

Bargaining for Part-time Contingent Faculty

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Two-thirds of the nation's faculty members teach in non-tenure track positions, and most non-tenure track faculty members teach part-time.¹ Significant activity surrounding contingent or adjunct faculty includes organizing new part-time only bargaining units and forming, or accreting into, joint bargaining units with full-time faculty.² The employment conditions of contingent faculty are vulnerable to the growth of online education and to institutional responses to the Affordable Care Act.

This essay reviews policy developments and contract provisions relating to contingent faculty. After discussing the implications of the new distance education policy adopted by the National Education Association (NEA), we examine effects of the Affordable Care Act (ACA) on part-time faculty. This act penalizes large employers who fail to provide health benefits for full-time employees. The Obama administration deferred the effective date of this provision. But many states and institutions

are redefining workload or reducing their classes or hours to avoid extending health benefits to contingent faculty.

The chapter then analyzes employment security provisions in contracts for contingent faculty in part-time only units and in combined part-time and full-time faculty units. Focusing on California, Illinois, and Oregon, it examines provisions that address class cancellation, outsourcing of online classes, and work beyond the classroom. After examining the contract for Vancouver Community College (British Columbia)—often cited as exemplary for contingent faculty—it discusses the contract for the renowned Industrial Relations unit at Cornell University.

TECHNOLOGY AND EDUCATION

Contingent faculty face unique hardships as traditional classrooms are equipped with ever-newer technological tools. But distance education creates greater difficulties. In both settings, contingent faculty members must make the best of key decisions made by others. Nor, for that matter, do many full-time faculty members have much discretion about the use of technology in their courses.

NEA is responding to the explosive growth of technology. In 2013, a task force of Association members crafted a new *Policy Statement on Digital Learning*.³ The statement addresses the appropriate uses of technology in traditional classrooms and where there is spatial, and often temporal separation between teachers and students. It welcomes technology's potential for increasing access, improving student learning, and closing achievement gaps. It asks the nation to assure equitable access to technology, without which, the statement concludes, its increased usage is more likely to increase, than to close achievement gaps. Professionals must make decisions about technology use on educational grounds, and must assure its appropriate use. The statement adds:

Optimal learning environments should neither be totally technology free, nor should

they be totally online and devoid of educator and peer interaction. The Association believes that an environment that maximizes student learning will use a “blended” and/or “hybrid” model situated somewhere along a continuum between these two extremes.⁴

Professional educators working with students must decide the extent of “blending” to maximize learning. “Digital learning is the reality,” said a higher education task force member. “We need to embrace that and help shape it.”

The policy statement calls for joint administration-faculty planning for the effective use of technology, and for the constant updating of the plans to meet the changing needs of the students. Contract provisions, policies, and memoranda of understanding, adds the statement, must incorporate NEA's digital learning principles in four areas: workload, control of the work, control of the curriculum, and intellectual property.⁵

THE AFFORDABLE CARE ACT AND PART-TIME FACULTY

A key legislative accomplishment of Barack Obama's presidency could complicate the working lives of contingent faculty. A major cause of liberals since the New Deal, the 2010 Affordable Care Act enables most Americans to acquire reasonably priced health care, and frees millions from the fear of losing access to health care due to pre-existing conditions.

As with most advances in social policy, the act had unintended consequences. The law mandates “shared responsibility for employers.” This provision imposes financial penalties on large employers based on whether they offer—or fail to offer—health coverage to full-time workers. The statutory definition of full-time worker is 30 hours per week. Though recognizing the complications in prescribing a single metric for counting, the Internal Revenue Service and the Treasury Department

encountered difficulty in determining how to enforce this provision for part-time faculty, who are paid on a per-course basis.

