

RE(CON)FIGURING THE PROFESSIONAL WORKFORCE

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For more than a decade, administrators have been reconfiguring the professional workforce of American colleges and universities. The proportion of part-time faculty (PTFs) among "senior instructional faculty" has increased from 22 percent in 1970 to 34 percent in 1987.¹ Meanwhile, the proportion of faculty among professional personnel in colleges and universities has declined from 64 percent in 1977 to 55 percent in 1989.² The predominance of full-time, tenure-track faculty members in the academic workforce is in jeopardy.

Only instruction and research assistants—positions usually filled by graduate students—showed a greater percentage of part-time employees than the faculty category in fall 1992 (Table 1). Contingent workers replaced full-time employees in the other categories, too, but academic professionals and educational support personnel have been more commonly faced with attempts to contract out or privatize their positions.

DEFINITIONS

The term *contingent* best describes the categories of part-time, temporary, and nontenure-track faculty members who have little expectation of continued employment beyond a specified term. Their employment depends upon institutional and subject enrollments, the budget, and, too often, administrative whim, unless a collective bargaining agreement limits administrative flexibility.³ Other titles disguise the ephemeral nature of the employment relationship, though the literature distinguishes between their somewhat different roles:

- *Part-time* or *per course faculty* members have less than a full-time teaching load and are usually compensated at a flat, per-course rate, assuming that classroom teaching is their only academic responsibility.⁴ The pay scale is lower than the rate for full-time, tenure-track faculty, irrespective of experience and seniority. "Full-time/part-time faculty" teach a full-time load for part-time compensation, while "regular/part-time faculty" establish long-term employment relationships with an institution. Other part-time faculty may hold a full-time position elsewhere and may teach irregularly.
- *Temporary, visiting, or adjunct* faculty members—along with *instructors* and *lecturers*—

TABLE 1

FULL AND PART-TIME EMPLOYMENT IN HIGHER EDUCATION BY EMPLOYMENT CATEGORY, FALL, 1992			
Employee Type	Total	Percent Full-time	Percent Part-time
Faculty	905,691	59.9	40.1
Instruction or Research Assistants	202,406	0.0	100.0
Executive, Administrative, Managerial	139,069	95.8	4.2
Other Professionals	418,138	83.5	16.5
Technical and Paraprofessionals	182,875	77.8	22.2
Clerical and Secretarial	432,646	80.4	19.6
Skilled Crafts	63,997	95.3	4.8
Service and Maintenance	228,115	82.6	17.4
Total	2,572,937	68.6	35.7

SOURCE: NCES Fall Staff in Postsecondary Institutions, 1993.

are full-time, short-term appointees, retained for special purposes, with no expectation of continued employment. The typical appointment of a year or two gives temporary appointment faculty (TAF) members slightly more job stability than part-time faculty. These professionals may fill in for regular faculty members on sabbatical or other leave of absence or may fill a vacancy created by retirement until the position is permanently filled.⁵ Other temporary faculty members may handle increased demand in a discipline or may have special expertise.⁶ TAFs frequently teach more courses than tenured and tenure-track colleagues and may have departmental responsibilities, but they are

seldom expected to engage in research or professional development activities.

- *Nontenure track* faculty members (NTTs) are usually full-time appointees who teach, conduct research, and perform all the functions of tenured faculty members. Nearly 80 percent of American colleges and universities employed NTTs in fall 1992. NTTs made up approximately 20 percent (110,227) of all full-time faculty. Nearly 14 percent of all NTTs taught at tenure-granting institutions; the largest number of full-time NTTs worked in research universities.⁷

NTTs may be appointed annually on term contracts, or have employment security similar to academic tenure. But they typically have “rolling” contracts—up for renewal far enough in advance of contract expiration to assure no break in service and reasonable notice of retention or layoff. The longer terms of NTT contracts presumably give them closer connections to their institutions. But lacking regular faculty status or a reasonable expectation of tenure, NTTs are still contingent workers with weak employment security. Their presence helps to maintain administrative “flexibility.”

The continued employment of some NTTs depends on their ability to pay their own salaries, benefits, and research expenses through grants or other forms of external support. Some clinical faculty members are NTTs whose employment relationship runs from per course to temporary full-time to tenure track. But, again, they most likely are hired to provide clinical oversight for a specified time—few are expected to conduct research.

