

## ADJUNCT AND PART TIME FACULTY ISSUES

**Nicholas DiGiovanni, Jr., Esq.**

### **I. Introduction -- The Nature of Part Time Faculty Employment**

In many settings in life, dominance in numbers correlates to dominance in power. Not so with part time faculty in higher education. Despite a stunning growth in numbers over recent years,<sup>1</sup> part time faculty and adjunct faculty<sup>2</sup> remain to a large degree the poor stepchildren of the academic community. Compared to the elite tenured faculty who still stand on the pedestal of college and university instruction, part time faculty members are sometimes seen as the barely invited guests at the ball. In a world dominated by degrees and credentials, many do not hold the coveted terminal degrees in their field. Many would not even meet the minimum requirements for a tenure track position. Some enjoy teaching only as a sideline to other enterprises. And many teach overloaded sections of courses that hardly stir the imagination. To some degree in the large universities their status may even fall below that of teaching assistants, who, while still pursuing their Ph.Ds, are nevertheless the knights in waiting in the arena of higher education. From their perspective, many part timers considers themselves the largely invisible and solitary teachers to vast numbers of college students.

This status issue – this matter of respect – is a vital aspect of the world of part time faculty and labor relations. Part-time faculty, at least in their unionized garb, often come to the bargaining table with an experienced sense of rejection by administrators and their tenured brethren, and a determination to finally make the administration see not only their indispensability, but their inherent value as educators.<sup>3</sup> As we will note, while the issues that come up at part-time faculty bargaining tables are often traditional issues of compensation, grievance rights and workload matters, many others are tinged with the continual question of how much is the group valued. If there is a single goal of part time faculty everywhere, it is to stand in exactly the same shoes as their full time counterparts in all aspects of college and university work life, save the amount of time they work.

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<sup>1</sup> Part time positions now make up 48% of all faculty jobs, compared to 36% in 1989. See *Inside Higher Education*, December 31, 2007 report. [www.insidehighered.com](http://www.insidehighered.com)

<sup>2</sup> Depending on the institution, the nomenclature for this group may be adjuncts, part time faculty, part time lecturers, or instructors. For purposes of this paper, we will use the term “part time faculty” and refer predominantly to those part timers who primarily teach in the classroom. The AAUP and other labor organizations refer to “contingent faculty,” although this term usually embraces *both* part time and full time non-tenure track faculty.

<sup>3</sup> Indeed, many such groups have shed the traditional title of “adjunct,” on the theory that they are far from ancillary members of the academic community but are instead essential to it. The preferred title of “part time” is acceptable because it is a title based solely on time commitments, not on a lesser value.

As unionization increases<sup>4</sup> among part time faculty, institutions will have to be mindful of the employment issues surrounding their part timers, either voluntarily, or because they will be forced to face them at the bargaining table, or else because internal pressures on campus will move administrations to focus more attention on this vital employment group.

## **II. Work Assignments Under Union Contracts**

### **A. Introduction**

The amount of time a part time faculty member works is probably the central issue at most bargaining tables. Workload assignment issues for part time faculty are not just matters of fairness and clarity. They are matters of employment life and death. Unlike their full time counterparts, part time faculty members are not assured of a full time paycheck and full time work. In most cases, their job security extends only for the 15 precious weeks of instruction that constitute one semester of teaching. Commitments beyond that are rare for the part-timer. Not surprisingly, such a faculty member is looking for the opportunity to maximize his or her work. The more courses that he or she can teach, the more money can be made and the more job security there will be.

