

Bargaining for Full-Time, Non-Tenure Track Faculty: Best Practices

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Academic managers have hired growing numbers of faculty members off the tenure track during the last decade.¹ Increasing the proportion of contingent faculty members enhances managerial control. It also increases uncertainty for and inequity among professors hired to reorganize “the faculty work force for flexibility.”² Public attention has focused on part-time faculty members; growth in the ranks of contingent *full-time* faculty members has garnered less attention.

This chapter examines contractual provisions for full-time, non-tenure track faculty

members (FTNTT). Our source is NEA's Higher Education Contract Analysis System (HECAS). We base our analysis on the “best practices” for 13 terms and conditions of employment identified in a recent national study, mostly conducted in non-unionized settings.³ This study concludes, “We have yet to identify a higher education institution that has developed an ideal package of personnel practices for full-time, non-tenure track faculty.” But, “we have found numerous schools with enlightened ideas for enhancing the work and careers of the faculty they employ off the tenure track.”⁴

This *Almanac* chapter identifies contractual provisions that enhance the professionalism and working conditions of FTNTT. We slightly modify five terms and conditions of employment used in the national study:

- “Defined categories of employment”—including “defined probationary periods” and “multi-year appointments following probation”—two conditions discussed in the national study. Our expanded definition includes contracts omitting these specific terms, but limiting the numbers and terms of FTNTT.
- “Defined dates and processes for contract appointment, renewal, or termination”—a more inclusive condition than “defined dates for contract renewal or termination,” used in the national study. Peer involvement in these decisions is an important condition of professional employment.
- “Evaluations, with explicit criteria”—an expanded version of “explicit evaluation criteria,” a category used in the national study. Our category notes whether evaluations exist at all.
- “Equitable salary system”—a bread and butter category.
- “Equitable fringe benefit system”—another bread and butter category.

DEFINED CATEGORIES OF EMPLOYMENT

Contractual definitions and provisions typically differ for temporary faculty supported on “soft” monies, such as grants, and for non-tenure track colleagues supported by state funds. Most contracts for full-time members in the second group fail to provide for probationary periods leading to eligibility for multi-year contracts. The language more typically defines limits on the term of appointment for these faculty members. “Full-time temporary faculty positions,” states the Hillsborough Community College (Florida) contract, will be “established for a limited period not to exceed two consecutive academic years.” The University of Alaska contract states:

“Non-tenure track term appointments may be made for a period up to but no longer than five years.”

Some contracts restrict the appointment of faculty members to such positions. The Triton College (Illinois) contract states:

Temporary full-time instructors, who shall be defined as those instructors who are issued a contract for two semesters or less but not more than two semesters, may be employed on a time specific special for the purpose of filling temporary vacancies as defined by the contract, such as illness, parental leave, and sabbaticals.

The proportion of “temporary full time faculty/visiting faculty” hired to fill vacancies for similar reasons at the University of Massachusetts, Lowell, “shall not exceed a number equal to 5 percent of the total bargaining unit positions.” The contract prohibits hiring FTNTT to perform other bargaining unit work:

In no other cases may faculty bargaining unit work and its accompanying academic responsibilities be performed on either a temporary or permanent full-time basis except by bargaining unit members who are tenure or tenure track faculty.

The University of Connecticut contract, in contrast, identifies probationary periods and subsequent sequences of multi-year appointments:

Following the completion of the probationary year, staff not on tenure track shall be eligible for one-year appointments up to a maximum of five such one-year appointments. Beginning the seventh year, staff shall be eligible for three-year contracts. Commencing with the first three-year appointment, nonrenewable shall be grievable.

The City University of New York contract includes a Distinguished Lecturer category, which can involve reappointment for no more than five years. The number of Distinguished Lecturers is limited to 80 in the system. The contract of the Minnesota State Colleges provides for converting “temporary full time” to “unlimited full time” faculty. The California State University contract provides for three-year appointments for FTNTT with six consecutive years of prior service on a campus.

Few contracts provide for converting FTNTT appointments to tenure track appointments. The University of Hawai‘i contract features a rare exception:

The Employer shall make every effort to convert temporary positions to tenure track status where: 1. The position has a permanent designation and is full 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 seventy-five percent state general funding.

