

JACFA NEWS

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**General Assembly
Wednesday,
September 29
P-204**

NEW TIME!

4:30 p.m.

- Decentralization: Proposed Changes to the Cegeps
- Psychological Harassment
- Daycare

From Faye's Desk

Welcome back all. It is with respect and anticipation that I take over Barbara De Lorenzi's column. I would like to take this moment to dispel rumours that Barbara has retired: she remains in the Chemistry department, molecule dancing and coordinating the Honours Science Program.

As my first few weeks as JACFA president are underway and I am faced with new tasks and challenges, I am reminded of the difficulties often encountered by new teachers.

The first month of teaching can be overwhelming as unanticipated problems and situations arise. With the constant demand to create new curriculum, it is not unusual to work well beyond one's contractual availability. Rest assured

that it does eventually get easier and in the meantime please feel free to drop by our office (P-105) if you have any questions about your working conditions.

While this issue contains items of interest to all faculty members, we have tried to gear its content to our new faculty members who may need to know some union basics. On the same note and as a final thanks to Barbara, I quote Yogi Berra: "You can observe a lot by just looking around."



Cegep Teachers Protest College Forum Last June in Quebec

Last spring, the Minister of Education, Pierre Reid, announced a public consultation on the future of college education, questioning the "Quebec model," its financing and its contribution to the development of Quebec and its regions. An on-line consultation drew 548 comments, and the clear majority (over 98%) favoured maintaining the current system. In June at the Fo-



rum on the Future of College Education in Quebec City, 400 people—just 14 teachers and 10 students—met for two days indoors, while thousands

of parents, teachers and students met outdoors at a Parallel Forum. Under the outdoor tent, cegep teachers strongly defended the public cegep system.

At the end of the official Forum, the Minister pronounced that the existence of cegeps themselves are not in question, but that he favoured the decentralization of programs—including general education and diplomas—

Cegep Teachers Protest—Continued from Page 1

Don't forget to sign your petitions in favour of maintaining the current cegep model!



Two cegep general education teachers kayaked their way to the Parallel Forum. The Parallel Forum was held outside the official Forum. Thousands of protestors, including cegep teachers, defended the public

and more “flexibility” in operations to local administrations. It seems that the only voices he heard in this “public consultation” were those of the Federation of Cegeps. He also dismissed those who defended cegeps as “reacting emotionally” to the debate.

The Minister has not elaborated on his intentions since the Forum. We expect to hear more on his plans during the month of September.

The results of last spring’s exercise make it clear that we must continue the battle for our cegeps. Decentralization will open the door to local negotiations resulting in different working conditions at each cegep, to

different diploma requirements reducing equity and accessibility, to the introduction of subcontracting in certain programs, and in the future, to the commercialization of college education. The role of general education is unclear in the proposed changes, to say the least.

In order to mark the beginning of the new semester, we strongly encourage you to sign the petition we sent out last week, if you have not already done so. We also encourage you to take a few minutes in your classes to explain what is at stake with the proposed changes to the cegep system, and to ask your students to consider signing the petition.

New Time for General Assemblies

4:30 p.m.

The JACFA Executive is proposing a new time to facilitate faculty participation.

A light meal will be served at 4:30 and the meeting will begin at 5:00.

Roy Piperberg Vernissage

Thursday, September 30 Faculty Lounge

1:00 to 4:30 p.m.

All Faculty Welcome!

You will not find an obligation to do office hours in our collective agreement. Of course, in order to help students with their course work, each teacher must be available outside of class.

Your Availability to the College and Office Hours

In our collective agreement, a full-time teacher is required to “be available to the College for a period of thirty-two and a half (32½) hours per week,” and a part-time teacher must be available “for a time period equivalent to his/her teaching load, in proportion to that of a full-time professor” (Art. 8-3.00). Availability on a normal full-time teaching day can be between 8 a.m. and 11 p.m., but should not exceed 6½ hours over a 10 hour span), with 1½ hours for meals and at least 14 hours before the beginning of the next period of availability. Exceptions can be made where field work is required or with the teacher’s consent.