It is fair to say that the part time faculty union member who appears at bargaining tables is usually not the specialist who has a full time job elsewhere. The lawyer who teaches a constitutional law course on the side, the MBA who delights in a course dealing with corporate ethics, the former governor who teaches modern American political campaigns are not the part timers who are front and center in a union movement. Instead, the part time faculty union leadership tends to be housed among those faculty members who anxiously await each semester whether or not they will be assigned any work. They are the faculty whose work lives may involve a stringing together of course assignments at two or three institutions, whose daily schedule may include a 9:30 am class followed by a 7:00 pm class at another institution. For such faculty, their ultimate goal is to be able to teach as much as they want at their home institution. I say “as much as they want” because most part timers do not want to work full time. With some exceptions, most part timers chose this work life style because it suits their other personal needs, or perhaps it is a transitional period until they can land full time employment elsewhere or complete their terminal degree requirements.

If this desire for maximum work opportunities is now translated into the traditional field of labor relations, the perfect paradigm for unionized part timers would

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<sup>4</sup> As of January 2006, there were some 65 four year institutions with unionized part time faculty, about half of them in separate bargaining units, and the other half combined in units with full time faculty. Counting community colleges, there are over 200 institutions with unionized part time faculty. Source: *Directory of Faculty Contracts and Bargaining Agents*, January 2006, National Center for the Study of Collective Bargaining in Higher Education and the Professions.

be a contract under which a senior part time faculty member would have first choice every semester of all available courses that he or she would like to teach. While most part time faculty unions will not seek to trump the traditional rights of full time faculty to a full load – often because they are members of the same union – part time faculty would certainly want to lay claim to all of the remaining courses, and would want those assignments distributed on a strict seniority basis. They would not want someone new from outside the university to be given a course that they can handle. A senior part time faculty member would not want “favorites” of the administration with less seniority to be assigned a course that he or she is qualified to teach. In pursuing this goal, unionized part timers will often object to anyone other than full time faculty teaching courses before them. Thus, the part timer will object to the full time non-faculty professional on campus who may teach a course in his or her specialty having any priority over them.

In contrast to the union’s position, the position of most administrations will stand in sharp relief. For reason of economics and vitality, most administrations will want maximum flexibility in these part time faculty assignments. They usually desire a scenario under which the institution can assign all work to its full time faculty first, assign the specialized expert part timer to particular courses and maintain the flexibility to put its best part timers into the remaining sections of overloaded courses. This latter interest will also include the option of “trying out” new part time faculty that may be available in the community without being restricted to only using its current pool of part timers. Administrations may want their non-faculty professionals to have first preference in being able to teach a course in their specialty, such as the chief financial officer teaching an accounting course, or General Counsel teaching a course in basic constitutional law. Administrations will not want their hands tied too much in terms of notice of appointments or assignments. They will want to be able to cancel preliminary course assignments at will and without penalty. They will not want to follow seniority in any rigid sense. They will not want to guarantee assignments if they can avoid it.

## **B. Overall considerations**

At the bargaining table, then, the stage is set for a clash between an administration that wishes to maintain maximum flexibility to place part time faculty and other professionals into the classroom and the union that seeks to structure those assignments into a strict seniority setting with proper notice of assignments. How have administrations and part time faculty unions ended up on this issue?

In scanning a number of part time faculty contracts, one can see common themes but also sharp differences. Some contracts leave considerable discretion in the hands of the administration. At the other end of the spectrum, some part time faculty unions have succeeded in using seniority as the ultimate determinant for assignments. In other cases, indeed most cases, there is a decided mix of approaches.

Among the questions an administration will have to face when approaching the question of assignments and appointments are the following:

