

# Bargaining for Contingent Faculty

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The CD-ROM that accompanies the *NEA 2005 Almanac of Higher Education* includes "Contract Provisions for Contingent Faculty in Oregon, Michigan, Illinois, and California," a table to supplement this article.

Contingent faculty—hired off the tenure track—may appear to be impermanent and on the margins of the faculty workforce, but they conduct an increasing share of the academy's core work in instruction and research. The temporary appointment *is* the academic career for thousands of faculty who desire and are qualified to hold tenure-track positions. *Core* contingent faculty members are a permanent part of the new economy of higher education.<sup>1</sup> They may soon represent the new majority.<sup>2</sup>

Improving the working conditions of contingent faculty members strengthens the future prospects of all academics. Colleges and universities are becoming academic capitalist enterprises, seeking to generate revenues and reduce production labor costs. As increasing numbers of contingent faculty unionize, they are negotiating a new social compact that will help define working conditions in the academy and in the general economy.<sup>3</sup> These working conditions may also signal the future of all post-industrial employees. Employers in the just-in-time service economy are reducing employee rights, combating unions, and requiring more work at piece-rates. Employees have less job security, lower pay, and less access to health insurance and other benefits.

The rapid pace of unionization places contingent faculty at the forefront of the academic labor movement. This chapter discusses the provisions unions have negotiated in the areas of job rights and evaluation, compensation, and professional duties. It also looks for differences between the provisions covering contingent faculty in separate units and in combined units with permanent faculty. We examined contracts negotiated in California, Illinois, Michigan, and Oregon—states with over 20 years of experience in academic bargaining, and with many bargaining units, including separate and combined units. We begin with an overview of the numbers and types of contingent faculty in U.S. higher education.

## CONTINGENT FACULTY IN U.S. HIGHER EDUCATION

Colleges began to hire large numbers of part-time faculty in the 1970s—a response to growing numbers of students and institutions and to fiscal crises. Academic managers employed contingent faculty to increase flexibility and control of the workforce.<sup>4</sup> The ratio of part-time to total faculty doubled over the past quarter century to between 43 and 48 percent, depending on the measures employed.<sup>5</sup> About

60 percent of community college faculty members work part-time; 32 percent teach part-time in the four-year public comprehensive colleges, public doctoral institutions and the research universities. The four-year institutions also hire full-time temporary faculty and graduate teaching assistants, so the amount of non-tenure track teaching is greater than the percentages of part-time faculty.<sup>6</sup>

Scholars classify part-time faculty by their employment situation and their reasons for teaching part-time—factors key to organizing these employees. One typology distinguishes among “noneducational professionals” with full-time employment outside of education, “educational professionals” who work full-time at another education institution, and “permanent part-time faculty” who are employed part-time at one or more institutions.<sup>7</sup> The noneducational professionals—often business or industry employees with better pay and benefits at their full-time job—may desire little connection with the institution, and may not support unions. Permanent part-time faculty members, in contrast, are the core group for organizing since they are committed to the teaching profession and desire better working conditions.

A 1999 national study examined the employment status of part-time faculty. One-third of the respondents said their current position was their primary employment, and 22 percent had no other employment. About 76 percent said they preferred their part-time status.<sup>8</sup> In 1997 NEA surveyed faculty to learn why they taught part-time. The states covered—California, Michigan, Minnesota, and Washington—had voluntary and agency-fee bargaining units, and nearly equal numbers of union members and non-union members among their part-time faculties.<sup>9</sup>

The part-time faculty members surveyed in California taught at the California State University (CSU). The CSU respondents were more affluent and more concentrated in urban locations—about 75 percent of members and 66 percent of non-members—than faculty in other states. California reported a larger percentage of male faculty members—reflecting the demography of most four-year colleges. The state also reported the most highly educated faculty; over a quarter held a doctorate or a professional equivalent.

NEA asked if respondents preferred a part-time or a full-time position at their institution. Part-time faculty divided on the issue: 52 percent of union members

preferred full-time work, while 56 percent of non-members preferred part-time work. Among faculty who preferred part-time work, the majority of members and non-members preferred these positions for personal reasons and a desire to work in an academic environment. Non-members were more likely to have another full-time career, and were therefore the least reachable. Women, especially those with children, were much more likely to want to work part-time for personal reasons. Men were more likely to want to work part-time because they were semi-retired or had another career.

