

# John Abbott College Faculty Association Newsletter



December 2022



JACFA at the Common Front rally in Quebec City on October 27, 2022

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# New Health and Safety Law to Usher in Important Changes on Campus

Adil D'Sousa, JACFA Secretary, English

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In October, 2021, the *Act to modernize the occupational health and safety regime* (Bill 59) became law (as Law 27). This law is a substantial reworking of two previous laws: the *Act respecting occupational health and safety* (AOHS) from 1979 and the *Act respecting industrial accidents and occupational diseases* (AIAOD) from 1985.

Law 27 seems at first a wholly positive thing. After all, the act seeks to modernize two laws that have multiple flaws. These two earlier laws have been roundly criticized over many years by both employers and workers. In particular, the law from 1979 named some priority sectors that received many resources for occupational health and safety, while other sectors (including cegep education) received virtually nothing. The latter sectors tended to be service sectors that largely employ women and racialized groups.

However, as I have learned at a recent CSN training on health and safety, there are both positive and negative aspects to the new law. The key moving forward will be how workers take the positive aspects of the law and include them in collective agreements; for as we have seen, laws can be changed rather easily while collective agreements tend to withstand governmental assault much better.

So what gains does the new law offer? The law establishes an “interim plan” for three years, followed by a “permanent plan” which has still not been fully articulated. This article focuses on the interim plan which will apply until permanent regulations are adopted on or before October 2025. This interim plan has two important components: prevention mechanisms and participation mechanisms. Every employer must formally identify the risks in their establishment. Employers with 20 or more workers must not only identify risks but must also perform a hazard analysis in order to find effective solutions. From this hazard analysis, the employer now has an obligation to establish priorities for action every three years. This requirement standardizes the process of hazard identification and analysis and includes the following categories of risks: chemical, mechanical, physical, biological, ergonomic, and psychosocial. In the updated law, the protection of an employee’s psychosocial integrity is now recognized by law in the same way as the protection of an employee’s physical integrity. Although workers participate in the identification and analysis of risk, it is important to note that the interim plan states that the onus is on the employer to ensure that risks are identified, analysed and documented.

In addition, the law seeks to encourage greater worker participation in

workplace health and safety. Under the interim plan, the employer is required to establish a parity Health and Safety Committee (we already have one: the Joint Health and Safety Committee—provided for in the Collective Agreement) and the election of a *Représentant en santé et sécurité* (RSS) from among the workers. The RSS must be nominated by workers and cannot be selected or appointed by the employer. Their role is to assist workers on all occupational health and safety matters on a regular basis. In particular, the RSS will:

- Carry out an inspection of the workplace
- Make written recommendations to the Joint Health and Safety Committee
- Lodge complaints with the CNESST (Commission des normes de l'équité de la santé et de la sécurité du travail)

The prevention representative must be released from their other duties in order to properly perform their health and safety representative role. The amount of release is based on the number of workers at the College (full-time, part-time, seasonal, volunteer, workers of sub-contractors, etc.) who work more than 20 days in a given year. For a faculty member, this would be a release from teaching duties. In addition, the RSS is not responsible for enforcing correct health and safety procedures (this is still the duty

of the employer) and is protected from retaliation by the employer in the course of their RSS duties.

This all seems like a good plan— so what’s the catch? It turns out that the act was drafted by Jean Boulet who, apart from incendiary statements about 80% of immigrants being unemployed and non-French-speaking<sup>1</sup>, was also previously a lawyer consulting for employers in health and safety compliance. Many believe that the new act to “modernize” merely enshrines into law the long-held desire of the employer. In the past, Health and Safety committees in priority sectors had thirteen functions (including that of investigating accidents and incidents). The new interim law reduces this to two functions: participate in risk identification and analysis, and receiving suggestions and complaints from workers. In addition, there has been a massive

reduction in the hours of release (*libération*) that was available to some sectors. Thus although cégeps now have access to an RSS with release, other sectors which had almost full-time RSS release have been drastically cut— to approximately 27% of what they received in the past.