1. How is part time faculty availability determined? Since this will vary from semester to semester, many contracts place the obligation on the part time faculty members to notify the administration each semester or each year as to when they can teach, what days of the week and hours of the day they can teach, and what their course preferences may be. This information is utilized by a department chair or other administrator is sorting out the schedule.
2. When do the particulars of an assignment article kick in? For example, are part timers on even keel with tenured/ tenure-track faculty at the outset of a semester in terms of availability and rights to classroom assignments? Or do their rights begin *only after* all full time assignments have been made? Do they stand on an equal footing with non-tenure track, but full time lecturers? Can an administration first assign courses to non-faculty professionals with particular expertise in subject areas? Whatever the ultimate provisions for assignment of part-time faculty, your collective bargaining agreement should be clear about when its provisions take effect.
3. Since virtually all collective bargaining agreements deal with seniority rights in one way or another, how do you define seniority? It may be that seniority is thought of simplistically as the answer to the question of how long the person has been employed, but with part time faculty it is far more complicated. The sporadic and part time nature of assignments to such faculty opens up a variety of options for defining seniority. Seniority can be measured by the number of semesters taught; by the historical number of credits taught or by the number of courses taught. Then, within each of these options, further breakdowns are needed as to *where* within the institution this seniority is accrued. Among the many ways to do this are the following:
  - a. Seniority based on the number of semesters, credits or courses taught at the *department* level. This creates the following up issue of whether one can accrue seniority in different departments for assignment purposes.
  - b. The number of semesters, credits or courses at the *institutional* level
  - c. In multi-campus settings, looking at overall *system* service
  - d. Accrual of seniority in teaching a *particular course*
  - e. Accrual of seniority in teaching in a *particular discipline*

Once seniority is defined, the corollary question is how do you handle breaks in service? This is an especially unique concept for part-time faculty. Since such individuals may or may not get an assignment in a given semester, will that person lose all of his or her seniority if he or she does not teach for one, two or more semesters? Does it matter whether or not they didn't teach because of the administration's decision or their own personal preferences? If seniority is retained, for how long will the individual keep his or her seniority? Will there ultimately be a point in which they lose their bargaining unit status?<sup>5</sup> If they do, how can they regain it?

4. In dealing with the actual mechanics of which part-timers are assigned courses and how they are assigned such courses, parties can play with various options. These include:
  - a. Retaining complete discretion by the administration in assigning faculty.
  - b. Retaining the right of the administration to make assignments with seniority as a factor to be considered, such as "due regard" to seniority, but not as a determinative factor.
  - c. Retaining the right to make assignments with seniority controlling *only if* a variety of factors are equal, such as particular qualifications and credentials, evaluations, fiscal considerations and curriculum needs.<sup>6</sup>
  - d. Agreeing that there is a right for a senior part-timer to be assigned available courses or a certain number of credits provided he or she is minimally qualified
  - e. Establishing some right of only certain part-timers to available courses, such as those who have been with the institution for a number of years or who have reached a certain number of credits taught. Some of these variations will classify part-timers into

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<sup>5</sup> While entrance into the bargaining unit is usually set by the labor board, or agreement of the parties prior to an election, the question of when someone *leaves* the unit is often left to the bargaining table. This is one of the basic differences between part time faculty units and full time units. For the most part, when a full timer leaves the employment of the institution, he or she is gone from the bargaining unit. Period. Not so with a part timer. They may be gone for a semester or two (either through their choice or that of the administration) but they are likely to return in some subsequent semester.

Some contracts address this issue head on. One example is seen in the collective bargaining agreement between the AFT and the University of Maine which provides that "unit members who do not teach for a campus for six consecutive fall and spring semesters due to unavailability or lack of assignment shall be terminated at that campus and shall no longer be considered unit members." The University of Vermont contract with the AAUP-AFT provides that "lecturers leave the bargaining unit following any complete September to August period in which they have not taught at least three credits."

<sup>6</sup> Within this option, the parties may still debate whether the holder of a Ph.D is "automatically" deemed more qualified than someone with just a Masters.

groups based on how many semesters or credits they have taught, and then deal with the more senior pool first in terms of priority assignments.

