

# More Than They Bargained For: Contingent Faculty

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The past quarter century has seen a dramatic increase in the number of part-time faculty members—now a key target of organizing and a major source of energy in the academic labor movement. Local units at two- and four-year institutions have increasingly focused on negotiating the rights of contingent faculty members—part-time and full-time temporary colleagues—but much remains to be done to enhance their working conditions as professionals.

Last year's *NEA Almanac* examined contractual language for contingent faculty: job rights and evaluation, pay structure and compensation, and payment for professional duties. The essay focused on California, Illinois, Michigan, and Oregon—states with long histories of collective bargaining.<sup>1</sup> We compared the contracts covering part-time faculty to contracts for both part- and full-time faculty. This chapter extends the analysis to all collective bargaining agreements in NEA's Higher Education Contract Analysis System (HECAS).

Unions have successfully responded to the growth of the contingent cadre by negotiating for delimiting ratios of part- to full-time faculty members. But,

some local union leaders note, management reacted to these clauses by hiring more full-time faculty members *off the tenure-track*. IPEDS data shows a steady decrease in the share of tenured faculty since 1990–91 with corresponding increases in the share of full-time, non-tenure-track faculty—often classified as instructors, lecturers, or as having no rank.<sup>2</sup>

Bargaining units must meet this challenge by negotiating favorable provisions that cover the conversion of faculty lines between full- and part-time status. This chapter discusses contractual language regarding conversion in both two-year and four-year campuses. We also examine contracts by type of bargaining unit: combined units of full and part-time faculty members, and part-time-only units with untenured faculty members.<sup>3</sup> We use contract terminology to describe the employee, lecturer and adjunct, for example.

## **JOB RIGHTS AND EVALUATION**

Most contracts give management wide latitude in hiring and evaluation decisions. Some contracts extend reappointment rights after a specified time and a good evaluation. Here are examples from contracts of

four-year institutions with separate units for full- and part-time faculty. The unit of part-timers at the University of Maine includes faculty employed for two of the prior four semesters. The evaluation procedure includes the ability to meet and discuss. Seniority affects priority for class assignments. Faculty members have 30 to 60 day notice for assignments, can request performance evaluations and may receive bonuses or pay increases. A faculty member can obtain an annual appointment after 25 service units and two courses taught in the last six semesters.

A separate unit of contingent faculty members at the University of Michigan includes all non-tenure track instructional staff. Ranks are based on experience and performance review. Faculty members have a presumption of renewal after three years. A committee evaluation determines future appointments. C. W. Post College (New York) maintains a seniority list for course appointments that favors faculty who teach 42 credits in five semesters. The college notifies contingent faculty of full-time vacancies.

The University of Connecticut—a four-year combined unit—has “special payroll lecturers” with multi-year contracts. Faculty members have the right to respond to written evaluations. The contract for the University of Hawaii provides for multi-year appointments; assignments consider experience and credentials. Contract language supports conversion of positions from temporary to tenure-track.

Camden Community College (two-year, New Jersey) has a separate unit of part-time faculty members. Adjuncts employed for at least 30 semesters showing evidence of teaching effectiveness receive priority assignments. Members are notified of full-time vacancies. Evaluations, though at the discretion of the administration, include discussion and written response. The Community College of Philadelphia (Pennsylvania) has a separate unit of part-timers teaching fewer than nine credit hours per semester. A detailed seniority system governs work opportunities. A process to consolidate part-time to full-time “visiting lecturer” status moves faculty members into the full-time bargaining unit. A Joint Evaluation Committee with union representation evaluates all employees.

Part-time and full-time faculty members at Onondaga Community College (New York)—a combined unit—undergo an identical evaluation process. Adjuncts have job rights and can be removed only “for cause” after eight semesters. The

contract for Butler County Community College (Pennsylvania) provides for “regular part-time” status with satisfactory evaluations. These faculty members have priority in course assignments. The college posts full-time vacancies, and regular part-time faculty members have first consideration after regular full-time faculty.

These clauses are exceptions to the prevailing pattern of managerial discretion, and are improvements over past conditions. But unions must work to make such language the rule.

## COMPENSATION AND BENEFITS

Contingent faculty members have not yet achieved equal pay and benefits, but unionized colleagues are making progress. The University of Michigan compensates lecturers on rank and experience and promotes on evaluation. Annual raises are tied to the average tenure-track merit raise plus a cost of living allowance (COLA). Lecturers receive salary increases when converted to “renewal status” and when renewed three years later. Employer-paid health insurance and retirement benefits for lecturers depend on full-time equivalent (FTE) status and title. Lecturers also have pro-rated sick leave and the right to apply for professional development funds.