The interim plan marks a significant departure from the laws that preceded it. As we enter the three years of its application, it will be important to be vigilant that the gains of the past in health and safety are not further eroded and that the permanent plan in 2025 contains measures that truly protect the health and safety of all workers.

**Adil D’Sousa**

Editor’s note: Adil is the JACFA representative on the College Health and

**“ In the updated law, the protection of an employee’s psychosocial integrity is now recognized by law in the same way as the protection of employee’s physical integrity ”**

Safety Committee.

<sup>1</sup> [Quebec election: CAQ immigration minister under fire for comments / CTV News](#)



## Syndical Tool-Kit: All Kinds of Leaves for Different Kinds of Needs

Alexandre Panassenko, JACFA Treasurer, Mathematics



**There are many different types of leaves available to us in the Collective Agreement. We thought it would be good idea to give a list of those leaves, and explain the benefits, the rules, and the deadlines associated with them.**

### 1.) Leave with deferred or anticipated salary (5-12.00)

Commonly referred to as a sabbatical leave, the leave with deferred or anticipated salary allows teachers to take a whole semester (6 months) or a whole year (12 months) as leave, while still receiving income from the College. Teachers benefitting from this program will essentially spread their income in order to still be paid while on leave. There are many types of plans available, ranging from two years to five years, depending on how long the leaves lasts and the percentage the teacher wishes to be paid. For instance, a teacher could take one semester of leave, and be paid 83.33% of their salary for a period of three years (having taught 5 semesters out of 6). Another alternative would be to take a whole year as a leave, and be paid 80% of their salary for a period of five years (having taught four years out of five). The leave period can occur at the start, in

the middle or at the end of the plan, as the teacher wishes.

**Eligibility:** Only permanent teachers are eligible for that leave. However, permanent teachers who are MED (*mis en disponibilité*) or on sick leave are not eligible.

**Deadlines:** The Collective Agreement does not specify clear deadlines to request participation in that program. However, the College asks that teachers make their request by a certain date, depending on when they will start the program and when they will take their leave. A teacher starting the program in the Fall semester should make their request before April 15 if they wish to take their leave at the start of program, or before June 15 if they take their leave later in the program. For teachers starting the program in the Winter semester, the deadlines are October 15 or December 15, depending on whether they take the leave at the start of the program or later.

**Benefits and rules under the leave:** Teachers are considered to be full-time for the whole duration of the plan. For pension benefits purposes, they are credited with a full year of pension credit every year of the program, including the year of the leave. Their yearly salary for pension calculations is the salary that they would

receive if they were not participating in the program (i.e. the full-time salary), but their pension contributions are calculated on the reduced salary received. Teachers will also benefit from a full year of seniority and of experience for each year of the program, and must also continue to contribute to the health insurance plan for the duration of the program (unless they were already exempted). Finally, during the leave, teachers are not allowed to receive any additional income from the College (they would not be allowed to do Suppléance, for instance).

It's important to note that while participating in the leave with deferred or anticipated salary program, teachers are **not eligible for any other type of leave**, with the exception of sick leaves or parental leaves. In such cases, the program is suspended, and its length is adjusted appropriately, but the total length of the sick or parental leave cannot exceed 12 months. If the parental or sick leave exceeds 12 months, then the program is terminated, and either the College will reimburse the teacher for the missing salary (if the teacher has not taken their leave yet) or the teacher will have to reimburse the extra salary received (if the leave has already been taken). In both cases, no interest is charged on the amounts being reimbursed.



## 2.) Voluntary Workload Reduction ( VWR– 5-14.00)

This leave is by far the most popular one at the College. It allows teachers to reduce their workload (and their salary is also reduced accordingly) during one semester or a whole academic year. There are guidelines on how that reduction can be applied: the teacher's annual workload percentage must be at least 40%, but it cannot exceed 90%.

**Eligibility:** Any teacher (permanent or not) who has 3 years of seniority or more is eligible to the VWR. However, a teacher is only eligible if they have a full-time workload during the year in which they wish to take the leave. For many non-permanent teachers, the Fall contract is only a part-time contract (even if they have a full workload in the Fall). The conversion to full-time status usually only happens when they sign a full-time contract for the Winter semester, so they are only eligible to leave in the Winter. There are exceptions (for instance when a non-permanent teacher signs a full-time charge contract in the Fall), but those cases are rare.