- f. Establishing various rights of part-timers to assignments but only up to a certain course or credit cap, such as two courses, or six credits per semester. In many of these cases, the collective bargaining agreement may obligate an institution to provide the senior part timer with a certain amount of work, but the administration maintains complete discretion as to exactly which courses the part timer will teach, and when.
5. Depending on the language of the assignment article, an administration needs to be clear about the difference between not assigning course work to a part timer because of incompetence and performance issues versus situations where someone else is simply more qualified for a given course in a particular semester. The former situation is a serious job security issue; the latter is an assignment question that may not affect the long range prospect of the aggrieved part timer to teach at the institution in a subsequent semester. The part timer who did not get an assignment in one semester because someone else was deemed more qualified may be perfectly acceptable for an assignment the following semester.
  6. Finally, the parties need to be clear about what type of challenge rights a part timer may have if not assigned course work. Can the part timer take the grievance to arbitration? What is the standard of review?

### **C. Sample Contract language variations**

#### **1. Rutgers University**

The collective bargaining agreement between Rutgers University and its Part Time Lecturer Faculty Chapter (AAUP) has particularly strong management rights language when it comes to appointments. Like many such contracts, the parties first provide that part time lecturers must first indicate their availability for employment each semester and send such information to the department in which they hope to be employed. Rutgers reserves the right to decide whether any particular course will be staffed by a lecturer, and then, “where the appointment meets the academic and fiscal needs of the department, program or unit,” the University in making assignments will give “priority” to any lecturer who has been at Rutgers for at least 12 semesters over any other lecturer. The parties added:

Where fiscal constraints necessitate the appointment of a PTL (part time lecturer) with less than twelve (12) semesters of service as a PTL at Rutgers, rather than a PTL with at least twelve (12) semesters of such

service, that shall not occur unless there are also educational reasons to do so. (Article VI.A, 2007-2011 Agreement)

## **2. University of Maine**

The part time faculty at the University of Maine has long been represented by the American Federation of Teachers, Local 4593. Over the years, the parties have developed an assignment system that first splits the part timers into three pools or “lists.” List 1 includes all those with “fewer than 6 service units.” List 2 are those with 6 to 12 service units, and List 3 are all part timers with 13 or more service units. A faculty member earns a “service unit at a campus upon successful completion of bargaining unit employment in each fall or spring semester.” (Article 11,A of 2005-07 Agreement)

The parties then have provided the following:

Article 11.D.1 Available teaching assignments shall first be offered to unit members commencing with List 3, on the basis of qualifications, stated availability and preference. List 3 members so requesting shall be offered two (2) courses prior to proceeding to List 2, and then List 1. If third course opportunities are made available they will be offered in accordance with the procedures of this section.

The determination of qualifications “shall be an academic judgment of the University administrator.” But the parties do provide that if a unit member has taught a particular course at least once over the previous three semesters, then he or she will be deemed “qualified,” unless there is countervailing information in the personnel file.

The University also reserved the right to skip the above procedures in cases where there are “individuals with exceptional expertise or abilities or in extraordinary circumstances.”

For those faculty members who attain the perch of 25 service units or more, and who have taught at least two courses in each of the last six semesters, they are eligible for an offer of a full academic year appointment. If accepted, the faculty member must teach assigned courses at times established by the University regardless of the stated preferences or availability of the unit member. Such appointments may also include alternate work duties other than teaching in the University’s sole discretion.

## **3. Vermont State Colleges**

Since 1991, the part time faculty at the Vermont State Colleges –a four campus system- has been represented by Local 3180 of the American Federation of Teachers, the same local that has represented the full time faculty since 1974. The original collective

bargaining agreement between the parties, and subsequent contracts until 2007, provided for the following concepts in terms of assignments:

- The distribution and return of a teaching availability form that would be considered by the chair and dean in making assignments.
  
- The right of a college to give preference in all assignments to full time faculty and professional staff before assigning any work to the part time bargaining unit.
  