In this period of availability, a teacher is expected

to be able to fulfill all of the activities “inherent to teaching,” which are defined in article 8-4.01 a) for most teachers. These include preparing course outlines, preparing for and teaching classes, labs or field work, adaptation, student tutoring, preparing, supervising and marking exams, revising marks at a student’s request, participating in departmental meetings and pedagogical days organized by the College.

What about office hours?

You will not find an obligation to do office hours in our collective agreement. Of course, in order to help students with their course work, each teacher must be available outside of class. But defined office hours are just one way of

accomplishing this task. While they may guarantee that teachers are physically in their offices, they are useless for a student who has other classes scheduled at that time. Some departments have adopted office hour policies or guidelines; others leave how availability is defined up to the individual teacher. Being available to students is important, but just one part of our job. Office hours are one way of being available, but using voice mail, leaving message pads on the office door, e-mailing students or making individual appointments are other good ways of providing flexible availability to students.

JACFA Executive 2004-2005



JACFA Executive
2004-2005

Front row (from left to right): Jane Hannah, Pierre Gauthier, Michel Milot
Back row (from left to right): Stephen Bryce, Peter Solonysznyj, Faye Trecartin, Jim Leeke

The title full-time teacher only applies to permanent teachers or teachers signing a full-time contract for the year, i.e. a full-time contract for one semester does not make you a full-time teacher.

What is C.I. (charge individuelle)?

The workload calculation using the CI formula (see example below) uses three parameters: number of hours of teaching, number of hours of different course preparations and the number of students. During an inquiry on cegep teacher's workload conducted between 1972 to 1975, it was decided to use these three parameters to determine equity of workload for teachers in different disciplines. For example, the more hours you teach, the less students or different courses you should have. The magic number for a full workload for one semester is 40. Thus 80 units is needed to become a full time teacher for the year. However, a workload may be unequally distributed over the two semesters (45-35, 30-50, etc.).

For non-permanent teachers, this means that a part-time contract for one semester could lead to a full time contract for the year provided that the CI for two semesters equals 80 units.

Minimum 80—Maximum 88

A teacher whose workload calculation for the year exceeds 88 units will be compensated for the portion that exceeds 88. Also, the College can allocate a workload over 55 units during one semester, but only if the teacher agrees.

Becoming Full-Time....

The title full-time teacher only applies to permanent teachers or a non-permanent teachers signing a full-time contract for the year, i.e. a full-time contract for one semester does not make you a full-time teacher. There are different ways to become a full-time teacher. The clause 5-1.03 is very important in that regard. The a) and b) of that clause are straightforward. However, c) and d) state that once you have reached 80 units you become full-time. This means that a CI of 32 in the fall can be combined with a CI of 48 in the winter and the teacher would thus receive a full-time salary. Article 5-1.03d) states

that if a teacher reaches a CI of 60 during the day division, he or she can use other teaching (suppléance, continuing education, summer courses) to bring his or her CI up to 80 units and thus become full-time.

Example

A teacher has four three-hour courses. She has two sections of 101 and two sections 201. She has *two preparations*. There are 36, 38, 41, and 39 students enrolled in each of the four sections. Her CI is calculated as follows:

HP (hours of preparation): $6 * 0.9 = \mathbf{5.4}$
(two different courses of 3 hours multiplied by a fixed factor that varies if you have more than two preps)

HC (Teaching hours): $12 * 1.2 = \mathbf{14.4}$

NES (student factor): $3*(36*0.04) +$

$3*(38*0.04) + 3*(41*0.04) +$

$3*(39*0.04) = \mathbf{18.48}$

If the number of students is over 75: (here 154 different students): $154 * 0.01 = \mathbf{1.54}$

CI: $5.4+14.4+18.48+1.54 = 39.82$

60 Units of CI? Check Your Other Teaching as You Could Become Full Time

If non-permanent teachers reach 60 units of CI in their day division courses, then they can use all other teaching (suppléance, continuing education, summer courses, etc.) to bring their CI up to 80 units and become full-time teachers (Art. 5-1.03d).