Adjuncts at the New Jersey State Colleges earn a minimum salary with increases after 16 semesters and have access to health insurance, prescription, and deferred compensation plans. The City University of New York bases its salary schedule on hourly rates with movement after six semesters of employment. Adjuncts successfully completing a semester receive a cash payment in some years. The adjuncts have personal/emergency leave, and are eligible for health insurance after obtaining six or more credits in the third semester of teaching. The University of Hawaii contract bases steps on credentials and experience, includes part-time faculty in across the board pay increases, and offers pro-rated sick and bereavement leaves. The University of Montana contract sets minimum salaries; bases pay on FTE; and offers prorated sick, emergency, and bereavement leaves.

Sussex Community College (New Jersey)—a two year, part-time-only unit—provides for a higher rate of pay for faculty members who have taught 60 credits or more. The college offers additional compensation for independent studies, distance learning, and “additional assignments.” Adjunct faculty members at Rockland Community College (New York) receive

compensation by the credit hour; they receive additional \$40 per credit hour increments after four and nine years. They also receive one personal leave day per year, and a tuition waiver for self, spouse, or dependents after four semesters. Members can join the health insurance program at their own expense after three semesters.

Seattle Community College (Washington) has a step system with payment based on percentage of load and on a “parity factor.” Steps are based on degrees and related experience. The college provides earned sick leave based on FTE; it is accrued if the faculty member works a minimum of one quarter in four.

These clauses are improvements. But such language has yet to become the standard in most contracts.

### **PAYMENT FOR PROFESSIONAL DUTIES**

Contract language covering professional duties ranges widely. Some contracts include a strong assertion of duties. The contract for University of Alaska adjuncts states that part-time adjuncts are engaged solely to teach; it provides no pay for faculty meetings, though the university may provide an office. Part-time faculty at the University of Maine have instruction-related responsibilities including availability to students, and required submission of syllabi and exams to the administration. The university provides space for student meetings where possible. The University of Michigan provides lecturers with office space and resources necessary for work, including computer and e-mail. The C.W. Post contract requires a minimum of one office hour per week for three-credit classes. Faculty members can use an existing office and desk space upon request.

Flathead Valley Community College (Montana) provides extra compensation for committee work, approved in-service training, and developing distance-learning classes, and teaching those classes for the first time. Adjunct obligations at Middlesex Community College (New Jersey) include teaching, grading final exams, and adhering to official guidelines and teaching policies. Adjuncts receive \$15 per hour for required attendance at meetings. They can apply for academic advising assignments with additional compensation. The contract for Milwaukee Community College (Wisconsin) requires faculty members to maintain office hours, orient and advise students, and attend department and committee meetings. They can apply for curriculum development projects with additional compensation.

These exceptional contract clauses suggest ways for units to raise the standard for recognizing, supporting, and paying part-time faculty for professional duties.

### **CONVERSION IN TWO-YEAR COLLEGE CONTRACTS**

Only 18 of the 376 faculty and administrative professionals contracts for two-year colleges in HECAS address conversion. Two of these 18 contracts enable conversion from full- to part-time status or prohibit conversion from a temporary to a tenure track position. The contract for Central Ohio Technical College states, “A term-track position shall not be convertible to a tenure-track position.”

In contrast, contract provisions for converting from part-time to full-time status help to maintain, protect, and increase the full-time faculty workforce. The contract for Terra Community College (Ohio) prohibits conversion from full to part-time status without the consent of the faculty member: “Faculty employed at the start of a year under a Regular Instructional contract or Business/industry Service contract may not have their responsibilities converted to the other type of contract during the contract year without agreement of the faculty member.” The Lehigh Carbon Community College (Pennsylvania) contract protects faculty members against the “speed-up” embedded in converting 10-month to 12-month contracts without increasing pay.

The University of Hawaii contract provides for the growth of full-time positions:

The Employer shall make every effort to convert temporary positions to tenure track status where:

1. The position has a permanent designation and is fully funded through state general funds; or
2. Where evidence of continuing need has been demonstrated by consistent funding of the position for seven consecutive years that includes an average of at least 75% state general funding.