- Two available teaching assignments with a minimum of six credits would then be offered to unit members “on the basis of seniority and on the basis of:
  1. the academic qualifications of the part time faculty member, including teaching ability
  2. the availability and stated preferences of the part time faculty member
  3. experience in teaching available courses
  4. the curricular needs of the department”

Over time, this language was largely construed as a minimum qualification provision for senior part timers. In other words, as long as the senior part time was “qualified” he or she would have preference for an open course, even if he or she was not necessarily the most qualified. However, in a recent arbitration award (with the Vermont Labor Relations Board acting as the statutory arbitrator), it was found that an institution could assign a course to a junior part timer if that person had taught the particular course in question before but the senior part timer had not. See *Grievance of June Rosenberg*, 29 VLRB 169, 189 (2007). In that case, a more junior part time was properly assigned a course he had taught before even though a more senior part timer- who had never taught that course before - was minimally qualified to teach it.

In any event, in last year’s round of bargaining, substantial changes were made to this Assignment Article for the first time since the initial collective bargaining agreement in 1992, and the administration secured greater rights to assess the *relative* qualifications of available part timers. The new contract maintains the concept of the teaching availability form and the procedures for consideration, and it preserves the right of the college to give preference to full time faculty and “full-time or part-time professional staff members, supervisory or managerial employees prior to offering courses to part time faculty.” Then, in dealing with the part timers, the contract provides:

Where the following factors are deemed to be equal, seniority will prevail in available assignments for a minimum of six credits per semester (nine credits for those in the highest pay grade). These factors are: 1) the credentials and qualifications (including sub-specialties and areas of particular expertise) of both current unit members and other available faculty members from within

and outside the College; 2) the teaching experience of both current and other available faculty members from within and outside the College; 3) evaluations and work performance of unit faculty members; 4) the stated availability of unit faculty members. These decisions shall not be made arbitrarily or capriciously. (Article XVIII, F of 2007-2010 Agreement)

While this language has not yet been tested in arbitration, it presumably gives far greater flexibility to the administration to select the most qualified faculty member in course assignments, provided it can show that the selected faculty member – whether a junior unit member or a new person from outside – was better qualified than the senior unit member, or that some of the other factors cited were not “equal.”

The parties also place a cap of 11 credits per semester in terms of how much a part timer can be assigned, since an assignment of 12 credits, under Vermont case law, would automatically make the person a member of the full time bargaining unit.

#### **4. University of Vermont**

The first contract between the University of Vermont and the part time faculty unit of United Academics (AAUP/AFT) was ratified on April 14, 2006. In the parties *Appointments and Assignments* Article, in dealing with teaching lecturers, the parties follow a similar procedure as that negotiated by the State College system, including the use of teaching availability forms and the University’s right to give preference to full time faculty, department chairs, administrators and other “non-faculty employees” prior to having to offer any courses to part timers. Then, in terms of actual assignments, the parties divided the unit lecturers into three categories: Lecturers I, II and III.

Lecturers I unit members are those who have not completed either six years at the University (i.e. at least one semester or summer session during that year) and/or have not taught at least 60 credits of work. Lecturers II unit members are those who have completed six years of active teaching service, have been promoted to Lecturer II following an evaluation process and who have taught at least 60 credits. Lecturer III unit members are those who have completed ten years of active teaching service, have been duly promoted to that rank and who have taught at least 100 credits.

In terms of assignments, the parties provided the following:

When the factors below are considered equivalent by the department chair or dean, the department or unit, in deciding who will receive an appointment, will give preference for an appointment of a minimum of six (6) credits a semester to a Lecturer III over a Lecturer I or II, or new hires, and shall give preference to a Lecturer II over a Lecturer I or new hires. These factors are: 1) the curriculum and programmatic instructional needs of the department or unit; 2) financial considerations; 3) the credentials and qualifications (including sub-specialties and

areas of particular expertise) of both current unit members and other available faculty members from within and outside the University; 4) the teaching experience of both current and other available faculty members from within and outside the University; 5) evaluations and work performance of unit faculty members; and 6) the seniority of unit faculty members and their stated availability. Within the Lecturer categories, due regard will be given to seniority. A Lecturer who does not receive an appointment may file a grievance claiming this section has been violated or that there has been an alleged procedural violation in the review process of Article 15, *Evaluations* that materially and adversely affected the outcome of the case. Lecturer IIs and IIIs may also grieve any non-reappointment that has the consequence of elimination of the individual from the bargaining unit on the grounds that such a decision was arbitrary or capricious.<sup>7</sup>

Like the new State Colleges language, these provisions allow the University to select the best faculty member for each course assignment while keeping seniority as a significant factor.