Over two-thirds of part-time faculty held other jobs. The largest percentage of respondents had one or more part-time jobs (39 percent), but 19 percent of union members and 29 percent of non-members held full-time jobs in addition to their part-time teaching jobs. These other jobs required substantial time commitments—almost half of all part-time faculty spent at least 20 hours a week working elsewhere. The breakdown: working at another college or university—members = 38 percent, non-members = 29 percent; self-employed—members = 21 percent, non-members = 29 percent; working for the government or a non-profit organization—members = 16 percent, non-members = 11 percent; working in a for-profit business—members = 14 percent, non-members = 17 percent; working in K-12 education—members = 9 percent; non-members = 12 percent.

Many colleges—especially four-year schools—are hiring another type of contingent faculty member: full-time, off the tenure-track. In 1990, 18.2 percent of all faculty members in four-year colleges and universities were full-time temporary.<sup>10</sup> One-third of faculty members hired within the previous seven years—but only 16.5 percent of the more senior faculty—were not in tenure-eligible positions, notes a 1990s study.<sup>11</sup> A larger percentage of women are found in non-tenure track than in tenure track positions.

Contingent faculty have many labels, including adjuncts, lecturers, and instructors. Informally, they are called the “field hands of academe.” California’s part-time faculty members are called “freeway flyers” because they may drive hundreds of miles a week to teach classes at several campuses.<sup>12</sup> We use “contingent faculty” to denote faculty hired on a temporary full-time or part-time basis, but we also follow the terminology used in quoted labor decisions and contract language.

## UNIONS, COLLECTIVE BARGAINING, AND CONTINGENT FACULTY

Faculty unions criticize the use of large numbers of contingent faculty because their temporary status undermines job security and academic freedom. They receive less pay, and lack health and retirement benefits, and they also lack necessary support services and access to professional development.

Administrators turned to “part-time faculty as an easy solution to the high labor costs of long-term tenured faculty.”<sup>13</sup> Not coincidentally, these faculty members—and the growing number of full-time, non-faculty support professionals—are less likely to be unionized.<sup>14</sup> Adjuncts are a “marginalized sector in a professional workforce” that cannot easily maintain a presence or attachment to one institution or bargaining unit. The courts accord little protection for the employment rights of contingent faculty members; they often uphold the right of administrators to dismiss contingent faculty because they are hired on short-term contracts with no right to rehire.<sup>15</sup>

Contingent faculty members are the archetypical employees in the post-industrial economy—comparable to assembly line workers in the industrial economy. They are organizing in large numbers, and collective bargaining has improved their working conditions.

In the private sector, the Supreme Court’s 1980 *Yeshiva* ruling withholds the right to unionize from full-time faculty who participate in decision-making. But this ruling does not usually apply to temporary faculty, and some contingents have organized their own units at private colleges.<sup>16</sup>

In the public sector, many state labor boards have granted bargaining rights to temporary faculty. Some boards have ruled that contingent faculty have a community of interest with the tenure-track faculty and belong in the same unit; others have ruled that the two groups belong in separate units.

The rules governing collective bargaining for contingent faculty members vary by state and by institutional sector within states. Oregon has issued no labor board decisions because the unions defined the units and administrators did not challenge the right of temporary faculty to representation. In Illinois, a 2004 law extended bargaining rights to part-time faculty teaching three hours or more and with a reasonable expectation of reemployment (interpreted as three semesters). Both states have a mix of separate and combined units.

The California Public Employment Relations Board (PERB), in contrast, granted bargaining rights to faculty employed in temporary positions at election time, regardless of their teaching load or their time in the position. But PERB issued mixed decisions on the nature of the bargaining unit in the state’s three higher education systems. In 1982, PERB ruled that the same unit would represent CSU full-time and part-time lecturers *and* full-time tenure track faculty—about 22,000 faculty members on 23 campuses. PERB extended bargaining rights to a separate statewide unit of part-time and full-time Non-Senate Faculty (NSF) on nine University of California (UC) campuses. PERB ruled for one unit for full-time and part-time faculty at each community college, except when the full-time faculty was already organized and the part-time faculty members sought representation at a later date.