USING TEMPORARY APPOINTMENT FACULTY: ADMINISTRATIVE CONTROL AND PROFESSIONAL CONSTRAINT

The current administrative push to reconfigure faculty career paths makes likely further growth in the numbers of PTFs, NTTs, and TAFs. Scholars have therefore begun to study the demography, working conditions, and outlook of this previously ignored contingent workforce. Unions—only 9 percent of institutions surveyed in 1987-88 had part-time faculty bargaining units⁸—have been studying the organization and protection of these workers.⁹ Both scholars and unions have identified several key issues, including the socialization

of PTFs, TAFs, and NTTs into the profession and into union membership, and the contractual limits on administrative discretion to change the workforce composition and to specify their employment and working conditions.

This chapter examines how the use of part-time or nontenure-track faculty may affect the job security of full-time faculty members, the extent of administrative discretion to reshape the faculty profile, and the professional rights of part-time faculty. Within the NEA's Higher Education Contract Analysis System (HECAS), 183 faculty contracts contain provisions relevant to part-time and temporary-appointment faculty.¹⁰ Salary clauses discuss their pay scales; retrenchment clauses address their reassignment, order of layoff, and recall; conditions of employment articles speak to their course assignments and workloads; professional rights and perquisites clauses may address part-time faculty's claims to leaves and benefits, and special provisions may detail their appropriate use and their proportion in the teaching force.

Overall, the news is not good. Most contracts permit managers to increase the proportion of contingent faculty; few contracts establish or protect their professional rights.

ADMINISTRATIVE STRATEGIES

The increased use of contingent faculty threatens the job security of tenured and tenure-track colleagues. Administrators, notes a recent study, increasingly use strategic planning, program restructuring, and part-time academic labor to retrench full-time colleagues:

In the 1970s, none of the financial exigency cases reported by the AAUP involved the use of part-time labor. In the 1980s, six of the seventeen financial exigency cases involved explicit discussion of substitution of part-time for full-time faculty labor.¹¹

At Alaska Pacific University, for example, full-time faculty members from the Humanities and Social Sciences departments taught service courses that fulfilled the university's general education requirements. The APU administration replaced these expensive departments with a Liberal Studies depart-

ment, staffed largely by part-time faculty.¹² The president of St. Bonaventure University in New York cited "financial exigency" to "encourage" 11 faculty resignations and retirements, seven conversions to part-time status, and three transfers to administration.¹³

A 1991 case suggests the importance of formal protection. In *Vandever v. Junior College District of Metropolitan Kansas City, Missouri*, a jury awarded \$267,000 to a faculty member who was "furloughed" from her position in 1979. The institution's layoff policy gave faculty members recall rights to teaching positions for which they were qualified. However, the administration appointed several new part-time instructors to open positions without offering the plaintiff the opportunity to return to full-time service. Such "replacement," the court determined, was a "breach of contract."¹⁴

INDIVIDUAL WORKFORCE PROVISIONS

To what extent do union contracts prevent managers from pursuing these strategies? About 48 percent of the 183 HECAS contracts mentioning part-time faculty discuss the job rights of full- and part-time faculty during retrenchment. Among these 87 contracts, 59 call for the layoff of part-time faculty before full-time faculty within the layoff unit. But managers, most contracts add, may lay off full-time faculty and retain part-time faculty *without faculty consent or consultation* if they decide that the full-time faculty could not fulfill the program's academic needs.¹⁵

About 12 percent of the contracts mentioning part-time faculty (22 contracts) accord laid-off faculty the right to claim new jobs for which they are qualified in the layoff unit within a certain time period. Laid-off full-time employees have the right to new part-time positions in the layoff unit, and the right to turn them down, usually without sacrificing their recall claims to a new full-time position. But few contracts contain this provision; most laid-off full-time faculty members lack protection against replacement by part-time faculty.

Two other provisions accord the job security claims of full-time faculty members priority over part-time faculty during retrenchment. Reassignment provisions in 14 contracts enable full-time faculty who face layoff to fill out or construct a full-time load out of current

part-time duties. This clause provides some job protection, but the reassignment provisions in five of these contracts allow administrators to convert full- to part-time positions and to reassign full-time faculty to these jobs. Displacement provisions (19 contracts) allow full-time faculty the right to displace current part-time faculty rather than face layoff. Administrators may determine whether the full-time faculty member is qualified to teach classes taught by current part-time faculty.