If non-permanent teachers reach 60 units of CI in their day division courses, then they can use all other teaching (suppléance, continuing education, summer courses, etc.) to bring their CI up to 80 units and become full-time teachers (Art. 5-1.03d). If teachers become full-time, not only will they receive credit for one year of seniority, but they should also be paid as full-time teachers, i.e. 100% of the full-time salary, according to the salary scales. Normally, at the end of the winter or summer semester, when teachers reach a CI of 80, the

College is obliged to pay them the difference between the amount they were paid and the full-time salary. Even if the collective agreement clause is crystal clear on this issue, the College has only recently recognized that it must pay the full time salary under 5-1.03d). JACFA had disputed the Administration's interpretation of this clause, and several cases were resolved in favour of the teacher through a local agreement.

To reach 60 units of CI during the day division, a teacher would have to have an average 75% con-

tract over two semesters: e.g. 75% in the Fall, 75% in the Winter; or, 100% in the Fall, 50% in the Winter, etc.

JACFA will try to verify the workloads of teachers to see if this provision of the contract is applicable to our non-permanents, but it is advisable to verify for yourself if you qualify. Do not hesitate to contact us for help. We are here to see that your rights are protected.

What is the Sick Bank Leave (Article 5-5.00)?

At the beginning of each academic year, teachers receive a letter from Human Resources stating their Sick Bank Leave.

Full-time teachers in their first year of employment with the College are 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. The College will credit you with hours, not days, i.e. $6\frac{1}{2}$ hours x 7 days = 45.5 hours. These hours have no monetary value if unused and are not cumulative. However, if

a teacher has 13 days or less in his or 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 or 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 up to the first five consecutive working days missed as a result of ill-

ness, and then the salary insurance plan pays for 85% of your salary for up to 52 weeks and 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.

Seniority and Your Schedule

One question that JACFA Executive members are frequently asked, particularly when departments are assigning courses to instructors and wrestling with their schedules is, “do we have to go by seniority?” The simple answer is **NO**. But there is no clear and simple alternative either. There is nothing in our collective agreement that *requires* departments to use seniority as the method of assigning and scheduling workloads. Courses do not “belong” to individual instructors; they are allocated by agreement with the College to the department. It is the department’s job to divide them among its members and to assure the quality of education. The first step should be a discussion about how to go about doing this. There are at least four factors that departments should consider in dividing teaching resources.

The first factor is **equity**. Workloads should be divided as fairly as possible. The tool our contract provides for evaluating workload equity is the *charge individuelle* (CI). It considers the number of students and preparations in measuring workloads. A CI of 40 in each semester (80 for the year) is considered a full load, but up to 10% over can be added without creating an overload. The CI is an imperfect tool for measuring workload equity. Some courses demand more work than others, either because of their nature (e.g. production

courses in Creative Arts) or their clientele (e.g. *mise-à-niveau* or *accueil* courses). This is not recognized by CI calculations (or often by our Administration).

The second factor is **preference**. What and when teachers want to teach should be considered in assigning and scheduling courses. There is no reason why any teacher or group of teachers should have an automatic “right” to teach certain courses, or conversely, that they should be systematically excluded from teaching courses for which they are qualified and would like to teach. Specialization and experience are important considerations in assigning courses, but it is always beneficial to have more than one teacher able to teach a course in case of planned or unexpected leaves of absence.