Some contracts focus on increasing the size of the faculty bargaining unit through conversion. The contract of the Lassen Community College District (California) provides for converting special assignment positions—including temporary tasks for coordinators, recruiters, advisors, or grant writers—to bargaining unit positions. Camden Community College and Middlesex Community College (New Jersey) must notify adjuncts about full-time vacancies. The Middlesex contract adds that employees can notify chairs of their interest in full-time positions.

The college then reviews these requests and gives members “serious consideration.” The Community College of Philadelphia provides for moving lecturers from the part-time to the full-time unit by increasing their workload.

The contract for Nassau Community College (New York) limits the growth of positions outside the bargaining unit by providing for converting technical assistant to non-classroom instructional lines that are in the bargaining unit:

Whereas, the diversity of the student body served by Nassau Community College has made it necessary for some of the academic departments to assist students with individualized or group instruction outside the classroom and student academic support services which are provided through workshops, learning centers or laboratories, and Whereas, some academic departments, to better serve the students, find it necessary to establish a closer connection between classroom instruction and the student academic support services provided outside the classroom.... Now therefore, Nassau Community College and the Nassau Community College Federation of Teachers (NCCFT) agree as follows:

1. After a review of department/student needs and after making a determination that curriculum within the academic program requires out-of-classroom support, a Department P & B Committee may develop organized student academic support programs and may request that a line(s) held by a Technical Assistant(s) who meets the qualification for teaching in the department be converted to a non-classroom instructional staff line(s). Requests for conversion must be submitted by the Department Chair to the administration accompanied by a detailed written program of the student academic support services requested.

The contract of the Minnesota Colleges provides for a specific percentage (70 percent) of unlimited full-time faculty members in the system. The contract details a process for determining this percentage, and leverages growth of part-time positions into additional full-time positions. It provides for a “rollover” from part- to full-time positions: “Unlimited part-time faculty whose actual assignments exceed eighty percent (80%) for two (2) consecutive academic years shall be converted to unlimited full-time status at their college if there are no eligible unlimited full-time faculty members on layoff who claim the position.” The contract also provides for converting full-

time faculty positions from temporary to permanent status:

When a faculty member who has held a temporary full-time appointment for three full academic years is rehired to an unlimited full-time position in the same credential field, the faculty member shall receive an unlimited full-time appointment rather than a probationary appointment. If a faculty member who holds a temporary full-time appointment for six or more years requests unlimited status, s/he shall be granted such status if agreed to by the college president.

Another 22 contracts in the HECAS database use the term “reduction to part-time” instead of “conversion.” Twelve contracts enable bargaining unit members to move voluntarily to part-time status before retiring. The contract of the San Mateo Community College District (California) states: “Eligible members of the unit may phase in their retirement program through reduction of workload from full-time to part-time duties in accordance with provisions of the Education Code.” The contract of the Kern Community College District (California) accords important service credits to members choosing this option: “Optional Reduced Workload Program—A bargaining unit member may have a reduction in workload from full-time to part-time contractual duties prior to retirement and receive the same service credit toward retirement as would have been received had the employee continued on a full-time basis.” These clauses require the faculty member to initiate the conversion; most contracts specify who can take this option and for how long. The contract of the Los Angeles Community College System (California) has a generous provision covering the number of years a member may participate:

- A. This article describes the District’s Pre-Retirement Reduction in Workload Program as authorized by Education Code Section 87483. Faculty members who participate in the Program may reduce their workload from full-time to a percent of full-time, but still maintain full-time retirement benefits....
- B. To be eligible to participate in the Pre-Retirement Reduction in Workload Program a faculty member must meet all of the following conditions: He or she must have reached the age of 55 before the reduction in workload; 2. He or she must have been employed full-time in an academic position...for at least ten years; and 3. During the period immediately preceding the reduction in workload, he or she must have been employed full-time in an academic position for a total of at least five years without a break in

service.... C. For a faculty member who is subject to Education Code Section 22713 (STRS members), participation in the Pre-Retirement Reduction in Workload Program shall end no later than ten years after the faculty member first began to participate in the program, whether or not his or her participation was continuous.

Some contracts address reductions in force. Seven clauses afford managers the right to convert lines from full to part-time status. These decisions are not grievable. The contract of Lehigh Carbon Community College (Pennsylvania) states, "The College's decision to retrench and the resulting layoff of faculty or reduction to part-time status shall not be subject to the grievance/arbitration procedure by either the Association or the faculty member(s) so affected."