Are contracts covering units whose membership includes only full-time faculty more likely to guarantee the job security and claims of these faculty? Not always. About 60 percent of the reassignment clauses are in full-time only contracts, while full-time contracts account for only 36 percent of the sample. But the incidence of individual workforce provisions by unit membership mirrors the distribution of sample contracts, and 21 of the 22 recall provisions are in contracts that cover both full- and at least some part-time faculty.

The contracts that cover at least some part-time faculty, in addition to their full-time colleagues, fail to protect their job security, since priority goes to saving full-time positions. Only four of 56 contracts with individual workforce provisions that cover at least some part-time faculty define any rights for that group of employees. Those four contracts provide recall rights of part-time faculty to their positions:

Part-time faculty members shall have recall rights only with respect to part-time positions but shall be considered for full-time positions in accordance with Article XI, Appointment of Faculty (Article XXIX.J., Pennsylvania State System of Higher Education).

For a period of two years a laid off unlimited part-time faculty member may claim any part-time assignment at the college from which she/he is laid off and for which she/he meets the minimum qualifications for the assigned field of vacancy (Article 19, Section 2, Subdivision 7, Minnesota Community Colleges).

Absent such contractual constraints, managers have extensive discretion to deal with part-time faculty in individual workforce actions.

Most contracts fail to limit the number of

TAFs hired, but some contracts address the purposes for which TAFs are hired and the limits on the duration of a TAF contract. Some clauses protect management from claims of presumptive tenure by cautioning faculty members not to expect continued appointment beyond the contract limit.¹⁶ Other clauses protect temporary faculty members, once employed for several years, by guaranteeing extended term contracts, providing for more timely notice of reappointment, offering due process in nonreappointment, or offering credit toward promotion or tenure:

In the event a faculty member with a nontenure track appointment is appointed for a third (3) consecutive semester such appointment shall be deemed a tenure-track appointment. However, if the faculty member is given a nontenure track appointment in order to replace a specific faculty member on an authorized leave of absence, the nontenure track appointment may be for the period the specified faculty member is on leave of absence" (Union County College, New York).

Where the pattern in previous academic years indicates that a course be regularly offered in successive terms as the normal routine of the department, where funds are available within departmental budgets, and where those courses are taught by bargaining unit members, multiple term contracts will be normally offered (Portland State University, Oregon).

Institutions treat TAFs inconsistently. Some contracts call for service as a TAF to be credited towards completing the probationary period when a position is converted to tenure track:

For term appointments covered in this agreement the faculty member hired to a position of Lecturer or Associate may receive up to six (6) one year appointments. Appointments after 6 years of service will provide for one full year's notice of nonrenewal. (V) If a term contract appointment becomes a probationary appointment up to three years of service with a term appointment may be counted toward the total probationary appointment (Eastern Washington University).

Individuals serving full-time temporary appointments who are appointed to a full-time tenure track position shall receive credit for the time served as a full-time temporary toward tenure on a 1:1 basis (Orange County Community College, New York).

Other contracts deny credit for service as a temporary faculty member:

...[N]o faculty member serving pursuant to the terms of a temporary appointment made in accordance with the provisions of Article XX of this Agreement shall be considered nor gain tenure, nor shall service pursuant to the terms of any such Temporary Appointment be included in any calculation of the number of years of consecutive service rendered by any faculty member prior to such faculty member's being considered for tenure (Massachusetts State College System).

It is often difficult to determine which clauses represent the employee and which the management position in a collective bargaining contract, since the final document results from negotiations, trade-offs, and compromises. But managers appear as interested in limiting the duration of a TAF contract as unions are in limiting the numbers of TAFs and protecting tenure lines.

COLLECTIVE WORKFORCE PROVISIONS

Individual workforce provisions can protect current full-time faculty *members*, but they do not protect current or future full-time faculty *lines*. Managers may convert full-time lines, vacated by attrition or retrenchment, to part-time lines by hiring several part-time faculty, unless constrained by a contract. "Collective workforce provisions" limit the total or proportional numbers of part-time faculty or impose contingencies on their hiring. The following clause discusses the maximum proportion of the college's instructional load that may be allocated to part-time faculty:

The total number of contact hours generated by part-time faculty members during the Fall and Winter semesters shall not exceed 37 percent of the total number of credit hours generated within the college during the Fall, Winter, and Spring/

Summer semesters. Noncredit contact hours shall not be subject to this provision.