The third factor is **precarity**. It is inevitable that those on the very bottom of the seniority list will often end up taking whatever work becomes available the last minute due to sick leaves or other unforeseen circumstances. But this does not have to mean that most non-permanent teachers should routinely be given the courses and times of the day that no one else wants to teach. To add injury to insult, these teachers may also end up being paid less than a full *pro rata* salary for teaching workloads greater (as measured by CI) than their permanent colleagues. Given the projections of a growing need

in the coming years to integrate and train new faculty, finding “normal” workloads for them may also be a deciding factor when good teachers have the option of staying at John Abbott or going to another college.

The fourth factor is **seniority/status**. Departments must, of course, assure their permanent teachers full-time work before filling up the schedules of non-permanents. There is also little point in forcing senior teachers approaching retirement to develop new courses simply to maintain a strict policy of course rotation. In those rare occasions where there is no possible compromise, it may be necessary to fall back on seniority as the deciding factor. But in most cases, it should be possible to work around this type of approach. There is no magic formula for determining how departments should assign and schedule courses. It is probably impossible to make all teachers happy all of the time with their schedules and work assignments. A fair and open method that does not simply say to new teacher “wait ten years and it will be your turn” should be sought. When departments fall back on seniority alone, it is usually a sign that there are serious divisions within the department, or that an open and full discussion has not taken place.

Courses do not “belong” to individual instructors; they are allocated by agreement with the College to the department. It is the department’s job to divide them among its members and to assure the quality of education.

New Teacher?: Verify Your Experience and Scholary

Once you begin working at the College, it will determine your position on the salary scale as a regular (day division) college teacher. Two factors are used to establish your salary: your previous experience and your scholary.

When you are hired by the College, you are required to submit documents attesting to your prior **work experience** (Art. 5-1.17). This experience can consist of teaching and/or professional experience, and is calculated according to the provisions found in Art. 6-2 of our collective agreement. In general, **all** recognized teaching experience and **the first ten years** of relevant professional experience in a field other than teaching are recognized on a **one-for-one** basis. Any relevant professional experience in a field other than teaching, beyond the first ten years, is recognized on a 2-for-1 basis. It

is important to provide the College with documentation to justify your experience (contracts, letters from employers, etc), and this must be done within a reasonable deadline specified by the College (normally 30 days).

In a similar manner, when you are hired by the College, you must provide documentation to determine the evaluation of your credited years of education, known as “scholary”. In our collective agreement, there are three levels of scholary recognized for salary purposes: 17, 18, and 19. The College issues a scholary certificate to a new teacher, according to the rules found in the official “Handbook on Evaluating Academic Standing” issued by the Minister of Education. In addition, if you have a recognized Master’s degree, or a PhD, this can increase your salary in conjunction with

scholary. If, during the course of your employment with the College, you increase your scholary, by taking credited courses, it is important to notify the College so that your scholary can be adjusted (Art. 6-1.05).

For hourly paid teachers, there are three **hourly pay rates**, determined by your scholary. The current rates are:

- for 16 or less - \$54.02
- for 17 and 18 - \$61.84
- for 19 and up - \$73.29

PLEASE NOTE: If you disagree with the College’s evaluation of your experience and/or scholary, you have the right to ask for a clear explanation of its decision. If you are still not satisfied, contact a union representative without delay. There are procedures to appeal decisions, but these are subject to deadlines.

In general, all recognized teaching experience and the first ten years of relevant professional experience in a field other than teaching are recognized on a one-for-one basis. Any relevant professional experience in a field other than teaching, beyond the first ten years, is recognized on a 2-for-1 basis.

What Is Your Responsibility during Fire Drills and Emergency Evacuations?

It is your responsibility to know the building exit you must use for each classroom or lab in which you teach. The maps in the hallways provide that information. You are required to direct students to the nearest building exit. Students in wheelchairs or whose mobility is challenged in other ways should be brought to the exit where they may require assistance to leave the building.

Emergency? Dial 7777

In case of a health emergency on campus, dial local 7777 (or 398-7777 on a cell phone) to connect to Campus Security. Someone from Campus Security will then assess the situation and contact Urgences Santé through 911. Do not contact 911 on your own.