Some advocates for contingent faculty suggested using the traditional academic rate—three hours of work for every credit hour taught. Institutional proposals would count only the credit hours taught. The Treasury Department and IRS rejected both proposals. NEA met with Treasury Department officials to arrive at an equitable solution, but the department has only issued preliminary guidance:

Until further guidance is issued, employers of employees [not salaried but not paid by the hour] must use a reasonable method for crediting hours of service that is consistent with the purposes of section 4980H. A method of crediting hours would not be reasonable if it took into account only some of an employee's hours of service with the effect of recharacterizing, as non-fulltime, an employee in a position that traditionally involves more than 30 hours of service per week. For example, *it would not be a reasonable method of crediting hours...in the case of an instructor, such as an adjunct faculty member, to take into account only classroom or other instruction time and not other hours that are necessary to perform the employee's duties, such as class preparation time.*⁶

The development of the regulation has been, and will continue to be, complicated. In July 2013, the department announced that the employer penalty would be delayed until 2015, but many colleges tried to avoid the anticipated penalty by unilaterally cutting part-time contingent faculty hours. An informal Illinois Education Association-NEA survey showed that 39 percent of respondents saw their hours cut in response to the ACA. Another nine percent saw their hours cut for other reasons. Among respondents faced with cuts, 40 percent were cut by less than three hours; cuts for another 42 percent ranged between four and six hours.⁷

In Massachusetts, contingent faculty were told to report their hours as one for one with the credits they taught.

A joint letter from union leaders and management sought to reassure non-tenure track faculty at Montana State University that the state was *not* cutting their hours to make them ineligible for health insurance. The administration argued that 15 credits per semester has been the normal definition of full-time teaching, but a few departments had treated 12 credits as full-time (and so six credits as half-time). Those departments had been “grandfathered” in the now-expired collective bargaining agreement. Negotiations have not produced a new agreement, so management suggested that department heads assign non-teaching tasks to affected faculty in “outliers” to raise their credits from six to 7.5 per semester.⁸

Answers are few and far between, absent union power and rational argument. Contingent activists have protested against impositions of hardship, including denial of health coverage and reduced compensation. Large public demonstrations characterized the protests, but some units coupled their rallies with quiet conversations with administrations. For example, the contingent faculty unit at Oakton Community College, an IEA-NEA affiliate in Illinois, convinced the administration to rescind previously announced cuts. Despite the delay in implementing the employer penalty to 2015, few institutions followed Oakton's lead in rescinding the cuts to contingent hours.

Problems may be minimized as additional provisions of the ACA take effect, but employers can currently use the law to further exploit contingent faculty. The ACA does not prohibit employers from reducing employee workload to avoid providing health care. College administrations make these choices at the expense of their employees. But strong faculty and staff unions can exercise their power at the local, state, and federal levels to remedy these abuses, thereby achieving greater equity for their members and the profession.

CONTRACT PROVISIONS FOR CONTINGENT FACULTY

Several articles in collective bargaining agreements can enhance the work lives of contingent faculty, including gaining access to health care (Table 1). Appointment/assignment articles can focus on converting part-time to full-time positions, and on providing full consideration of current contingent faculty for these positions. These articles can also secure rights to continued employment in successive terms, after contingent faculty have taught for a specified number of terms.

Salary and benefits articles can provide for prorated salary and employer contributions to health insurance for contingent faculty, especially when they teach half time or greater loads. Unions can negotiate directly for an employer pool of funds to assist contingent faculty in paying for health insurance, and at a minimum, they can give contingent faculty access to the employer health insurance programs. They can bargain “bridge” health insurance coverage for contingent faculty that do not teach during the summer or other terms where preference is given to full-time faculty. Leave articles can provide for sick leave for adjunct faculty, so they do not lose income and hours that might qualify them for health insurance.

Contract articles covering faculty responsibilities and salary can ensure that all adjunct faculty work is counted as hours worked, including office hours, committee work, professional development time, travel between multiple course locations, and other responsibilities beyond the classroom. They can ensure that completed preparation is counted, even when a class is cancelled prior to, or in the early weeks, of a term.

Many contingent activists identify the contract for Vancouver Community College (VCC) as a model for key provisions. The contract provides, for example, for “per diem”—prorated in relation to a regular full-time employee—pay for part-time “contract” faculty, the Canadian term for contingent faculty. That rate applies to

classes cancelled within the first two weeks, no matter the reason for the cancellation:

When a term employee’s appointment is cancelled for any reason within the first 2 weeks after the initial start date of the appointment, the term instructor will be compensated by being paid out at their step on the salary schedule in Appendix I, *Salary Schedules*, for those days they were scheduled to work within that first 2 week period.