The College shall have the unrestricted right to use part-time and/or full-time adjunct faculty notwithstanding the provisions of 0107.5 of the Agreement (Washtenaw Community College, Michigan).

The competing positions of union and management are clear. The Association delimits the use of part-time faculty by capping the ratio of total credit hours that they generate. The administration desires unrestricted rights to use these faculty.

The exception for noncredit contact hours to the part-timer cap assumes significance as noncredit curricula are expanded. Essex Community College, Maryland, in a recent case, discontinued some for-credit occupational programs. Its continuing education division then offered similar noncredit courses. This division, where all faculty members were part-time and/or nontenured, offered renewable, one-year contracts without tenure to terminated faculty members from the discontinued for-credit programs.

A clause in the contract of Columbia Basin College, Washington, limits the load of part-time faculty as a group in a layoff unit:

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 of a full-time load.

The Association negotiated to prevent the conversion of full- to part-time lines in retrenchment. The administration, desiring a free hand, resisted a requirement to save full-

time lines by consolidating part-time jobs.

Only 29 percent of the HECAS contracts that mention part-time faculty have collective workforce provisions, and about one-fifth of these contracts accord managers sole determination of the total numbers and proportions of full- and part-time faculty:

Full-time faculty members shall be given employment preference over part-time faculty members; however, the College reserves the right to determine the number of full- and part-time faculty (Baker College, Michigan).

The district reserves the right to establish the number of full-time and part-time faculty to be employed (Skagit Valley College, Washington).

The Baker College contract defines the responsibility for configuring the faculty workforce as a management right. Ten other contracts grant managers the right to convert full- to part-time positions.

The 42 contracts that limit managerial discretion may address order of layoff in collective terms, define ratios of part- to full-time faculty, or prohibit the replacement of full-time faculty with part-time. Only 10 percent of the contracts that mention part-time faculty have collective order provisions. A clause in the McHenry Community College, Illinois, contract makes the general rule explicit:

The order of layoff set forth in paragraphs 3-5 above shall not require the Board to dismiss all part-time, probationary, or less senior faculty members prior to any layoff of a full-time tenured faculty member.

Layoff order is generally within the layoff unit, but there are often exceptions to the order of layoff.

Provisions in 12 contracts restrict managerial ability to convert full- to part-time lines. Some contracts flatly prohibit the replacement of full-time with part-time faculty:

The Board shall not use part-time employees to replace full-time members presently employed (Washtenaw Community College, Michigan).

Adjunct faculty will not be used in combination with one or more part-time employees as a replacement for a full-

time faculty member who vacates a bargaining unit position (Lakeland Community College, Illinois).

By contrast, some contracts invoke intention, thereby affording managers abundant discretion:

The Board shall not seek the employment of part-time teachers for the purpose of reducing the number of professorial staff, replacing full-time teachers (Macomb Community College, Michigan).

The College will attempt to employ qualified full-time faculty for full-time positions in preference to part-time personnel, where qualified, provided, however, that full-time faculty are reasonably available and interested in such employment (Clinton Community College, New York).

The Macomb Community College contract prohibits the board from employing part-time faculty "for the purpose of" replacing full-time positions, and the restriction is not confined to periods of retrenchment. But the board could employ part-time and reduce the number of full-time faculty for any other purpose.

Clinton Community College "will attempt" to employ qualified full-time faculty for full-time lines in preference to part-time, but the attempt may not succeed, since the college may determine that full-time faculty are not "reasonably available" or "qualified."

The 15 contract clauses that limit the ratio or number of part-time faculty (8 percent of contracts that mention part-time faculty) provide the strongest professional constraint on managerial discretion. These provisions define overall numbers or workload—credit hours, for example—ratios within particular departments, and even procedures for exceeding the prescribed ratio:

The University, in consultation with the Association, shall develop a plan to reduce dependence on part-time faculty (Shawnee State University, Ohio).