The new labor law for four-year faculty members in Washington requires one bargaining unit per campus, so full-time and part-time faculty members are in the same unit. The state’s labor board extended voting eligibility to faculty teaching one-sixth or more of a full-time load. There have been pro-union votes on two campuses, and bargaining begins soon. Community college faculty members in Washington have been organized for many years. The unions successfully lobbied the state legislature for health benefits for contingent faculty teaching loads of 50 percent or more, including four-year faculty.

The California connections of the co-authors illustrate the reasons for the growth of unions among core contingent faculty. Maitland was a “freeway flyer” for ten years on seven different southern California campuses prior to working for faculty unions. She organized, bargained for, and studied temporary faculty in California beginning in the early 1980s, and has worked for NEA since 1987. She was involved in major organizing drives in higher education in 17 states.<sup>17</sup>

Rhoades has studied and written about faculty unions for the past decade. He was a UCLA graduate student and a non-tenure track postdoctoral researcher in the early 1980s, when the University of California “Senate Faculty,” or tenure-track faculty, voted “no agent,” by close margins, on three of UC’s nine campuses—Berkeley, UCLA, and Irvine. UC’s NSF voted to unionize, and the entire university faculty might have supported unionization if PERB had placed the two groups in a combined unit.<sup>18</sup>

We compare the contract provisions for contingent faculty in two- and four-year institutions and in separate and combined bargaining units. We focus on language related to job rights and evaluation, compensation and benefits, and pay for additional professional duties (office hours, committee service, and professional development, for example). We compare specific language and general patterns to earlier findings about contractual provisions applicable to part-time faculty. We also note the extent to which contracts afford discretion to managers or permit faculty involvement in decision-making and governance.<sup>19</sup>

### **JOB RIGHTS AND EVALUATION**

Collective bargaining has improved the status and working conditions of contingent faculty. Managers still retain most of the authority to hire and rehire the faculty, but many contracts now provide stability and protection, including seniority in hiring decisions, longer-term contracts, and ensuring notice. Many contracts for part-time faculty, especially in the community colleges, limit the amount of time an individual can work. The contracts for California's community colleges limit the loads of part-time faculty members to 60 percent or less to keep them from accruing tenure rights. At Los Angeles Community College, adjunct assignments "shall not exceed 60% of a full-time assignment." The administration may "terminate assignments so that the load remains below the limit." At Mt. Hood Community College (Oregon, part-time) faculty teaching less than 50 percent FTE are in the unit.

Managerial discretion is most evident in the "management rights clauses" that explicitly accord managers free reign over hiring and rehiring contingent faculty. The Clatsop Community College (Oregon, part-time) contract states, "The College retains the right to rehire part-time faculty or hire new part-time faculty as is deemed by the College to be in the best interests of the College." The Columbia Gorge Community College (Oregon, combined) contract indicates, "Part-time faculty are employed on a term-by-term basis and are not considered on probationary or regular status. Employment of Part-time faculty does not create any right, interest, or expectancy for any future employment except as expressly provided in this agreement."

Managers enjoy flexibility, absent provisions relating to hiring and rehiring. But a majority of contracts address appointment, rehiring, and release—

up from about 20 percent a decade ago.<sup>20</sup> Many provisions focus on logistics—especially notice. The Desert Community College (California, part-time) contract states, "Adjunct Faculty Members shall be notified of hiring or non-hiring for the ensuing Spring and Fall semesters by November 15 or March 15 accordingly." Other contracts address job posting and paperwork filing procedures related to the qualifications of contingent faculty members. Still others specify hiring criteria, especially seniority and prior experience at the institution. The Schoolcraft Community College (Michigan, combined) contract details a "preference list" for hiring part-time faculty that awards points for years of service and for contact hours. The contract for adjuncts at Washtenaw Community College (Michigan, part-time) states, "Adjunct faculty shall meet the same minimum qualifications required of full-time faculty teaching in the department."