This procedure is the most efficient way to connect with Urgences Santé. Our Security staff is trained in first aid, knows what signs to look for and how best to communicate that information to the folks at 911. This is a huge campus and much time can be wasted when ambulances drive around looking for the building where the emergency has taken place. Our Security staff has worked out a protocol with Urgences Santé, which enables them to link up with the person in distress in the briefest time.

Maternity and Parental Benefits

If you are considering starting a family, maternity and parental benefits are provided under the federal plan and our collective agreement.

Human Resources and Development Canada Benefits

Under the Human Resources and Development Canada federal plan, maternity benefits apply to birth mothers and are available for 15 weeks and parental benefits for 35 weeks. A combination of maternity and parental benefits can be received up to a combined maximum of 50 weeks.

By combining Employment Insurance benefits with those in our collective agreement, a birth mother receives 93% of her weekly salary for the first twenty weeks of her maternity leave. After that, she receives 55% of her weekly salary for another thirty weeks. A father benefits from five days of paid paternity leave and can share the 35 weeks of parental leave with the mother at 55% of his weekly salary provided under the federal government's Employment Insurance plan.

Collective Agreement Benefits

Maternity benefits in the collective agreement are intended to supplement Employment Insurance benefits.

Maternity benefits: You are entitled to 20 consecutive weeks of maternity leave if you have accumulated 20 weeks of service (5-6.06 & 5-6.11) and you will be compensated accordingly:

a) The College will pay you 93% of your weekly salary for each of the two unpaid weeks of the waiting period in the Employment Insurance plan.

b) For every week during which you receive Employment Insurance benefits, up to the end of your twentieth week of maternity leave, you will receive an additional compensation equal to the difference between 93% of your basic weekly salary and the Employment Insurance benefit you receive (5-6.11 a & c).

During this maternity leave and extensions provided for in Clause 5-6.18, you will benefit from the following if you have normally been entitled to these advantages:

- life insurance;
- hospitalization and health insurance, if you continue to pay your contributions while on leave;
- accumulation of vacation time;
- accumulation of sick leave;
- accumulation of seniority for purposes of applying and interpreting job security;
- accumulation of work experience;

- the right to be a candidate for a teaching position or to hold any teaching assignments if you were still at the College (5-6.17);

Paternity Leave: Fathers are entitled to leave with pay for a maximum of 5 working days. A father can, of course, share the 35 weeks of Employment Insurance benefits with the mother of his child .

Adoption Leave: You are entitled to a maximum of 10 consecutive weeks' leave if you legally adopt a child, provided your spouse is not entitled to such a benefit.

For more information, contact the JACFA office, the Human Resources and Development Canada website:

<http://www.hrdc-drhc.gc.ca/ae-ei/pubs/special-e.shtml>,

or the FNEEQ Parental Guide:

<http://www.ohnabbott.gc.ca/~jacfa/documents.htm>

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Priority at the Campus Daycare

There is a daycare on campus, but at present, JAC faculty are not automatically ensured places for their children.

Even though the daycare was established in the 1970s by JAC and McGill faculty, over the years our faculty matured, they no longer had young children, and we lost contact with the daycare.

Over the last year, the JACFA Executive has been actively lobbying our administration to reestablish our priority at the daycare as it is clear from the results of our survey last year that many faculty members are thinking about starting families or already have children of daycare age.

Therefore our Director General, Keith Henderson,

along with McGill Dean, Deborah Buszard, met last Friday with Adela Szulzinger to begin renegotiating our priority at the daycare. We'll keep you posted on this process.

Until this issue is resolved, it is important to call the daycare to put your child's name on the waiting list. Call Adela Szulzinger at: 398-7951.

Jane Hannah, Social/Secretary-General Assemblies

I am the newest Executive member. I started working at JAC in 2001, in Publication Design & Hypermedia Technology (PDHT). I worked for 19 years in industry as a Graphic Designer/Artistic Director before starting my teaching career. I was hired in 1996 by the *Commission scolaire de Laval* to teach in *Procédés Ingographiques* and worked there for 5-1/2 years, where our students obtained DEP's.