[T]he current practice generally shall prevail with full-time instructors assigned to teach approximately two-thirds of all on-campus classes. Exclusions to the ratio shall continue for community education classes, EMD classes, apprenticeship

classes, sabbatical replacement classes, and fee generated classes.... [T]he College President and the Association President will meet at least once annually to compare base salary budgets of full-time to part-time faculty (excluding fringes and fees) to make certain the current 4.4 to 1 ratio has not changed significantly. If the budgeted dollar ratio moves to a position of 4.1 to 1 or under, the College agrees to correct the ratio to not less than 4.4 to 1 for the following budget year (Clackamas Community College, Oregon).

The College will maintain 162 full-time district funded faculty positions on an institutional basis as long as the annual student full-time equivalency remains between 5,000 and 7,000. If the student full-time equivalency drops below 5,000 or rises above 7,000 the college will maintain a fiscal year instruction ratio of sixty percent full-time to forty percent part-time (Mt. Hood Community College, Oregon).

The part-time faculty to full-time faculty ratio based on credit hours taught will not exceed a 1:4 ratio on an annual basis.... Whenever the part-time to full-time ratio in a department exceeds 1:3, the department, the dean, and the Vice President for Academic Affairs will meet to address the excessive reliance upon part-time faculty and to design a plan to rectify this excessive reliance (Saginaw Valley State University, Michigan).

Except at the Massachusetts College of Art, not more than fifteen percent of an academic department's total number of three credit courses and sections shall be taught by part-time employees during an academic year (Massachusetts State College System).

There may be no more than 1 nine hour part-time assignment in any department. In the case of new programs, there may be 2 nine credit hour part-time assignments. This could not continue beyond the fourth semester of the program's operation (Joliet Junior College, Illinois).

These provisions often exempt broad curricular areas, such as off-campus programs or

noncredit continuing education programs (Saginaw Valley State). Ratio limits in the Roger Williams University, Rhode Island, and the Shasta-Tehama-Trinity College, California, contracts apply only to day courses. The ratio limit in the Lincoln University, Pennsylvania, contract does not apply to graduate programs or to summer sessions.

The incidence of collective workforce provisions does not depend on unit membership; the 65 contracts covering only full-time faculty were no more likely than the 118 contracts covering at least some part-time faculty to limit the numbers and proportions of part-time faculty or to contain other collective workforce provisions—ratio, order, and replacement. About 40 percent of the full-time only contracts and 36 percent of the entire sample contained collective workforce provisions that limited managerial discretion. These provisions gave priority and protection to the professional position of full-time faculty; only one contract noted the rights of part-time faculty. The contract at the University of Massachusetts provided for the increased job security of various grades of part-time faculty, ensuring longer contracts for larger numbers of part-time faculty.

A minimum of 40 percent of bargaining unit faculty shall be offered one-year contracts (current—35 percent) and 15 percent shall be offered two-year contracts

With few exceptions, managerial discretion vis-à-vis any group of part-time faculty members is unconstrained contractually.

PROTECTING THE NONTENURED

Faculty unions seek to control the numbers and use of part-time faculty and to give job security priority to full-time employees. Other contract clauses protect TAFs from arbitrary nonrenewal by providing for evaluation. Evaluations give performance guidance, in the process enhancing the professional lives of TAFs, while providing quality control.

The Ferris State University, Michigan, contract provides for such quality control prior to hiring:

Commencing winter quarter 1988, no course shall be taught by a nonbargaining unit member for more than one quarter unless the credentials of the nonbar-

gaining unit member have been made available for review to the bargaining unit members in the seniority unit in which the class is offered. Unless two-thirds of the bargaining unit members reviewing the aforementioned credentials recommend against hiring the non-bargaining unit member for the specified class(es), the nonbargaining unit member may be hired for that class(es). The recommendation, however, must come from more than one reviewing bargaining unit member.

Another contract provides for renewal based on the active evaluation of TAFs:

Each time a contract comes up for renewal the Administration is charged with the responsibility of judging all the qualifications of the faculty member. This should be a positive and not a passive judgment (Rhode Island College).

The Orange County Community College, New York, contract offers an incentive to TAFs with positive evaluations:

Consistent with applicable law and federal, state, county and/or college affirmative action requirements, any faculty member appointed on a temporary basis, for more than a total of six (6) semesters, who is affirmatively evaluated, shall be entitled to priority consideration for employment in the tenure area of the next semester, and each consecutive semester thereafter in which an opening exists, subject to continuing good evaluations.¹⁷

“Faculty on probation will be evaluated every year of the probationary period,” provides the Dowling College, New York, contract, “Faculty on temporary appointment will be evaluated every year on the same basis as faculty on probation.”