Many contracts address class selection, reappointment to a contingent position, and possible appointment to a full-time position. Part-time unit members at Washtenaw Community College have higher priority in class choice over non-unit members, but lower priority than full-time faculty requesting overloads. The contract for Portland State University (Oregon, part-time) states, "When in the academic judgment of the department chair, there are multiple candidates who are equivalently qualified for an assignment, reappointment preference will be given to the bargaining unit member(s) over new hires." Adjunct employees at Los Angeles Community College (California, combined) have "reemployment rights based on seniority" after teaching four semesters.

Few contracts give priority to temporary faculty when tenure-track positions open. One exception: the contract at Roosevelt University (Illinois, part-time). The administration notifies the union when it authorizes a full-time vacancy. An adjunct faculty member who applies for "a full time position and meets the required qualifications shall be considered for such position and shall have his or application processed in accordance with the hiring procedures established for the position." The contract for Lansing Community College (Michigan, combined) mandates an interview for part-time faculty who meet the requirements for a full-time position and are deemed qualified by the search committee.

Most contracts call for evaluation of contingent faculty members. The 1997 NEA survey found that

most formal evaluations included student appraisals. About half of the formal evaluations involved the administration, but only one-third—mostly four-year colleges—involved peers. Collective bargaining has influenced the modes of evaluation. The Black Hawk College (Illinois, part-time) contract provides for priority in appointments after ten semesters of “effective teaching.” The contract of the College of DuPage (Illinois, part-time) specifies, “a reasonable effort be made to offer an initial assignment to the unit members who are fully qualified and who have had a continuing history of successful performance.” Hourly faculty at Santa Monica Community College (California) must have satisfactory evaluations to become associate faculty. Contract language on evaluation details student evaluations, classroom observation, and an optional self-evaluation.

Relatively few contracts provide for faculty involvement in the evaluation process. Peer review clauses are more commonly found in contracts for combined units than for separate contingent units. A new evaluation procedure for faculty on a continuing contract at Lansing Community College calls for a “professional conversation” with a team of colleagues. The contract for Lane Community College (Oregon, combined) states:

Faculty participation in evaluation is critical to bringing subject matter and pedagogical knowledge substantively into the assessment process. At the discretion of the employee being evaluated, a team may be used to help in the Departmental Evaluation process. The extent of use of peer evaluation shall be by mutual agreement of the faculty members involved.

The contract for Central Oregon Community College (combined) provides: “The evaluation review team shall be composed of one faculty member chosen by the Faculty Forum and one administrator chosen by the Vice-President for Instruction.”

Collegial evaluations guard against the arbitrary exercise of managerial authority. Does the absence of peer involvement affect rehiring decisions? Provisions ensuring that appointment and evaluation decisions are grievable are an even more effective method of reducing managerial discretion.

The CSU contract offers an important example. The first contract (1984) gave lecturers the right to “careful consideration” in reappointment decisions. This consideration was based on the record in the personnel file. The union won several arbitrations on

the language when administrators made the decision without reviewing or evaluating the personnel files.<sup>21</sup> The current contract maintains the language:

12.7 Each department or equivalent unit shall maintain a list of temporary employees who have been evaluated by the department or equivalent unit. If such an employee applies for a position in that department or equivalent unit or applicant pool for that department or equivalent unit, the faculty unit employee’s previous periodic evaluations and his/her application shall receive careful consideration. If a temporary employee applies for a subsequent appointment and does not receive one, his/her right to file a grievance shall be limited to allegations of a failure to give careful consideration.

In contrast, the current UC NSF contract gives the university “the sole discretion in regard to appointment and reappointment decisions and no obligation to reappoint an NSF following the expiration of an appointment.” The contract includes detailed procedures for required reappointment evaluations, but restrictions on grievance limit their effectiveness: “Non-reappointment decisions are not grievable unless the grievance alleges a procedural violation.” Adds the contract: “The arbitrator reviewing a grievance shall have no authority to order the university to appoint or reappoint an NSF.”

Some contracts limit the numbers of temporary faculty to ensure expanded numbers of full-time faculty members. These provisions, as expected, are more often found in combined units. The McHenry County College (Illinois, combined) contract provides an “adjunct faculty to full-time faculty ratio of approximately two to one shall continue to serve as its guide to the extent that financial resources permit.”