**Deadlines:** the deadline to apply for a VWR is May 15 (for the Fall semester or the next academic year), or November 15 (for the Winter semester). A teacher who asks for a VWR in the Fall and asks for another one in the Winter is deemed to have taken a VWR for the whole year (meaning it only counts as one teacher on VWR).

**Benefits and rules:** While participating to the VWR program, teachers are considered to be full time. For pension benefits purposes, they are credited

with a full year of pension credit, and their yearly salary for pension calculations is the salary that they would receive if they were not participating in the program (i.e. the full-time salary). Their pension contributions are calculated on the salary they would receive if they did not participate in the program (full-time salary), so they will pay the full pension contribution amount. Teachers will also benefit from a full year of seniority and of experience, and must continue to contribute to the health insurance plan.

The College must accept a request for a VWR (unless there are pedagogical or recruitment constraints). However, for any given discipline, the College does not have to accept a request if it would mean that the cumulative workload reductions in the discipline amount to more than 10% of its allocation, or if there would be more than 6 teachers benefiting from that type of leave. Despite those restrictions, the College must accept at least one request per discipline.

## 3.) Leave Without Pay (5-15.00)

This leave allows teachers to take a whole academic year off, without salary.

**Eligibility:** Any teacher who has 3 years of seniority, or a teacher who has had two full-time contracts is eligible for that leave. However, just like with the Voluntary Workload Reduction, non-permanent teachers are only eligible for the leave if they will have a full-time contract during the year of the leave. Since most non-permanent teachers rarely know whether they'll have a full-

time contract in time, they often cannot benefit from that leave.

**Deadlines:** Teachers must submit their request for a leave without pay before April 15.

**Benefits and rules:** While on leave without pay, teachers must continue to pay their insurance premiums. A teacher on a leave without pay will accumulate 1 year of seniority, but only for the first year they use that leave. Subsequent leaves will not grant any seniority. As teachers do not work while on that leave, they do not accumulate experience, nor they accumulate pension credits.

It is important to know that teachers can only benefit from a leave without pay twice during their career at the College. Teachers who are on leave without pay are also not allowed to hold a paid job while on that leave, unless they receive a written authorization from the College. Such requests must be discussed with the union at a CRT meeting.

## 4.) Half-Time Leave (5-16.00)

This leave allows a teacher to teach half a workload during an academic year. The teacher can choose to work full-time one semester and have the other semester off, or work part-time in both semesters (for a total annual workload of 50%).

**Eligibility:** Any teacher who has 3 years of seniority, or a teacher who has had two full-time contracts is eligible for that leave. However, just like with the Voluntary Workload Reduction and the Leave Without Pay, non-permanent

teachers are only eligible for the leave if they will have a full-time contract during the year of leave. As such, non-permanent teachers are usually eligible for that leave in the Winter semester only.

**Deadlines:** The deadline to apply for this leave is April 15 if the leave is to start in the Fall semester, and October 15 if the leave is to start in the Winter semester.

**Benefits and rules:** While on a half-time leave, a teacher is considered to have a half-time workload in terms of parental leaves, sick leaves and pension contributions. This means they only get 0.5 year of pension credit per academic year, and if they should go on parental or sick leave while on a half-time leave, their benefits would be calculated based on half of the annual salary, not the full salary. Teachers still pay insurance premiums and keep their regular coverage. While on a half-time leave, teachers accumulate 0.5 year of experience for their work at the College, plus any relevant experience they may be entitled to if they work somewhere else (but one can never accumulate more than one year of experience per academic year). Finally, teachers will accumulate 1 year of seniority per academic year for the first two years they take a half-time leave. Subsequent half-time leaves will only credit them 0.5 year of seniority.