A key provision in the VCC contract addresses high tech-based outsourcing:

An institution covered by this Agreement will not contract out: (a) any work presently performed by the employees covered by a collective agreement which would result in the layoff of such employees, including a reduction in assigned workload, or (b) the instructional activities that are contained in the programs listed and/or funded in the approved annual institutional program profile and that are currently performed by bargaining unit employees.

Another provision addresses technological developments: “No regular employee will be laid off as a direct result of the introduction of distributed learning or education technology.” The contract defines the additional duties of part-time instructors beyond the classroom, and provides for prorated pay for assignments similar to work given to regular, full-time faculty.

Current activism among contingent faculty is concentrated in private four-year colleges and universities, where part-time faculty are organizing independent units. The Adjunct Faculty Alliance is a bargaining unit of contingent faculty members who teach in the School of Industrial and Labor Relations, Cornell University, an internationally renowned labor studies program. The unit has a lengthy history of negotiating agreements with strong provisions.

Table 1. Contract Provisions that Increase Access to Health Insurance

Contract Article	Contract Provisions
Appointments	Convert positions to full-time when contingent usage is high. Provide hiring opportunities and preferences to contingent faculty when gaining full-time and/or tenure-earning appointments. Provide contingent faculty with annual appointments and job security after a negotiated term of employment at the college or university.
Salary and Benefits	Provide contingent faculty with access to the employer health plan. Create an employer pool of funds for contingent faculty health insurance contributions. Proportional employer contribution to health insurance costs. Bridge coverage for terms when not employed.
Assignments and Responsibilities	Credit for preparation involved with classes, even if cancelled. Credit for office hours. Credit for required professional development. Credit for governance, committee meetings. Convert credit hours to actual work hours.
Distance Education	Provide opportunities for experienced contingent faculty to offer courses instead of contracting out to companies or to faculty from other colleges. Credit for preparation, professional development, and student contracts unique to distance education courses.

Two clauses in the current contract address course cancellation. “If a course is cancelled or withdrawn within 14 calendar days before the course begins, but after the member has agreed to teach the course,” states one provision, “the unit member shall receive payment of \$100.” If the course is cancelled after it begins, states another clause, “the unit member shall receive a prorated payment for the actual sessions that were held and a 10% payment for the remaining payment for the cancelled sessions that would have been due the instructor.” These clauses are disincentives to last minute cancellations of classes taught by contingent faculty.

The latest contract addresses major issues for bargaining unit work raised by online instruction. One provision calls for a “Joint Online Instructional Committee,” charged with examining “the appropriate use of courses for online instruction, the impact of such courses on other

programs, the selection process for instructors, and the application of technology for learning.”

The contract provides no specific ratio of hours spent inside and outside the classroom, but two provisions acknowledge non-classroom work. One clause ensures that contingent faculty can meet with the program director and staff members before classes start to receive an orientation, and to review policies, procedures, and classroom setups. Another article acknowledges the time contingent faculty members expend getting to and from class by providing reimbursement for travel expenses, sometimes including lodging and meals.

CLASS CANCELLATION

Some California, Illinois, and Oregon contracts for part-time only units provide class cancellation fees for part-time faculty; fewer joint-unit contracts include these fees. For example, over

half of the part-time only unit contracts in the two-year sector had cancellation fee clauses, but three of the four combined units did not. None of the three joint unit contracts in Illinois universities had cancellation fee clauses. The contracts providing fees vary in the amount and in the calculation method.

Cancellation fees for adjunct faculty at Mt. Hood Community College, in Oregon, are low. The college pays the instructor for the first session if the class is cancelled less than 96 hours before it should start. The part-time only contract for Butte Glen Community College, in California, provides for a course cancellation fee of only \$125 to \$175. The contract for Clackamas Community College, in Oregon, provides limited cancellation pay for preparation time before classes start: "The employee will also be paid two hours of class preparation time...for classes cancelled less than 30 days prior to the start of the term."

Other contracts call for notification of an assignment well ahead of the first day of class, allowing individuals to search for other employment and to avoid preparation time. Long Beach Community College, a California adjunct-only unit, recommends notification of course assignments at least six weeks prior to the term. The contract for Hartnell College, California, also requires the district to provide advance information to contingent faculty about possible assignments:

The District shall make a best effort to notify faculty four (4) weeks in advance of a given regular semester or Summer session, exclusive of short courses, of their tentative course assignment(s) and class meeting time(s) for the ensuing regular semester or Summer session. At the same time, the instructors shall be informed of the minimum enrollment and/or other circumstances that will result in the cancellation of the class assignment.