I have a Bachelor's in Education and am currently enrolled in the Master's Performa program. I also have a BA in Music and a

DEC in Graphic Arts.

Why did I join the union? First of all, because this Executive has the nicest bunch of people under its wing, and there is a time in your life where you want to give. It's a way of getting involved and helping other people.

I worked before in a voca-

tional setting where the students are only taught within their field of study, without general education courses, and believe me, it is not the way to go. I truly believe in our cegep system: the technologies need the general education courses!

My main concern this year is to make teachers more aware of the reasons why we support certain causes and campaigns. I hope that you all feel comfortable about coming to talk to me, or any of the other executive members. My office door will always be open!



Faye Trecartin, President

I began working at JAC in 1993, ten years after I graduated from here as a social science student. After receiving a BA in English and Liberal Arts and an MA in English from Concordia, I began teaching in JAC's English department, where I developed administrative skills when I served as co-chair and then chair of the department



(1997-2001). After I returned from maternity leave in 2002, I joined the JACFA Executive as Secretary and Social Coordinator. In addition to chairing executive meetings and general assemblies, I edit JACFA News and am interested in issues concerning maternity and parental benefits, psychological harassment and the Campus Daycare.

**JACFA EXECUTIVE
PROFILES: In each new
issue this year we will
introduce you to two
members of the
executive.**



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Wednesday,
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P-204**

NEW TIME!

4:30 p.m.

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- Daycare



JACFA, FNEEQ, the CSN and the Central Council

If you are a new teacher at JAC, or even if you have been here for some time, you may have occasionally found yourself dazed and confused by the various union structures mentioned in the various documents that you receive. This article is an attempt at a brief, clear guide through the maze.

First of all, if you have signed a membership card, then you belong to “the union.” This is the John Abbott College Faculty Association (JACFA). We are an autonomous union, constituted under Quebec law, and are responsible for representing our membership, who are the teachers employed by John Abbott College in the regular day division, and teachers who give credited courses

in Continuing Education.

JACFA, as a union, is affiliated with several organizations who provide it with the means to properly fulfill its mandate to represent and defend its members, and to negotiate and apply a collective bargaining agreement (“the contract”). First of all, JACFA is affiliated to FNEEQ (*Fédération nationale des enseignantes et des enseignants de Québec*). This federation includes over 20,000 members who teach in cegeps and private schools, as well as sessional instructors in universities. It is FNEEQ that negotiates our collective agreement with representatives of the government and the cegeps, and provides JACFA with most of the professional servi-

ces that we require as a local union.

JACFA (and FNEEQ) are also affiliated with the *Confédération des syndicats nationaux* (CSN), a union confederation with over 220,000 members in Quebec. We are also a member of the *Conseil central de Montréal métropolitain*, which regroups all CSN-affiliated unions on the island of Montreal, and in Laval. The CSN and the Central Council represent us on broad political and social issues with the government, providing specific services to JACFA, such as legal representation, and health and safety advocacy.

Our Employee Assistance Plan—PHYSIMED

Our Employee Assistance Program is a group of consulting and referral services that the College has chosen from the Groupe Santé Physimed. The services are confidential and accessible 24 hours a day, 7 days a week.

The College will assume the cost of five consultations per year per employee. Afterwards, expenses may be admissible

under our group insurance plan. You can consult Physimed for social (family or marital), substance abuse, or psychological (depression, anxiety, stress, burnout) problems.

Referral requests for legal, financial, and medical (not covered by Medicare) are also included in the five free annual consultations per employee. All permanent full-time and

part-time faculty and their spouses and children have access to the plan. Non-permanent faculty who hold full-time and part-time contracts with the College will have access to the program for the duration of their contracts

Reaching them is easy. Just dial toll free:

1-800-66-SANTE

1-800-667-2683