Another exception: If a faculty member at Rockland Community College (New York) with a temporary appointment “is subsequently hired as a full-time tenure track faculty member, one-half of consecutive uninterrupted service shall be counted towards tenure.” A similar clause in the Mt. Hood Community College District (Oregon) contract applies to all the time accrued during the terminal contract.

Conversion to tenure track is a one-time event in the San Francisco Art Institute contract, provided for in the contract at one point in time; it is an ongoing process in other contracts. The contract for the Pennsylvania State Colleges places FTNTT faculty members on the tenure track after five years:

A full-time temporary faculty member who has worked at a university for five, full

consecutive academic years in the same department, shall be placed in tenure-track status, if recommended by the majority of the academic department faculty in accordance with the procedure developed by that department faculty.

DEFINED DATES AND PROCESS FOR APPOINTMENT, RENEWAL, OR TERMINATION

Most contracts omit defined dates and processes for appointing, renewing, and terminating FTNTT faculty members. Nor do they involve faculty peers in these processes—a central feature of professional employment. Management has flexibility to appoint and terminate FTNTT faculty members. Like part-time faculty members, they are therefore contingent workers—apart from defined term limits included in some contracts and from defined dates of notice in others.

The recently negotiated contract for the California State University system limits the scope and power of managerial discretion. The contract provides job security for full-time lecturers by ending conditional appointments. After six years of continuous employment, full-time lecturers are eligible to receive three-year continuing contracts. The university must renew these contracts unless a contractually specified evaluation procedure reveals evidence of unsatisfactory performance.

The Florida Atlantic University contract also limits managerial discretion. The university retains the authority to make term appointments “as it deems appropriate.” But, the contract adds, “the appropriate administrator(s) shall consider recommendations which have resulted from the review of candidates by employees in the department/unit.” Criteria and standards used to make decisions about successive fixed multi-year appointments, the Florida Gulf Coast University contract states, “may be modified by a process that ensures significant involvement by unit faculty members.” “Approval of criteria and standards,” adds the

contract, “requires confirmation by a majority of the unit’s faculty members.” The union may discuss and comment on the criteria and standards.

Other contracts recognize the importance of professional involvement in hiring new faculty members. The contract for the University of North Florida provides: “The University Administration shall authorize advertisements for appointment vacancies through appropriate professional channels.” Faculty search committees, the contract adds, will be appointed, as in recruitment of tenure track faculty. Criteria and procedures “shall be implemented upon a two-thirds approval of faculty eligible to vote in departmental governance.” The Northampton County Area Community College (Pennsylvania) contract states: “The Faculty of the appropriate academic department, program, or other area of specialization shall be consulted on the appointment of all full-time faculty members.”

Many contracts specify dates of notice for renewal or termination. The length of notice is usually related directly to the temporary faculty member’s service; notices range from a few weeks, to a month, three months, or almost a year. Contracts that allow for early termination of FTNTT may specify dates of notice. The University of Hawai’i contract states: “A limited term contract may be terminated prior to its expiration, provided that the faculty member is given at least four months notice, and all other temporary contracts of shorter duration in the individual’s program, division, or department have been given prior notice of termination.” This provision, like an order of layoff provision, offers some protection to senior, longer-term contingent faculty members.

The stronger language in the Sauk Valley College (Illinois) contract affords term appointment faculty members the same process and protections as tenure track faculty: “If a term appointment is to be terminated prior to completion of agreed term, cause shall be given and procedures will be identical with the provisions

for termination of continuing appointments as in Article 7.3.”

The Shoreline Community College (Washington) contract illustrates peer involvement in appointment and renewal decisions. The contract calls for and defines “appointment committees” containing a majority of tenured faculty members. These committees evaluate candidates, including temporary academic employees under consideration for fourth, fifth, and sixth consecutive college quarters. The contract ensures a central faculty role in important personnel decisions by carefully defining the committee’s composition and duties.

EVALUATIONS, WITH EXPLICIT CRITERIA

Most contracts neither specify criteria for evaluating FTNTT, nor define processes for involving other faculty members. Rather, language only provides for periodic evaluations. In the Florida Gulf Coast University contract, faculty members “shall be evaluated at least once annually.” Periodic evaluations at the Connecticut Community Technical Colleges vary by years of service: once in each of the first two appointment periods, then once every two years. The frequency of evaluation at Tompkins-Cortland Community College (New York), is greater for term-appointment faculty members than for their colleagues with permanent appointments: every semester, with all sections evaluated.