The contract for Roosevelt University, in Illinois, provides for two levels of cancellation fees:

Any adjunct faculty member who has accepted an assigned course shall receive \$250.00 as a class cancellation fee if the course is subsequently cancelled and there is no equivalent credit hour course available to teach. If a course newly developed by the particular adjunct faculty member at the explicit request of the Dean and scheduled by the University is cancelled by the University, prior to the start of class such adjunct faculty member shall receive \$500.00 as a class cancellation fee. In the event the assigned course is cancelled after the course has begun, the adjunct faculty member shall receive a prorated portion...of his or her compensation for the course for each day the course has met in addition to the course cancellation fee.

The contract for the Allan Hancock Joint Community College District, California, provides faculty a full week's pay plus the actual hours worked, for credit classes cancelled two weeks prior to the term or in the first week. This provision acknowledges the time taken in preparation well before a course meets.

The contracts with cancellation fees vary in the amount of the fee. But all these provisions are small deterrents to arbitrary class cancellations. The key variation: these provisions are more common in units representing only part-time faculty.

ONLINE EDUCATION: EFFECTS ON BARGAINING UNITS

Online education provisions in California, Illinois, and Oregon agreements include contracting out, effect on bargaining unit work, and the development, delivery, ownership, and use of online courses. Several types of clauses speak to ensure quality education through the control of bargaining unit work, ensure faculty ownership of their own intellectual property, and compensate faculty for the preparation required to offer online courses.

Outsourcing is often implicitly allowed under strong management rights clauses, or by failure

to negotiate on the issue. The contract for Linn-Benton Community College, in Oregon, states, “This Agreement shall not be construed to limit in any way the Board’s right to contract or subcontract work.” A step removed is language that speaks to the “intention” of the college. The Rogue Community College, Oregon, contract states, “It is not the intent of the College to displace existing faculty by participating in distance education.” A better step: unions with the right to be notified about and to bargain the impact of contracting out activity. The contract for Lane Community College, in Oregon, states:

The College maintains the right to contract or subcontract work, subject to notification to the Association of its intent with enough lead time to permit the Association to enter into discussions with the administration prior to the final decision. Prior to the implementation of any contracting or subcontracting of faculty bargaining unit work, the College and Association shall negotiate the impact of the change. If the College intends to contract out bargaining unit work, it will notify the Association in writing of such intent. Within fifteen (15) working days of the receipt of this notice, the Association may demand to bargain over the impact of contracting out.

Some contracts protect against managerial decisions to utilize untested faculty and unevaluated materials from other institutions or private corporations. Some provisions, for example, mandate that bargaining unit members teach distance education classes. The contingent unit contract for Clackamas Community College, Oregon, states, “Each distance learning class will be taught by a full-time or part-time faculty member.” The contract for Foothill De Anza Community College, in California, limits the ability of the college to contract out courses.

37.3 Credit or noncredit contract education as referred to in Section 37.1.1 when received

by the District under contract with outside educational services, businesses or agencies shall be referred to as “agency education.”

37.3.1 Such contracts to provide educational services to District students may be entered into under the following conditions:

37.3.1.1 The physical facilities, equipment, and support services necessary to provide the services are not available within the District; and

37.3.1.2 There are no qualified faculty, as defined in Article 7.12 of this Agreement, within the District available to provide the services to students; or

37.3.1.3 The Board and the FA mutually agree in writing to additional criteria or on a case-by-case basis where there are other significant factors which necessitate this type of agency education.

37.3.2 For the purpose of implementing this Section, FA shall be given written notice of proposed “agency education” agreements as soon as practical by the District but in no event less than 30 days before such a contract is presented to the Board. The District shall consult with FA regarding the proposed agreement and make available relevant information for the consultation process.

Riverside Community College, in California, caps the future contracting out of courses, whether traditional or distance learning.

Subcontracting. Educational courses in existence as of the execution date of this Agreement which are not now being contracted out, may not be contracted out to private organizations during the term of this Agreement without the concurrence of the Association.