### **5. Keene State College (University System of New Hampshire)**

Keene State College is the only institution within the University System of New Hampshire<sup>8</sup> with a unionized part time faculty. Its union, a local of NEA-New Hampshire, first sought in bargaining a straight seniority provision under which senior adjuncts would be able to secure up to four courses a semester based on seniority and minimum qualifications for the job. Under the NEA's original proposal, once four courses were assigned to the senior adjunct, then the next senior adjunct would receive up to four courses, and so on, until all the courses were assigned. This approach was rejected by the administration, and instead the parties negotiated an assignment article that first provides for a detailed availability form. The assignment section then goes on to read as follows:

Article 8. I. For any courses determined by the College to be available for adjuncts for an upcoming semester...the College agrees that two (2) available teaching assignments, determined by the College, with a minimum of six credits per semester shall first be offered to any adjunct who has taught eight (8) or more semesters at the College on the basis of seniority, provided the adjunct is qualified and available to teach the course, and except as provided in section J below. This shall not preclude the College in its discretion from making additional

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<sup>7</sup> This latter provision cross references another section that indicate a part timer shall be deemed out of the bargaining unit when he or she does not receive an assignment "following any complete September to August period in which they have not taught at least three credits." Article 1 of Agreement.

<sup>8</sup> The University System includes the University of New Hampshire, Plymouth State University, Keene State College and Granite State College.

assignments to the adjunct provided, however, that before any such additional assignment is made, an adjunct faculty who will be entering his or her fifth to eighth semester at the College shall be offered one (1) available teaching assignment determined by the College on the basis of seniority, provided the adjunct is qualified and available to teach the course and except as provided in section J below.

Once adjuncts with more than eight semesters have been offered two courses and adjuncts with five to eight semesters have been offered one course in accordance with this section, the College is free to offer remaining course offerings to adjuncts in its discretion.

J. As an exception to the provisions of section I above, the College may instead offer an assignment to an individual with exceptional qualifications or expertise or on extraordinary circumstances.

This language, then, allows the faculty member who has eight semesters of seniority to be offered two courses, if qualified, and then those with five to seven semesters to be offered one course if qualified. Under the parties' unit description, a faculty member does not enter the bargaining unit until he or she enters the fifth semester of work at the College.

All of these examples of contract language, then, attempt to accommodate the faculty members' desires for receiving priority for course work if they are qualified and have seniority against the administrations' desires to not be hemmed in too much by seniority and to maintain some level of academic quality control by placing the best instructors in the classroom. All of them were presumably the product of difficult negotiations where accommodations to the interests of each side had to be made.

### **III. Evaluations**

#### **A. Overview**

Standing alone among all professional employees, full time faculty members tend to have the most elaborate system of evaluations on earth. Whether the faculty at the institution is unionized or not, the reappointment, promotion and tenure procedures and standards occupy scores of pages in handbooks and union agreements. Layers of procedures that involve students, department faculty, peer committees, outside expert evaluators, chairs, deans and provosts are almost universally common.

In stark contrast, the evaluation of part-time faculty is often an afterthought. In many cases, student classroom evaluation and perhaps a perfunctory review by a department chair represents the entire process of faculty evaluation for part timers. Often this lack of detail to evaluation procedures is simply a product of numbers: there are so many part time faculty no one has the time or inclination to formally evaluate them in

anything resembling the full time faculty evaluation systems. Given the enormous number of courses taught by part time faculty, this is often a worrisome situation for administrators at many institutions.