The Henry Ford Community College (Michigan, combined) contract requires the administration to honor a request for additional full-time teachers when the number of day classes taught by part-time teachers within a department is “equal to or exceeds two full-time positions for three consecutive semesters.” The faculty and administration at Oakland Community College (Michigan) agreed to an annual percentage of adjuncts. The Washtenaw Community College contract prevents the board of the college from replacing full-time with part-time employees. The contract limits the total number of contact hours generated by part-time faculty members to 37 percent of the total number of contact hours generated within the college. The contract at Saginaw Valley State University (Michigan, combined) sets a ratio

that cannot be exceeded on an annual basis. When the part-time to full-time ratio reaches a limit, the department, the dean, and the Vice President for Academic Affairs meet to “design a plan to rectify this excessive reliance” on part-time faculty. The Clackamas Community College (Oregon, part-time) contract maintains the current number of full-time faculty “and current practice shall continue with full-time instructors teaching 2/3 of the credit hours.”

Unions have negotiated longer-term contracts for contingent faculty. The union negotiated extended appointments for part-time and full-time CSU lecturers and obtained a commitment to open additional tenure-track positions. The first step was that part-time lecturers who taught consecutively for two semesters or three quarters within an academic year received one-year appointments. Then, beginning in 2002–03 CSU could appoint “temporary faculty” to three-year terms if they had been employed six or more years. These faculty members would continue to receive three-year appointments, absent documented unsatisfactory performance. The lecturers also became eligible to receive step increases upon completing 24 units on a semester campus or the equivalent on a quarter campus in the same department. Appointments for part-time lecturers may be on a “conditional basis” established at the time of appointment and may depend on enrollment and budget considerations. Full-time lecturers are not appointed on a conditional basis. The contract for NSF at UC includes a review mechanism for lecturers who have taught five years or more, and provides for appointments of two to three years. Part-time faculty at Portland State University teaching less than 0.5 FTE can obtain multiple term appointments after teaching four of the previous six terms.

## COMPENSATION AND BENEFITS

Data on the amount of pay for contingent faculty members, or on the rate of pay increase, are difficult to obtain. We focus instead on salary structures: Are contingent faculty paid by the credit hour or the course, by an hourly or monthly wage or a salary schedule, or by prorating the salaries of full-time, tenure track faculty? What benefits do contingent faculty members receive?

Contracts governing part-time and combined units showed little difference on salary-related matters. The most common pattern: a salary schedule that pays by credit hour. In Oregon contracts for separate and

combined units call for pay by credit hour, with steps based on experience. So do most Illinois and Michigan contracts. Some contingent faculty members are paid an hourly wage, or by the course.

The contracts in Oregon’s two-year colleges include tuition waivers and professional development funds. Most contracts permit spouses and children to use the tuition waivers. The colleges provide only limited sick leave. Two contracts provide funding for health insurance—Mt. Hood Community College and Lane Community College. Mt. Hood provides a \$250 tuition waiver, one hour of sick leave per credit hour—time can be accrued—one-day emergency leave, and bereavement leave. The college also has a professional development fund. The contract at Portland State University provides for partial payment of premiums for part-time faculty with no other health insurance. Portland State also maintains a professional development fund. The faculty is paid on a schedule with nine-month or 12-month payments.

In Michigan, faculty members at Lansing Community College have a pilot program for health insurance. The college has a sick leave bank; senior faculty gets 4–12 hours of sick leave per semester that can accrue. Lansing offers tuition waivers that are transferable to family members. Schoolcraft Community College offers tuition grants based on credits taught that, likewise, are transferable to family members. The contract provides for paid sick leave and for professional development, up to \$100 per year. Both colleges pay faculty members by credit hour with steps based on experience.

The Roosevelt University (Illinois, separate) contract provides tuition waivers for faculty members teaching two or more semesters and at least six credits; faculty members receive hour per hour credit in tuition waivers, to a maximum of six hours per year. Faculty members teaching four semesters and 12 hours receive a 50 percent waiver for family members, hour per hour to 12 hours per year maximum. Part-time faculty members are also eligible for 403(b) participation and for institutional membership in the National Adjunct Faculty Guild insurance plan or a comparable health plan.