Academic governance offers another mechanism for assuring bargaining unit participation. The contract for Glendale Community College, California, requires faculty governance to approve all courses, including distance education, "All telecourses must be approved in the usual manner, needing Division approval, Academic Senate approval, and Board approval."

Several provisions assure the use of existing full-time and part-time faculty to offer courses, and appropriate training for online instruction for these faculty members. "No faculty member shall teach a Distance Education course using technology with which they are unfamiliar," states a typical provision, "without the opportunity to be trained in the effective use of those technologies prior to the actual teaching of the course." Another clause requires faculty to participate in professional development activities, and compensates faculty for their participation and for the substantial time required for initial course development. California's Allan Hancock Joint Community College District provides \$1,000 to faculty for the first online class offered:

11.9 Distance Learning

11.9.1 Teaching Requirements: Prior to teaching online, a bargaining unit member shall demonstrate the skills necessary to teach online courses to the satisfaction of the Associate Dean, Learning Resources. Should the bargaining unit member be unable to demonstrate proficiency, he/she will participate in training in the use of the Internet and Blackboard.com or whatever provider or resource the District has designated to the satisfaction of the Associate Dean, Learning Resources. The bargaining unit member will also work with media services, as needed, for technical assistance.

11.9.2 If a bargaining unit member has never taught online before, he or she will

receive a \$1,000 stipend the first time he/she teaches online for fulfilling the preparation requirement.

The contract for Mt. Hood Community College, in Oregon, goes one better. Contingent faculty can receive considerable additional remuneration for participating in a professional development academy:

The Faculty Academy is structured in two (2) phases:

Phase I: Focused on enhancements. Upon completion, part-time faculty will be able to demonstrate the ability to incorporate appropriate technologies into existing courses, and they will be compensated at a rate of \$1,000 paid upon completion.

Phase II: Focused on certification as an online instructor. Upon completion, part-time faculty will have developed a distance-learning course (i.e., 50% or more of course instruction delivered at a distance), compensated at a rate of \$2,000 upon completion of instruction. Part-time faculty who develop Phase II course material will be allowed to offer the course at least once.

The College of the Desert, in California, also supports part-time faculty who offer online courses.

(f) Maximum Compensation: A maximum amount of \$7,500 shall be available per fiscal year for all Adjunct Faculty Members who develop on-line courses. This dollar amount shall allow no more than 5 Adjunct Faculty Members per year to be compensated for the development of new courses to be taught online. Compensation shall be provided to the first 5 Adjunct Faculty Members per fiscal year who develop, receive approval for, and teach an on-line course.

(g) Equipment: Adjunct Faculty Members who choose to teach on-line courses must provide for their own computer hardware and Internet access.

(h) Assignments: The development of an on-line course by an adjunct faculty member does not alter in any way the temporary employment of such Adjunct Faculty Member. Likewise, the development of an on-line course in no way commits the District to offer said course in any future semester.

Ensuring that faculty members, including contingent faculty, own the intellectual property of their online classes prevents the institution from re-using the courses or revising course materials without further compensation. But ownership and control over reuse are not the same. At Elgin Community College, in Illinois, the faculty creator owns online classes, but the college can use the material. “The faculty member shall own any distance course materials they develop, but the College shall have the continuing right to use materials developed with College resources.”

The contract for William Rainey Harper College, in Illinois, contains ownership language for faculty who work at more than one institution: “An adjunct faculty member shall retain ownership rights of classroom materials developed and produced without the use of any College resources.” The contract for the College of the Desert includes even more favorable language:

Section 9. Intellectual Property.

(a) All distance learning and other educational materials developed by an Adjunct Faculty Member will be owned by that employee (even when a stipend is paid).

(b) The District will have the right to use such material for courses offered directly by the District at no cost to the District.

(c) The Adjunct Faculty Member retains the right to sell or license such material.

The contract for Heartland Community College, in Illinois, affords adjunct faculty members more control over the use of their property:

In no event shall video or audio recordings of a Faculty Member’s lecture, performance, or presentation be made or used by the College without the written consent of the Faculty Member. Upon written request, the Faculty Member shall be provided by the College, at no cost to the Faculty Member, a copy of all video and/or audio recordings.