### 5.) Leave for Professional Development (7-2.00 and 7-3.00)

The leave for professional development can be either with pay (7-2.00) or with-

out pay (7-3.00), but the leaves with pay are extremely rare since the College would have to pay the teacher on leave and the replacement teacher as well. The leave for professional development can be a full-time or a part-time leave, and the cumulative leave cannot exceed two years (for instance, a teacher could be on a 50% PD leave during four years). Unlike the leave without pay, once you've benefited from the two years of leave, it is possible to take another leave for professional development, as long as you've first returned to teaching, and the new PD project is unrelated to the previous one.

**Eligibility:** All teachers are eligible for the professional development leave, regardless of their status or seniority.

**Deadlines:** It's important to state that there is currently a disagreement between the College and JACFA about the deadline to apply for a professional development leave. While the Collective Agreement states that the request must be submitted within a reasonable delay, the College started the practice a few years ago to set the deadlines of November 15 for a leave in Winter, and May 15 for a leave in the Fall. We are currently in discussions with the College to clarify the deadlines, and will keep you updated with the developments.

**Benefits and rules:** While on leave for professional development, teachers continue to accrue seniority based on the workload they would have had if they were teaching. They must continue to contribute to the health insurance plan, but do not contribute to the pension plan (and do not get any credit for their pension).

### 6.) Progressive Retirement Program (Annex V-1)

The terminology for this leave is a bit confusing. The French version of Collective Agreement talks about *Retraite Progressive*, but the English translation says Gradual Retirement. However, we call the program Progressive Retirement in order to avoid confusion with the *Retraite Graduelle* program offered by RREGOP (our retirement plan), which is a completely different program. The Progressive Retirement Program allows a teacher to reduce their workload for a period of minimum 12 months, up to a maximum of 60 months. Their annual workload must be at least 40%, but it cannot exceed 80%. At the end of the program, the teacher must retire.

**Eligibility:** Only permanent teachers may benefit from the Progressive Retirement Program. Moreover, they must be eligible to retire at the end of program.

**Deadlines:** The deadline to apply to the Progressive Retirement Plan is 60 days before the start of the semester during which the program will begin.

**Benefits and rules:** The benefits of the Progressive Retirement Program are nearly identical to those of the Voluntary Workload reduction. For pension benefits purposes, they are credited with a full year of pension credit, and their yearly salary for pension calculations is the salary that they would receive if they were not participating in the program (i.e. the full-time salary). Their pension contributions are calculated on the salary they would receive if they did not participate in the program

(full-time salary), so they will pay the full pension contribution amount. Teachers will also benefit from a full year of seniority and of experience, and continue to contribute to the health insurance plan.

Because the Progressive Retirement Program is essentially the same as the Voluntary Workload Reduction (with the exception that the maximum workload is 80% instead of 90%), the VWR is usually a better option since it doesn't force the teacher to commit to retiring within five years. This leave used to have the added benefit that teachers were allowed to start collecting their Quebec Pension Plan (QPP) benefits while on that leave. However, changes were made to the QPP, and now anyone who is eligible by age to collect QPP benefits can start receiving them, even if they are working full-time. It's still worth noting that in some disciplines, participating in the Progressive Retirement Program instead of taking a VWR may allow another teacher in the department to benefit from VWR, since there is a maximum number of VWR per discipline the College will accept.

## Additional Considerations

It's important to realize that for some of these leaves (specifically the leave with deferred or anticipated salary, the Voluntary Workload Reduction or the Pro-

gressive Retirement Program), you receive pension credits as if you were working full-time. However, all these leaves are technically leaves without pay (you're not being paid for the work you're not doing), and tax laws on pension plans limit the number of pension credit years you can receive for such leaves to five years in total. This means that a teacher benefiting from a VWR of 50% could only continue to accumulate full pension credits for ten years (50% of ten years gives five). Alternatively, a teacher benefitting from a 25% workload reduction would accumulate full pension credits for twenty years (25% of twenty years is five). Once that limit of five years is attained, one can technically still benefit from these leaves, but would only receive (and pay) the pension credits based on their part-time workload.