Contingent faculty members at CSU are placed on a salary schedule based on experience; they become eligible for step increases after 24 units. Health benefits are provided based on load. Their salary includes committee work and office hours. Sick leave is prorated to full-time work—eight hours

per pay period and accruable. Lecturers are eligible for donations of vacation and/or sick leave for catastrophic illness or injury. The lecturers earn CSU fee waivers after six years FTE service.

The schedule for salaries for UC NSF members includes preparation and office hours. Faculty members can apply for professional development money. Some employees receive an employer contribution to the UC retirement system, based on load. NSF members may contribute to a 403(b). Housing and childcare benefits vary by campus. Lecturers may apply for instructional improvement grants and be nominated for teaching awards.

The typical method of payment in California Community Colleges is per credit hour on a schedule, with steps based on experience. Some colleges offer pay for degrees. All the contracts have sick leave, with bereavement or personal necessity options. Contracts for combined units were more likely to provide health insurance or to help pay for insurance for faculty members with no other coverage. The Cuesta College (California, combined) contract specifies an hourly wage, with steps based on experience and on degrees. Payment is by course in the Los Angeles Community College District, with steps based on experience and degree. Contingent faculty members at Desert Community College (part-time) are paid on a salary schedule with COLA increases. The negotiated schedules do not achieve salary parity with tenure-track faculty. But they are an economic boon since they increase compensation and offer predictable step increases.

## **PAYMENT FOR PROFESSIONAL DUTIES**

Are contingent faculty members paid for office hours, course preparation, and committee service, and do they have access to professional development? Are there differences between the contracts of units of part-time and combined units?

Salary schedules in some contracts include office hours as part of the duties—CSU and Portland State University, for example. Only five contracts provide for pay for office hours. Adjuncts at Desert Community College receive six hours pay for “flex activities;” they are paid for office hours if they work more than 40 percent of a full-time load. Part-time faculty members at Clackamas Community College are paid for one office hour per week if they teach six or more credits. Mount Hood faculty members are paid by the hour for office hours, if required. Paid office hours at

Santa Monica Community College (California, combined) are required for some courses.

More contracts include office hours in the responsibilities of contingent faculty members. Faculty members at John A. Logan Community College (Illinois, part-time) must “post and maintain regular office hours unless exempted by the appropriate department chair or associate dean.” The Washtenaw Community College contract reads:

It is expected that part-time adjunct teaching faculty will, in addition to instruction, be responsible for preparation and student consultation for each course taught. They shall schedule appropriate student consultation hours in the office area where they are assigned.

Such language is more often in the contracts of part-time only units.

The NEA 1997 survey of part-time faculty found that part-time faculty in bargaining units were more likely to hold office hours and hold more of them than part-time faculty across the nation. The NSOPF-93 national data reported that only half of part-time faculty held office hours. The NEA study found that members (73%) and non-members (70%) reported holding office hours. The study concludes that the difference could be “attributed to the presence of bargaining units in the states of our study.”<sup>22</sup>

Some contracts provide remuneration for committee work, professional development, and distance education course preparation. These provisions tend to go together, especially in the contracts of part-time only units. Faculty members at Clackamas Community College are paid for committee participation and for distance learning course development. Part-time faculty members at Mt. Hood are paid for required committee work, at an hourly rate, and for developing distance learning courses. Black Hawk College pays part-time faculty for work outside current teaching contracts, including distance learning course development and required professional development. The Chemeketa Community College (Oregon) contract requires notification of part-time faculty of department meetings and permits their attendance. Their work is compensated if they participate or if a meeting is cancelled with no notice.

The contracts of some combined units have similar language. Part-time faculty members at Lansing Community College (Michigan) are paid for meetings, distance learning course development, and

required technology training for pre-2001 hires. Part-time faculty members at Lane Community College (Oregon) are paid for assigned committee work and for in-service professional development at 36 percent of the credit hour rate.