But contractual language protects some rights of the formerly full-time faculty member. A few contracts give affected faculty their first choice of courses taught by part-time faculty, or to claim part-time positions as part of their placement rights. The Columbia Gorge Community College (Washington) contract ensures the maintenance of health benefits:

The College will continue to pay the same premium for coverage of insurance programs for a full-time faculty member whose status has been reduced to part-time for one additional month following their reduction in status from full-time, provided that the faculty member pays her/his share of the premium.

Three contracts in Washington state seek to maintain the ratio of full- to part-time faculty members. The contract provisions block conversion of the workforce, though they allow for reducing the lines of *individual* faculty members from full- to part-time status. The Bellevue Community College's contract states:

A faculty member on recall shall have the first right of refusal to any part-time assignments in her/his reduction-in-force unit(s); provided, failure to accept, such assignment shall not alter recall rights to full-time vacancies otherwise established; and further provided nothing herein shall require the District to consolidate part-time positions into a full-time position. In the instances where a full-time faculty member is on recall status the number of part-time assignments, if any, made in the applicable reduction-in-force unit shall not be increased over the number in existence at the time of reduction-in-force by more than the equivalent of one-half (1/2) of a full-time load.

Such language is weaker than the conversion language in the Minnesota Colleges contract. But most contracts lack *any* language protecting individual full-time faculty members from layoff or from reduction to part-time status, configuring the faculty workforce to protect the integrity of full-time positions, or ensuring the hire of additional full-time faculty members.

## CONVERSION IN FOUR-YEAR COLLEGE CONTRACTS

Few of the 142 contracts for four-year institutions in the HECAS system address conversion from part-time to full-time positions or reduction of faculty positions from full- to part-time status. Some contracts address conversion during an academic year. The University of Massachusetts, Amherst, contract protects faculty pay: "Faculty members appointed beginning with the spring semester will be given the option of an initial appointment on a calendar year basis, with a conversion to an academic year appointment basis with no loss of pay the following September."

Non-tenure track faculty at the University of Montana are encouraged to apply for tenurable lines, with prior service credited. The contract for the Pennsylvania State Colleges and Universities details a process for converting part- to full-time positions, embedded at the departmental level, and in "meet and discuss" provisions:

Effective with the Fall semester 1999 and each fall semester thereafter, each department shall survey its use of temporary FACULTY MEMBERS retroactive for three years, in addition to the current year, and shall identify the courses and responsibilities within a disciplinary specialization which have been performed by temporary FACULTY MEMBERS. The department shall determine whether any group of such courses or responsibilities within a disciplinary specialization has constituted a full-time FACULTY position(s) over the eight semesters and, if so, shall forward a recommendation to the President to create a regular position(s)... State Meet and Discuss shall develop guidelines to implement this provision at the local level. 2. The President shall then decide whether to convert the position(s) into a regular full-time position(s). 3. If the President denies the conversion of the position(s): he/she shall explain the denial in writing to the department with a copy of the explanation provided to local APSCUF; and the courses or responsibilities of the position(s) as determined by the department...shall not be taught by temporary FACULTY MEMBER(S) for

two years from the denial of the conversion without the approval of local meet and discuss. 4. Exceptions to the provisions of this Section shall require the approval of the parties at State Meet and Discuss. Replacements for FACULTY MEMBERS on sabbatical leaves, grant funded positions, or on approved leaves of absences shall not be subject to the provisions of this Section.

Some contracts address reduction from full- to part-time status. The contract for the Vermont State Colleges affords important voluntary early retirement opportunities, though it is less generous than similar provisions in some two-year college contracts:

When a tenured faculty member reaches age 63, he or she shall have the one-time option of a special retirement plan under which he or she may work on a half-time basis (not less than 12 credits) for the next year and receive full-time pay at the same rate as the last year of full-time service or he or she may choose to work on a half-time basis for two years and receive 75% of the salary rate for the last year of full-time service each year.... As a one-time incentive, these special retirement options will be offered to all VSC tenured faculty who are 63 or older as of July 1 any given year of the contract. as of July 1, 1997.... As another retirement option, all tenured faculty may phase into retirement at any time after age 65 by working on a half-time basis for half-time pay for one or two years after which they will be retired from the College.

The University of Minnesota, Duluth, contract addresses reduction from full to part-time status as an alternative to layoff, to be initiated by the employer or the faculty member. The clause ensures continued accumulation of the seniority rights of a full-time faculty member, but it also affords substantial discretion to managers to reconfigure the faculty workforce.