As for the other types of leaves, it's still possible to benefit from the pension credits for those years, but you can only do so by proceeding to a buy-back with RREGOP. The cost of a buy-back can vary, depending on how long ago the leave occurred (it's always cheaper if you proceed with the buy-back as soon as possible) and how close you are of being eligible to retire without penalty (the closer you are to retirement, the more expensive the buy-back). A buy-back can be expensive, especially considering that in those cases you have to pay both your share **and** the employer's

share of the pension contributions. When requesting a buy-back, *Retraite Québec* will give you the exact cost of buying back the years you were on leave, and it is possible to proceed with a partial buy-back only. You should consult with a JACFA Executive member to obtain more details if you're considering a buy-back.

## Other Leaves

There are other leaves available to teachers, but since these leaves are very different in nature we will only give a short list:

- Sick Leave (5-5.00)
- Parental Leaves (5-6.00)
- Special Leaves (for weddings, funerals, quarantine— 5-9.00)
- Leaves outside the Collective Agreement
- Gradual Retirement

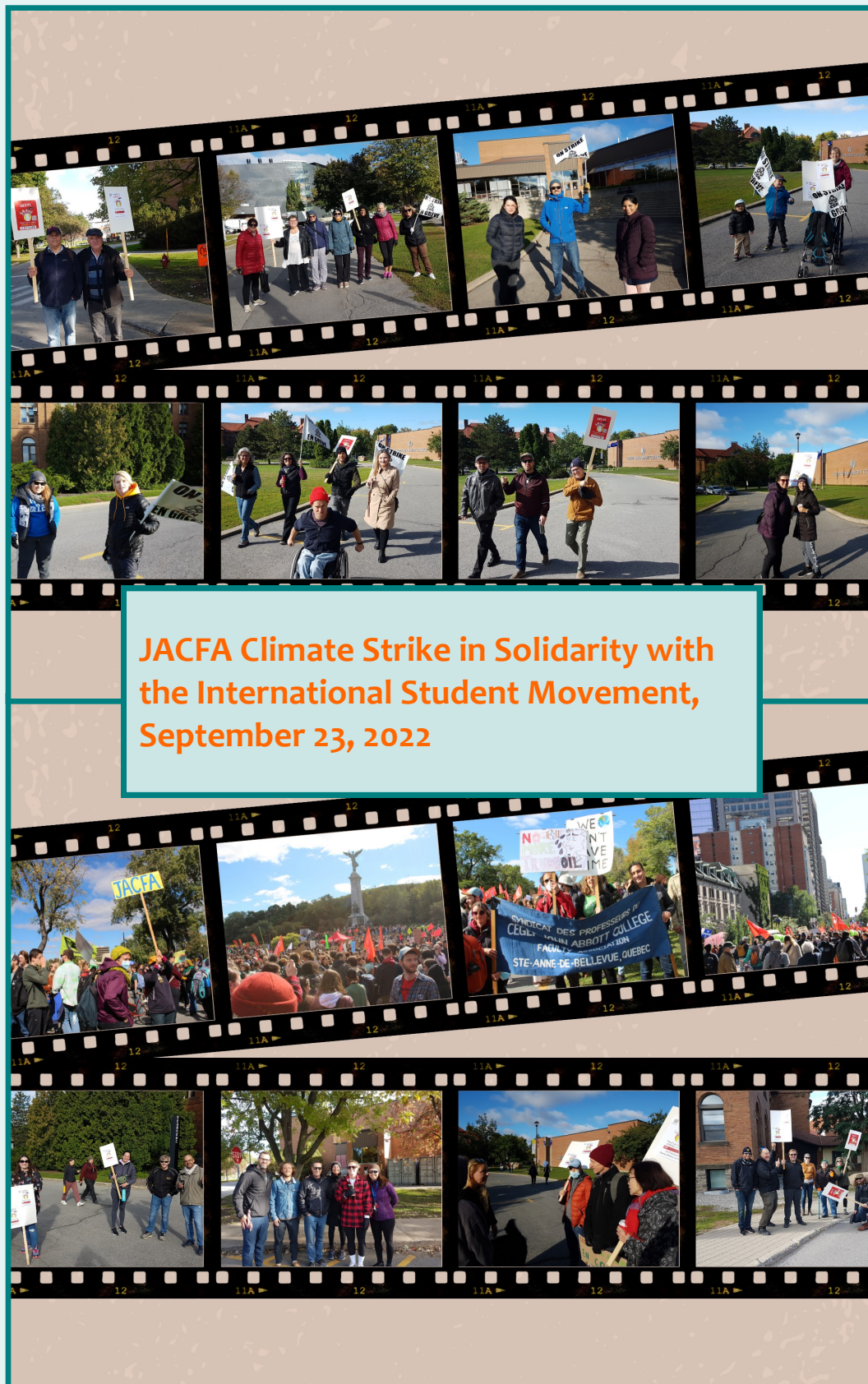
Because these leaves apply to very specific situations, it's best to consult with Human Resources and/ or with a JACFA Executive member (recommended!) if you have questions or concerns. You should also consult with us if you have questions about leaves in general.

