

Understanding “12 in 24”

The details of the “12 in 24” rule can be found in article 2 and appendix V of the CAAT-A Collective Agreement, with the key points being as follows:

The collective agreement includes an obligation on the employer around full-time jobs, specifically: *“The College will give preference to the designation of full-time positions as regular continuing teaching positions rather than sessional teaching positions”*. The union regularly reviews department contract information to ensure compliance, and when supported, files a grievance to fight for more full-time jobs.

So, what is the “12 in 24” rule?

Article 2.03C reads *“If the College continues a full-time position beyond one full academic year of staffing the position with sessional appointments, the College shall designate the position as a regular full-time bargaining unit position and shall fill the position with a member of the bargaining unit as soon as a person capable of performing the work is available for hiring on this basis”*

This article is the basis for the union grievance noted above, and when the grievance is successful, the college must post full-time jobs.

Appendix V refers to the same specific person being on a sessional contract for *more* than 12 months. In that case, the job is not posted, the specific individual simply transitions to a full-time role.

My program has a large number of sessional contract faculty, why don't we have more full-time jobs?

- The college will often refute the need for more full-time jobs when grieved, and will refer to the operational requirements listed in article 2 “quality of the programs, their economic viability, enrolment patterns and expectations, attainment of program objectives, the need for special qualifications and the market acceptability of the programs to employers, students, and the community”.
- When necessary, the union will advance the grievance to external arbitration for a decision.

I've worked a lot of sessional contracts, I'm sure it's been more than 12 months within 24 months?

- As described in Appendix V, for a calendar month to “count” as service, you must be under contract for 15 working days that month.
- Taking into account semester start and end dates, and break week, it is unlikely that each month in a contract will be counted as service for this purpose. (break weeks are non-teaching weeks and not included)
- The union is available to review your particular contracts at any time upon request to ensure your rights are upheld.

My manager sometimes tells me that sessional contracts are all that is available, due to budget, collective agreement constraints, or 'union rules'. Is that true?

- The collective agreement presently covers only full-time and partial load colleagues. There are no restrictions in a given semester about the number of partial load contracts.

As ever, please don't hesitate to contact your Steward or Local 558 directly for questions or support. We can be reached at SUPPORT@OPSEU558.ORG