REDEFINING PART-TIME EMPLOYMENT BEYOND THE CLASSROOM

Institutional responses to the Affordable Care Act illustrate the importance of contracts that identify non-classroom duties for adjunct faculty, and that recognize work completed beyond the class period. The Clackamas Community College contract for contingent faculty identifies a wide range of extra-classroom work including advising, tutoring, preparing course materials, and evaluating student progress.

Any calculation of hours per week worked by health sciences contingent faculty must include their many obligations outside the classroom. At Clackamas, these responsibilities include traveling to clinical sites, participating in admissions decisions, arranging clinical placements, and “coordinating and managing clinical (practicum) experiences.” The contract adds, “Often this work must be performed outside of regular college hours, including any day of the week and during any time period in a 24 hour day.” The contract includes pay for mileage and assigns office hour responsibilities to adjunct faculty according to the number of units they teach. Another clause authorizes pay to contingent faculty for committee work. The Clackamas contract prohibits teaching load caps—a key provision, given administrative actions taken in response to the ACA:

In previous negotiations, the college bargained in good faith to eliminate teaching load caps in exchange for the implementation of a full-time to part-time ratio between 1:1.85 and 1:1.92. De facto teaching caps implemented at the department level will be subject to the grievance procedure.

In contrast, the contract for adjunct faculty at Clatsop Community College, in Oregon, excludes key aspects of faculty workload. Defining part-time work as no more than 49.9 percent of a full-time faculty member's workload, it translates that percentage into a maximum of 22.49 workload points *for the academic year*. Lecture/credit hours, lab hours, and non-teaching hours receive one point, 0.75 points, and 0.3747 points, respectively. But the contract excludes these aspects of workload for calculating benefit participation: summer workload; orientation, advising, and curriculum development; committee assignments, and department meetings. This provision captures the conundrum facing many adjuncts: do they maintain their courses but lose benefits by accepting a workload calculation that excludes much of their work? Or do they call for an accurate algorithm and face reduced class assignments from institutions unwilling to pay health benefits?

The Portland State University contract for contingent faculty states, "The University recognizes the value of bargaining unit members' activities beyond teaching." But the same article adds, "Such participation shall not be required, and the University is not obliged to, nor will it, increase the compensation of members for the purpose of or because of such participation." The university receives free labor by excluding these activities from the workload of adjunct faculty member.

Some contracts specify maximum teaching loads for contingent faculty, but most contracts do not translate credit hours into work hours per week. The Moraine Valley Community College contract defines a maximum load for a bargaining unit member (BUE):

Maximum Teaching Load. A BUE may teach up to 33 ECH [equated credit hours] per academic year. The maximum number is 12 ECH for the Fall and 12 ECH for the Spring and 9 for the Summer.

Some calculations of "equated credit hours" would put adjunct faculty at over 30 hours per week, making them eligible for health care. But the contract does not define the formula for equating credit hours to hours of work.

Columbia College lists duties for adjunct faculty beyond the classroom, but does not associate these duties with hours of work.

Unit members are required to teach the course(s) for which they are contracted in accordance with the requirements of the department and the College. This includes their presence at all regularly scheduled classes, preparation for and delivery of classroom instruction, participation in the College-wide assessment program, and evaluating, grading, and advising students.

The college pays for non-governance committee work, thereby recognizing another duty beyond the classroom. The contract for contingent faculty at William Rainey Harper Community College pays faculty per clock hour for committee work.

Faculty members in California community colleges negotiate over the treatment of "Professional Development/FLEX days"—days on the academic calendar devoted to professional development, not to meeting classes. Some collective bargaining agreements authorize compensation for governance meetings, online faculty development, work on student learning outcomes, and new faculty orientation. The College of the Desert compensates contingent faculty for participation in FLEX days and other activities:

Section 2. Adjunct Faculty Members may be paid for up to six hours per semester

for participation at FLEX ACTIVITIES as described in ARTICLE IX: Section 1. HOURS OF SERVICE at the lecture rate.

Section 3. The District will compensate Adjunct Faculty Members at the lab rate for attendance at committee meetings where the committee has been created by the President and where adjunct faculty participation is required. In addition, the District will compensate Adjunct Faculty Members at the lab rate for attendance at the District approved committee meetings. The District shall compensate unit members at the lab rate for reporting information from these committees back to faculty at regularly scheduled faculty meetings.