Some contracts also ensure a voice for contingent faculty members in shared governance. In Oregon, Chemeketa Community College mandates part-time faculty representation on selected committees. Adjunct faculty at Portland State University may be appointed to university-wide committees that affect bargaining unit members. Roosevelt University (Illinois) provides for adjunct faculty participation in scheduled faculty meetings. One part-time faculty member may be elected from each college to voting membership on the college council and to non-voting membership on the college curriculum committee. The contract also requires the university to propose that the University Senate amend its constitution to permit election of one part-time faculty member from each college to voting membership.

## CONCLUSION

Strengthening the working conditions of contingent faculty members is vital to the profession's future. These colleagues, who perform much of the core work of higher education, must be accorded the pay and range of professional duties, responsibilities, and rights of full-time faculty members.

A previous analysis of collective bargaining agreements found "extensive managerial discretion, contractually" in appointing and releasing part-time faculty and "only limited professional involvement and controls built into the contracts." "The conditions of employment for part-time faculty," the analysis concluded, "are relatively undefined."<sup>23</sup>

Contracts in four key states show improvement as unions formed more part-time bargaining units and addressed the problems facing contingent faculty members. The best contracts add some stability and sanity to their working conditions, and expand fair play in their assignments and evaluations. Some current contracts limit arbitrary managerial discretion in hiring, ensure professional involvement in evaluation, and remunerate contingent faculty for performing out of class duties and undertaking professional development. But unions must further strengthen the rights, pay, and working conditions of contingent faculty members.

There are differences between contracts covering two- and four-year campuses. Contracts for some four-year campuses provide strong job rights after a period of continued employment, including possible multiple year appointments. These contracts consider committee service and office hours a normal part of the assignment, not subject to additional compensation. Most contracts provide for professional development funds and tuition waivers. Sick leave varies: some contracts pro-rate amounts based on full-time faculty policies; others omit mention. The community colleges are more likely to restrict teaching loads. The result: large numbers of part-time faculty in the two-year colleges.

Some differences exist between contracts for part-time and combined units. Part-time units focus on compensation for office hours, committee service, and course preparation. Combined units emphasize involving peers in evaluation of, providing health insurance for, *and* limiting the numbers of contingent faculty. But contracts in both types of units include growing numbers of salutary provisions.

Our challenge is clear: to expand the number of contracts that enhance the professional lives of the fastest growing segment of faculty employees.

## NOTES

<sup>1</sup> Rhoades, 2005, forthcoming.

<sup>2</sup> Alfred P. Sloan Foundation, 1998.

<sup>3</sup> Slaughter and Rhoades, 2004.

<sup>4</sup> Rhoades, 1998.

<sup>5</sup> Finkelstein et al., 1998.

<sup>6</sup> NCES, 1999. See analysis of this data in *NEA Update*, 7(4), (September 2001), [www.nea.org/he/heupdate](http://www.nea.org/he/heupdate). Maitland served on the National Survey of Postsecondary Faculty (NSOPF) advisory committee for nine years.

<sup>7</sup> Leslie et al., 1982.

<sup>8</sup> United States Department of Education, 1999.

<sup>9</sup> National Education Association, 1997. The CSU union did not have an agency fee at the time of the survey. About 12 percent of part-time faculty members were union members. The Michigan faculty members were from two- and four-year institutions.

<sup>10</sup> Baldwin and Chronister, 2001.

<sup>11</sup> Finkelstein et al., 1998.

<sup>12</sup> Maitland, 1981, 1987b.

<sup>13</sup> Maitland and Hendrickson, 2004, 139.

<sup>14</sup> Rhoades, 1998; Slaughter and Rhoades, 2004.

<sup>15</sup> Maitland and Hendrickson, 2004.



<sup>16</sup> Ibid, 2004.

<sup>17</sup> Maitland and Hendrickson, 2004 contains a short history of higher education organizing.

<sup>18</sup> Maitland, 1987a.

<sup>19</sup> Contract language analyzed using NEA Higher Education Contract Analysis System, 2004.

<sup>20</sup> Rhoades, 1998.

<sup>21</sup> Maitland, 1987.

<sup>22</sup> National Education Association, 1997, 44.

<sup>23</sup> Rhoades, 1998, 164, 165, 167.

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