Unions provide the most extensive protection from arbitrary administrative action to TAFs in traditional due process areas. Several contracts, for example, require notice of renewal or nonrenewal. One contract stipulates a penalty for a late notice:

Notices of nonrenewal shall be personally served or sent by certified mail on or prior to the date of notice requirement

stated below. If such notice is received more than ten days late, the bargaining unit member shall be reimbursed at the rate of one day’s pay for each day the notice is late not to exceed a total of thirty days. When a notice is late thirty-one days or more, the bargaining unit member shall receive sixty days’ pay. Failure to provide notice, however, shall not constitute a basis of claim for tenure or employment security status (Wayne State University, Michigan).

More typically, notice is simply required by a specific date.¹⁸ Another contract provides for a survey of the appointees:

Prior to the end of each academic year, those persons who were members during the academic year and whom the University is willing to consider for re-employment the following academic year will be surveyed by departments to determine if they wish to teach in the new academic year and, if so, which and how many courses they can teach and at what times they will be able to teach. Departments shall give full consideration to the results of the survey (Portland State University, Oregon).

Most contracts include due process protection against arbitrary removal during the term of appointment.¹⁹

Term Appointments. A term appointment may be terminated during a given year only for just cause and only in accordance with any applicable section of the master agreement (University of Northern Iowa).

It is agreed by the parties that the hearing for a faculty member on a term appointment is available only when the termination of the faculty member is to occur before the end of the term of the appointment (University of Northern Iowa).

Termination for cause of a continuous appointment or the dismissal for cause of a teacher previous to the expiration of a term appointment, should, if possible, be considered by both a faculty committee and the governing board of the institution. In all cases where the facts are in dispute, the accused teacher should be

informed before the hearing in writing of the charges against him/her and should have the opportunity to be heard in his/her own defense by all bodies that pass judgment on the case (Eastern Washington University).

If an existing nontenure track faculty member is terminated based on a performance evaluation, notification must be given in accordance with the provisions of Article 24, Section C. (Minnesota State University)

The Peninsula Community College, Washington, contract defines a "temporary" appointment and specifies due process conditions:

Temporary. An appointment for a designated period of time which may be terminated without cause upon expiration of the term of the appointment but which may not be terminated without sufficient cause and due process prior to the expiration of their term of appointment...

Temporary appointment does not constitute probationary appointment and temporary appointment does not lead to eligibility for tenure consideration.

CONCLUSION

Lower salary scales, and managerial desire for "flexible" dealings with personnel, explain the extensive use of part-time and temporary faculty. Only 23 percent of the HECAS contracts that mentioned part-time faculty specified conditions of appointment and of release at the termination of a contract. Among this small proportion, all but three simply refer to job listings and to the logistics of the appointment process. Only nine contracts provide a role for full-time faculty members in hiring part-time, and even those contracts assure managerial discretion. The contract for Western Michigan University, for example, gives full-time faculty "the right to make timely recommendations to the appropriate administrator," but then vitiates that right:

Nothing in this article, however, shall prevent Western from hiring part-time instructors at its sole discretion when the need to hire a part-time faculty member is unexpected and there is

insufficient time to consult with departmental faculty.

Save for the 21 contracts that mandate the evaluation of part-time faculty, and for some due process constraints on release during the contract term, the HECAS contracts do not subject the right of managers to appoint, reappoint, or release part-time faculty to professional constraint.

Negotiators for faculty should bargain for increased procedural rights surrounding the use of part-time faculty. Involving full-time faculty in appointments, reappointments, and releases helps to assure program quality and the incorporation of part-time faculty members into academic life. Fair, careful evaluations protect the jobs of the TAFs and the quality of the academic program, if they are related to reappointment and salary decisions. The public's desire for instructional quality and accountability provides strong ammunition for demanding these clauses.

NOTES

¹ This category omits graduate teaching assistants. See National Center for Education Statistics, 1994

² Montgomery and Lewis, 1995.

³ "Such notification of appointment shall be subject to sufficiency of registration and changes in curriculum which shall be communicated to the employee as soon as they are known to the appropriate college authorities. If, in the judgment of the college, there is a reasonable expectation that there will be sufficient adjunct employment during the Fall and Spring semesters of the following academic year, the college may issue notification..." (City University of New York).