Chabot-Los Positas Community College, in California, compensates contingent faculty for limited office hours as part of Calculated A Hours (defined as “a teaching unit value equal to an hour-for-hour equivalence between assigned weekly lecture hours and faculty teaching”):

[Contingent faculty] shall have the option of serving one (1) weekly office hour per three (3) CAH to a maximum of one (1) hour total, with a possible second office hour for an additional three (3) CAH class with the approval of the Division Dean, to be compensated in accordance with Article 21G.1d.

Ohlone Community College, in California, also pays contingent faculty members for flex activities and any required training.

8.8.1.3 Part-Time Faculty Flex Participation: The District will provide compensation of up to a maximum of three (3) hours at the normal hourly rate for one fixed flex divisional meeting plus any other authorized flex activities per semester to which part-time faculty attend.

8.8.1.4 Part-Time Faculty Mandatory Trainings: The District will provide compensation of \$32.50 per hour for mandatory trainings/workshops.

These contracts ensure recognition of some work performed by contingent faculty beyond the classroom.

CONCLUSION

Contingent faculty members, long enduring insecure and adverse working conditions, confront two new conditions. First, their proportion in the instructional workforce has increased from less than a quarter to half in the last 40 years. These colleagues are now core members of academe.

Second, threats to their security include technological developments in online education and the proliferation of for-profit providers. Equally threatening: not-for-profit colleges increasingly embody “academic capitalism” by adopting the worst employment practices of private sector employers.⁹ The response of many colleges to enactment of the ACA is a definitive example.

Adjunct faculty members are responding to these developments by organizing in stand-alone units and in joint units with full-time faculty. The increased number of part-time only units reflects the energy for organizing. In the 1990s, NEA’s database of collective bargaining agreements (cba’s) included 45 percent of all faculty cba’s. This database included only five contracts for part-time only bargaining units. The current database, which covers 81 percent of all cba’s, includes 57 units of part-time only faculty. The number of bargaining units in the US increased by 78 between 1998 and 2006 and by another 64 by 2012. The number of faculty represented grew by more than 62,000 between 1998 and 2006 and by another 49,000 by 2012. Adjunct faculty made up a large share of the increase in faculty representation: collective bargaining units represented 147,019 part-time faculty members in 2012.¹⁰ Adjunct faculty members are a dynamic, growing, and arguably leading sector of the academic labor movement.

This essay showed how unions could improve the working conditions of contingent faculty. It focused on three emergent issues: (1) the growth of “just-in-time” assignments and cancellation of classes for contingent faculty; (2) the significant expansion of distance and online classes, enrollments, and programs—especially partnerships between not-for-profit colleges and for-profit providers; and (3) the threat to contingent faculty members posed by colleges wishing to keep assigned course loads and hours below the 30-hour per week threshold specified in the ACA for providing health benefits.

Contingent faculty—and the entire academic profession—face significant challenges. Organized faculty can pursue effective strategies for improving the working conditions of contingent faculty, thereby defending and enhancing the quality of education and the learning conditions of their students.

NOTES

¹ Part-time faculty make up 49.3 percent of the instructional workforce nationally; 70 percent in community colleges. Rhoades, 2013.

² We focus on *contingent part-time* faculty. NEA uses the term “contingent” to refer to *all* faculty members not working with tenure or on the tenure track because the line between part-time and full-time contingent faculty may be unclear. Part-time faculty may work at multiple institutions, and may teach the same course load as a tenured faculty member. Individual bargaining units use several terms for covered employees, including “adjunct,” “non-tenure-track,” and “part-time.” This article uses “contingent” for generic references, but keeps the term used in the contract or unit name when quoting from contracts.

³ NEA last approved a policy statement on distance education in 2002.

⁴ National Education Association, 2013.

⁵ Dougherty, Rhoades, and Smith, 2012.

⁶ Internal Revenue Service, 2013.

⁷ Illinois Education Association-National Education Association, 2013.

⁸ Schontzler, 2013.

⁹ Slaughter and Rhoades, 2004.

¹⁰ National Center for the Study of Collective Bargaining in Higher Education and the Professions, 2012.

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