Some contracts, particularly in four-year institutions, provide for peer involvement in evaluations. The Connecticut State University contract reads:

There shall be only one evaluation procedure leading to recommendations regarding promotion, tenure and renewal of full-time members as follows: in accordance with procedures developed by the Senate ... evaluations of teaching members shall be conducted by the Department Evaluation Committee of which the Department Chairperson may be a member, ex-officio, and by the University-wide Promotion and Tenure Committee.

The evaluation criteria specified in the California State University contract include “student evaluations of teaching performance for those with teaching duties, peer review by a committee of the department or equivalent unit, and evaluations by appropriate administrators.”

Administrators control the evaluation process at most community colleges, but several contracts detail the process and the criteria for evaluating FTNTT. A “supervising administrator” conducts reviews at Jacksonville Community College (Florida). But the administrator, “shall use multiple sources of data, including the findings of observations, the results of the evaluation of instruction by student survey of course sections taught by the faculty member, student results, and pertinent anecdotal information.” The contract details these criteria and the process of faculty evaluation.

The Lansing Community College (Michigan) contract indicates, “The evaluation process is intended to be a continual, collegial, and constructive process.” Central Ohio Technical College allows faculty members to include peer evaluation in their review. The Shoreline Community College (Washington) contract provides for a review committee, with a majority of tenured academics.

Procedural detail and peer involvement in evaluation—as in terms of appointment, renewal, and termination—is key to ensuring fair, equitable, and professional conditions of employment.

EQUITABLE SALARIES

Data from the national study indicates the majority of research and doctoral institutions “pay lower salaries to their full-time temporary faculty” compared to master’s and baccalaureate institutions, which are more likely to pay comparable salaries with comparable qualifications. “A larger proportion of the public institutions (50 percent) were likely to offer lower salaries to FTNTT faculty than were private institutions (26 percent),” the institutional

survey revealed, “whereas the private institutions (68 percent vs. 47 percent) were more likely to offer comparable salaries.”⁵

FTNTT faculty members are eligible for merit salary increases at 80 percent of the surveyed institutions, but small salary pools limit these increases.⁶ Colleges can realize significant savings by paying FTNTT faculty less. One surveyed institution pays 85 percent of what it pays to tenure track faculty. “Viewed from another perspective, for every 13.3 FTE tenure track positions the institution spends \$1,000,000, while for non-tenure-track faculty the figure is 15.7 FTE positions.” These savings persuade many institutions to opt for FTNTT faculty members and to assign a higher teaching load to these colleagues than to tenure-track faculty who need time for research and publication.⁷ A few campuses offer higher salaries (salary premiums) and paid sabbatical leaves to faculty members who accept a temporary position. One college uses salary premiums in hard-to-hire disciplines.⁸

Most contracts for the four-year campuses in the HECAS database specify minimum salaries for ranks such as lecturer. These contracts also provide some salary equity by ensuring that continuing temporary faculty members receive the basic salary increase given to tenure-track and tenured faculty. Contracts providing merit or market-based salary increases rarely exclude temporary faculty, but departments or colleges can route increases to probationary and permanent faculty by manipulating the criteria.

FTNTT faculty members at the University of California, for example, are eligible for regular salary increases and merit pay and the contract specifies minimum salaries. The University of Connecticut contract provides minimum salaries, with placement for years of service up to four years. Continuing faculty members at Florida Atlantic University are eligible for salary increases and for merit increases. The Northern Illinois University contract provides for minimum salaries and eligibility for compression adjustments. The salary schedule in

the Lake Michigan College contract provides for increases for continuing faculty who meet performance expectations. Experience and degrees determine the minimum salaries on the Montana State University salary schedule; FTNTT colleagues are eligible for merit and market adjustments. FTNTT faculty members at two-year institutions are likely paid at rates comparable to similarly qualified regular faculty members because their contracts are more likely to have salary schedules.

Full-time lecturers covered by California State University contract remain on the same salary schedule as tenure track faculty. They receive the same salary increases and receive step increases with eligibility at 24 units per semester and 36 units per quarter campuses. Some lecturers are eligible for promotion increases.

