibilities, as usual.

I was approached by JACFA for hanging out, I can only assume, in lively Academic Council meetings, lovely CRT gatherings and tutti frutti get-togethers with associate deans and other notables of John Cabot, sometimes asking silly questions, keeping them on their toes. I stand accused. But again reality can be deceitful, as I was avoiding having to answer all the calls and emails back at the ranch. To me, these assemblies are worth their entertainment



value, as I still fail to figure out what goes on most of the time—incessant hours of restless observations of human nature, among other things. Also, as a Ph.D. in

linguistics (God only knows how and why I obtained THAT!), the lingua spoken all around here (English I'm still guessing) fails not to fascinate me endlessly, as I too, like John Cabot, explore brave new linguistic worlds.

Enough evidence, so there you go...

Now you know.

I don't belong.

I'm an impostor.

The minute the other directors of JACFA, including our charming President, established the evidence, it was too late, the elections were over and I was on the bus. I'm sneaky.

They did what had to be done: I'm in charge of Social Events.

Expect the unexpected.

For starters, a corn roast on Wednesday August 29th on the Casgrain Terrace. See you there!  
*Daniel Gosselin*

## JACFA Dues Increase

In accordance with the resolution adopted at the May 10, 2007 JACFA General Assembly, our union dues are increasing to 1.6% as of the first pay period of this academic year (2007-2008).

**Corn Roast !**  
**Wednesday Aug. 29, 2007 at 12:00**  
**on the Casgrain Terrace**