Alexandre Panassenko

JACFA END OF YEAR GENERAL ASSEMBLY

DECEMBER 14 @ 9:00 AM (P-204)









## JACFA Executive Meet and Greet with New Teachers

From left: Adil D'Sousa (Secretary), Simon Majeur (Pharmacy Techniques), Geneviève Lamarre (Pharmacy Techniques), Luca Cianfaglia (Bio Pharma), Xiao Xu (French), Roy Fu (President)

## Welcome! Congratulations! Thank You!

The JACFA Executive would like to welcome all of our new colleagues who joined the faculty this fall, to congratulate those who obtained their permanence and to thank retirees for their many years of service. We look forward to raising a glass and spending some time with you at the December 14 JACFA Annual Holiday Lunch.

### Newly Hired:

- Samira Abi Dames, Continuing Education
- Abrahem Abrahem, Bio Pharma
- Nick Alvarez, HPR
- Youmna Badawy, Computer Science
- Luca Cianfaglia, Bio Pharma
- Michael Max Hamon, HPR
- Simon Majeur, Pharmacy Techniques
- Diana McLaren-Kennedy, Continuing Education
- Ashley-Marie Maxwell, Continuing Education
- Silviya Paskaleva, Pharmacy Techniques
- Carmine Pontillo, Police Tech
- Xiao Xu, French

### Retirees:

- Hortense Dawkins, Nursing
- Amilia Peskir, Dental Hygiene

### Obtained Permanence:

- Jess Peter Ash, Theatre
- Steven Bertrand, Correctional
- Mauricio Buschinelli, Computer Science
- Andrew Cawston, Paramedic Care
- Hana Chammas, Engineering Tech.
- David De Koos, Business Administration
- Dario Guiducci, Anthropology
- Jason Lapointe, Biology
- Gabriel Larco, Computer Science
- Azra Rashid, HPR
- Ian Rogers, GWD
- Vikram Singh, Computer Science
- Lisa Szabo-Jones, English
- Sorin Voinea, Business Administration