⁴ "Departments and other administrative units may permit the voluntary participation of bargaining unit members in Departmental activities.... 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" (Portland State University, Oregon).

⁵ "Substitutes are temporary employees appointed to fill vacancies caused by leaves and/or emergencies; such persons shall have no presumption of retention" (City University of New York).

"When appointments are made to fill temporary absences of faculty members who are on sabbatical leave, leaves of absence, sick leave, parental leave, or have been assigned off-campus duties or during

the time that a search to fill the position is being conducted, the appointment shall be for no longer than one academic year... Term appointees have all the duties and obligations of full-time faculty members..." (Rhode Island School of Design).

⁶ "Adjunct Appointments ... to teach courses requiring special expertise and/or to meet special programmatic needs of departments where such expertise and needs cannot otherwise be provided for within the resources of the department."

"Limitation ... an adjunct faculty member shall not teach more than fourteen (14) credits in any one (1) academic year" (Minnesota State University).

⁷ Baldwin and Chronister, (September 1996).

⁸ National Center for Education Statistics, NSOPF-88.

⁹ Public sector labor laws vary regarding eligibility of temporary faculty to vote and be represented by unions. Some set no restrictions, some have load limits or length of time in a teaching position, others exclude temporary faculty from the process. Labor boards have also been inconsistent in determining the placement of temporary faculty in bargaining units. Full-time temporary faculty are usually included with the tenure-track faculty. Part-time faculty are most often placed in units with full-time faculty, but there are units of part-time faculty in several states.

¹⁰ HECAS is a data base of 422 higher education contracts on a CD-ROM with full-text retrieval software. The contracts cover faculty, academic professionals, and educational support personnel in two-year and four-year higher education institutions. The edition used for this chapter is Version 3.1, 1996.

¹¹ Slaughter, 1993, 266. This article examines academic freedom and tenure cases reported to the American Association of University Professors.

¹² American Association of University Professors, May/June 1995.

¹³ American Association of University Professors, July/August 1995.

¹⁴ American Association of University Professors, March/April 1991.

¹⁵ Rhoades, 1993.

¹⁶ "A temporary appointment runs for a precisely stipulated short term, usually one year or less. It terminates automatically at the expiration of the stipulated term. It carries no implication of renewal or continuation beyond the stipulated term" (University of Northern Iowa); "The provisions of this Article shall not be deemed to create any manner of legal right, interest, or expectancy in any appointment to continuing appointment or permanent appointment. Pursuant to the Policies of the Board of Trustees, a term appointment shall automatically

expire at the end of its specified period" (State University of New York). "All appointments of members are on a fixed-term basis and are not tenure-related. No appointment shall create any right, interest, or expectancy in any further appointment beyond its specific term except as expressly provided in this Article" (Portland State University, Oregon); "Where an appointment is made to fill a position temporarily vacated by a faculty member on leave, the appointment shall be a temporary non-tenure track appointment and shall so state. Such appointments may not be continued for more than four years" (Dowling College, New York).

¹⁷ The University of Northern Iowa contract contains a similar provision: "Evaluation of Probationary and Term Faculty. Each academic department head shall annually evaluate the teaching, research, and professional service of all faculty members on probationary status prior to making recommendations to continue probation, to grant tenure, or to terminate, and all faculty on term appointment."

¹⁸ "If, in the judgment of the college, there is a reasonable expectation that there will be sufficient adjunct employment during the Fall and Spring semesters of the following academic year, the college may issue notification of appointment on or about May 15 for the following Fall and Spring semesters to an employee who has served as an adjunct in the same department of the college for not fewer than six (6) consecutive semesters (exclusive of summer session) during the three (3) year period immediately preceding the appointment" (City University of New York). "[S]hould a term appointee be considered for a second or any subsequent term appointment, then his or her consideration for this second or any subsequent term appointment is to be reviewed by the CFA. Notification to a faculty member of a subsequent term appointment immediately following a term appointment will be made by May 15 during the year of the term appointment" (Rhode Island School of Design).

¹⁹ "Since the nonrenewal of an appointment of a member is an act taken without prejudice, the decision not to renew an appointment is not grievable except as an alleged violation of a provision of this Agreement" (Portland State University, Oregon).

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