If Layoffs occur, the Employer may offer a Member a change in a regular appointment or a non-regular appointment from full-time to part time as an alternative to laying off that Member. If such an offer is made and accepted, the Member's seniority shall accumulate as though s/he were employed full-time. A decision to lay off the Member rather than reduce the Member's employment to part-time shall be at the discretion of the Employer.

The Palmer College of Chiropractic West contract affords even greater protection to full-time faculty from permanent reduction to part-time status:

In the event that the faculty member, after following the procedure in 9.5.1, still lacks a full assignment the Administration retains the right to reduce the faculty member to a part-time workload. This shall be a temporary reduction in workload and associated salary, and shall not be a permanent part-time position with loss of seniority or benefits (if at least a minimum of ten (10) FTEs are maintained) and shall not increase risk of lay-off. The duration of this reduction shall be for the defined period of time. At any point in time, when work for which they are qualified becomes available, it will be offered to the faculty member in order to return them to full-time status.

To conclude: limited contractual provisions protecting faculty members implies largely unlimited managerial discretion in shaping the workforce.

### **TEMPORARY FULL-TIME FACULTY IN FOUR-YEAR COLLEGE CONTRACTS**

The growth of contract provisions for temporary full-time faculty members in four-year institutions—50 of the 142 contracts in the HECAS system—reflects the rapid growth of this employment category in the academic workforce. Many contracts, after defining this category, state whether it falls outside or inside the bargaining unit. Some contracts significantly limit the use of full-time temporaries, especially by capping their periods of employment. States the contract for Massachusetts State Colleges and Universities:

Temporary appointment shall mean a non-tenure track full-time appointment to a position within the bargaining unit. Such appointment shall not exceed four (4) consecutive academic semesters.

The Northern Illinois University contract states:

In accordance with Board of Trustees Regulations, persons who are on the secondary roster or in the employment pool shall be limited to no more than five (5) consecutive full-time temporary appointments.

Defined ratios are a more powerful mechanism for limiting use of full-time temporary faculty members. The Shawnee State University (Ohio) contract states, "The University shall employ no more than five percent (5%) of the total faculty on full-time temporary one-quarter contracts." The University of Massachusetts, Lowell, contract prohibits layoff of permanent faculty members while temporary full-time faculty are on contract:

The University may hire visiting faculty under any appropriate title on a temporary full-time basis. Such individuals may be paid from donated endowment, overhead funds, grants, or any other source including state funding. Where state positions are used for this purpose they shall normally be “backfills.” The aggregate number of full time visiting faculty from all sources in any given year shall not exceed a number equal to 5% of the total bargaining unit positions. No individual visiting full-time faculty member may remain at the University of Massachusetts Lowell as such for a period in excess of two consecutive academic semesters. Such individuals are exempt from the obligation to join the union.... No tenured faculty member may be retrenched while a visiting faculty member is continued.

National unions and bargaining units have focused on extending the rights of part-time faculty and on delimiting their use. Those negotiations remain critical, but more units must bargain over the rights and use of temporary full-time faculty, now that excellent, workable contractual language exists.

## CONCLUSION

Faculty and administration continue to bargain over the working conditions of contingent faculty and over the configuration of the academic workforce. Analysis of HECAS system contracts reveals that unions are establishing, ensuring, and expanding the rights of contingent faculty members, and providing them with conditions of work befitting professionals. The analysis also reveals examples of contractual language protecting full-time, tenure track faculty members and expanding their numbers. These important provisions limit the ability of institutions to economize by reducing the pay and benefits of faculty members or by increasing the ranks of contingent faculty.<sup>4</sup>

Local bargaining units must ensure that exemplary language becomes the rule, not the exception. In particular, the contracts of four-year colleges contain fewer relevant provisions than two-year institutions regarding conversion and reduction to part-time status.

Management is moving to strategies of hiring temporary full-time faculty members and of converting permanent positions to this status. These moves increase the stakes for faculty unions at the bargaining table. Unions have responded by building some protections into a substantial minority of contracts in the HECAS database. But negotiating the working conditions of full-time temporary faculty members and addressing the ratios of contingent faculty to full-time tenure track faculty now merits the highest priority.

## NOTES

- <sup>1</sup>. Maitland and Rhoades, 2005.
- <sup>2</sup>. *The NEA Higher Education Advocate*, Summer 2005.
- <sup>3</sup>. The following addendum summarizes the analyzed contracts.
- <sup>4</sup>. Rhoades, 1998; Slaughter and Rhoades, 2004.

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