# Here We Are Again!

## Negotiation Update Fall 2022

Nicholas Tosaj, Vice-President External, History

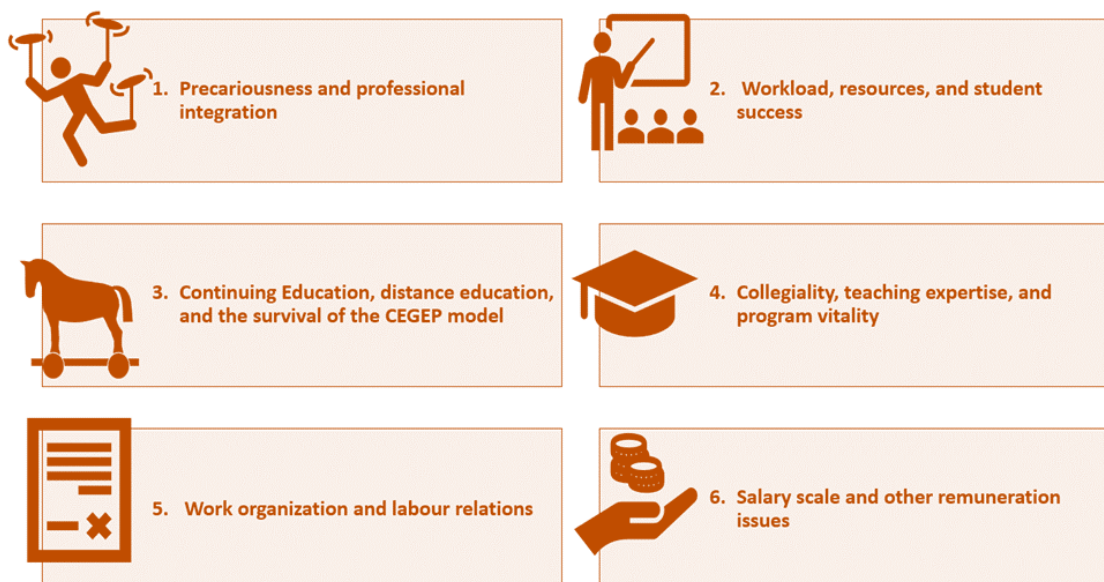


Not even a year after we (finally) signed our most recent collective agreement, we are already in the midst of negotiating our next one. Having submitted our sectoral demands in October we find ourselves awaiting a response from the *Comité patronal de négociation des collègues* (CPNC). Once we receive their response, the long tiresome waltz of negotiation will be off in earnest. This round of negotiation will no doubt be interesting due to a few points.

For one, we are entering into a tug-of-war with an anti-syndical CAQ bolstered by a newly reinvigorated mandate. The CAQ's approach to education in particular and the public sector in general has been less than generous, add to this some truly eyebrow

raising inflation numbers and we can foresee that we are bound to be in for a tough round of negotiations. In addition, we are diving into this round of negotiation after having just completed our previous round, a round marked by the pandemic strain that weighed on all of us, aggravated by foot-dragging and lack of responsiveness on behalf of government. The resulting exhaustion has been further compounded by fears over the repercussions of Law 14 (formerly Bill 96) locally in the very near term, as well as by discussions of the application of Bill 101 to the college system which have cropped up in the media and in our own union federation. These issues have shaken our relationship with our union federation and have led us to question how to best prioritize our needs moving forward.

With this said, not all is doom and gloom. As of yet, from the perspective of alliances we find ourselves to be in a strong position. We have joined a common front between the CSN, FTQ and CSQ and, as such, will be negotiating alongside over 420,000 public sector workers including many members of the health sector. We are standing together to demand acknowledgement of our work throughout the pandemic by fighting for better working conditions and remuneration. In education, we find ourselves working in tandem with the *Fédération de l'enseignement collégial* (FEC), the other federation representing Quebec CEGEP educators. In our joint meetings we have aimed to prioritize 6 themes in the current negotiations, based on our consultation sessions held during our respective local general assemblies. The 6 themes are listed in the this infographic:



As you will no doubt notice from the diagram, these demands mostly align with many of the topics we focused on in the last round of negotiations. We hope that we will be able to build on our previous momentum, on topics such as the treatment of precarious teachers and our access to resources that can aid us in helping our students succeed. This round of negotiation will also turn our discussions more pointedly towards the question of tying our remuneration to inflation and maintaining our purchasing power, which has taken a hit in recent years. The topic of continuing education and distance education have also been top of mind in the wake of our initial brush

with online teaching in the first semesters of the pandemic. This latter point is a complex subject from the perspective of a union federation as continuing education and distance education look wildly different across the different colleges. With this said there is general agreement that teachers should play an important role in shaping any distance learning initiatives should remain a top priority.

If our last round of bargaining is anything to go by, our current round will not come easily; it will be important for us to steel ourselves for the upcoming months. The concessions

that we will manage of extract from the current round will hinge upon how mobilized we remain. It is therefore up to us to remain involved and to maintain our collective resolve moving forwards. Should you have any questions about the negotiation process moving forward or about our priorities in this round of negotiation please do not hesitate to contact us.

**Nicholas Tosaj**



**Common Front  
Demonstration in Quebec  
City  
October 27, 2022**

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