EQUITABLE BENEFITS

Institutions with collective bargaining, as evidenced in the national study and the HECAS database, are more likely to detail benefits and eligibility requirements for temporary full-time faculty. By contrast, notes the national study, “this degree of specificity concerning benefits is not common in most institutional policies affecting non-tenure eligible full-time faculty.”⁹ Benefits are usually based on FTE, so that faculty members with 0.5 FTE or greater appointments often receive full or prorated benefits, including health insurance and leaves for illness and military service. Employers may make smaller contributions to FTNTT faculty retirement accounts or fail to contribute at all. But most contracts do not explicitly address retirement, which is often part of a state retirement system and minimally negotiable.

FTNTT faculty at most colleges with collective bargaining have the same access to benefits such as life insurance, health coverage, and pension plans as tenure track faculty, concluded the national study.¹⁰ Unions provide FTNTT faculty members with a relatively equitable system of benefits compared to non-unionized settings.

CONCLUSION

Unions use the term “contingent faculty” when addressing the needs of all colleagues who are not on the tenure track. The contracts refer to contingent faculty members by different names—lecturers, adjuncts, and non-tenure track faculty members, for instance. But all names have in common the transitory nature of their academic work. Full-time contingents are more likely to have the same benefits and retirement provisions as the regular faculty because these provisions tend to be awarded on time-base. Unions have negotiated some job security provisions but management still has wide latitude.

This chapter examined five categories of contractual provisions for FTNTT faculty members: defined categories of employment; defined dates and processes for appointment, renewal, or termination; evaluations, with explicit criteria; equitable salaries; and equitable benefits.

We based our analysis on the “enlightened” terms of professional work contained in a national study of mostly non-unionized colleges and universities. Colleges, the study suggested, should allow for the professional growth of FTNTT faculty members by providing for an initial probationary period followed by longer contracts and career progression. The study also called for defined dates and processes for appointment, renewal, and termination decisions, and for regular evaluations of contingent faculty members, using explicit criteria. Finally, the study advocated equitable treatment of FTNTT faculty in salaries and benefits. We went beyond this baseline by focusing on peer involvement in defining these features of faculty employment. Negotiations between managers and professionals determine the terms and conditions of professional work, so peers must be involved in employment, evaluation, and salary decisions.

Some two- and four-year institutions include contract provisions that the national study identifies as good employment practices. Yet, except for salary and benefits provisions, these clauses

appear in a minority of the contracts. Even fewer contracts call for professional involvement in key decisions. The exceptions provide for probationary periods and staged careers for FTNTT faculty or contain favorable language about defined dates and processes for appointment, renewal, and/or termination. Some contracts contain exemplary language regarding the processes of and criteria for regular evaluation and the involvement of faculty members in this work. Most contracts have more equitable salary and benefits provisions for FTNTT faculty than found in non-unionized settings. Local bargaining units should draw on the work of successful union colleagues to leverage improved conditions of work for faculty members in this growing category of contingent academic employment.

NOTES

¹ Finkelstein et al., 1998; Schuster and Finkelstein, 2006.

² Rhoades, 1998, 131.

³ Baldwin and Chronister, 2001. Christine Maitland served on the national advisory committee on research design for this study.

⁴ Ibid., 169.

⁵ Ibid., 50.

⁶ Ibid., 51.

⁷ Ibid., 118.

⁸ Ibid., 119.

⁹ Ibid., 52.

¹⁰ Ibid.

REFERENCES

- Baldwin, R.G., and J.L. Chronister. *Teaching Without Tenure: Policies and Practices for a New Era*. Baltimore, Md.: The Johns Hopkins University Press, 2001.
- Finkelstein, M.J., R.K. Seal, and J.H. Schuster. *The New Academic Generation: A Profession in Transformation*. Baltimore, Md.: The Johns Hopkins University Press, 1998.
- Rhoades, G. *Managed Professionals: Unionized Faculty and Restructuring Academic Labor*. Albany, N.Y.: State University of New York Press, 1998.
- Schuster, J.H., and M.J. Finkelstein. *The American Faculty: The Restructuring of Academic Work and Careers*. Baltimore, Md.: The Johns Hopkins University Press, 2006.