In a unionized setting, this is a major problem for administrations that want to preserve discretion to keep the best faculty in the classroom. When confronted with an administrative proposal that allows the institution to assign the best qualified part time faculty to courses rather through a seniority system, union negotiators can legitimately query *as to how* such a determination of performance is to be made if there is no formal evaluation system in place. On the other hand, part time faculty member will sometimes be conflicted on the subject. While often arguing for better evaluation systems, others, used to little if any review of their work save for student evaluations, will prefer “the sleeping dogs lie” approach where their work is simply not scrutinized as much as it would be under formal evaluation systems. After all, it is hard to lose one’s job for performance reasons when no one evaluates you.

But certainly an administration that wants more discretion to use performance and ability as a factor in assignments and retention must figure out how to deal with the evaluation process and is better served by developing language in this area. Obviously, there are a range of possibilities, and an administration has to weigh what is workable for that institution and how much of a detailed process is desired.

On this issue, a number of questions arise:

1. Will every part time faculty member be evaluated by the administration every year? Or will such faculty be evaluated only on a multiple year schedule?
2. What will the process of evaluating include? Some options include:
  - a. Student classroom evaluations (almost universally used)
  - b. Department chair or dean classroom observations
  - c. Peer classroom observations
    - i. By full time faculty
    - ii. By part time faculty
    - iii. By committee of both
  - d. Formal written evaluations by chairs or dean or committee
  - e. Self-studies by the part time faculty member
3. What are the consequences of a negative evaluation?

4. Is some system of ranks or other types of promotions something that the administration is interested in establishing?
5. In cases where the department chairs are the first line of supervision, and those department chairs are in another bargaining unit of full time faculty, does the administration have the discretion to assign the chairs the work of evaluating the part timers, or is there a need to negotiate such provisions with the full time faculty union?

**B. Variations: University of Vermont**

UVM's contract with its part time faculty union combines some level of annual review with a more detailed periodic evaluation. The contract contains the following elements for evaluating the part time lecturers<sup>9</sup>:

1. Annual review of lecturer by the department chair
  - a. chair reviews student evaluations
  - b. chair has option of observing part timer in class but not required
  - c. same standards for teaching are employed that are used for full time faculty in the department
  - d. written review goes into personnel file; faculty member may rebut in writing
2. Formal periodic reviews
  - a. at least once every six years, a more formal review
  - b. such review begins with self-evaluation
  - c. review of all student evaluations over the six years
  - d. at least one required classroom observation by chair
  - e. peer review by department
  - f. reviews go into file with right of faculty member to rebut
3. Promotion opportunities
  - a. Three categories of lecturers based first on service (years at the University and number of credits taught)
  - b. When a Lecturer I is eligible, he or she may apply for promotion to Lecturer II, which carries more money, access to some benefits and greater assignment rights.

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<sup>9</sup> UVM's unit also includes part time research faculty, extension faculty, clinical and library faculty in addition to lecturers. Those other categories of faculty are reviewed under procedures common to full time faculty holding those ranks.

- c. Promotion process follows the formal review process outlined above, except chair makes formal recommendation to the dean. Dean makes final decision on whether to promote the Lecturer I to Lecturer II
- d. Promotion from Lecturer II to Lecturer III is the same as from Lecturer I to Lecturer II

### **C. Vermont State Colleges**

UVM's department chairs are not in any bargaining unit, as they are excluded from the full time faculty unit as supervisors, and thus they could be assigned these new evaluative duties without any legal impediments. However, for the Vermont State Colleges and other institutions with unionized full time faculty, the department chairs may be *in* the full time bargaining unit. As such, any extensive evaluation process for part time faculty that involves the chairs will also trigger the obvious problem of adding to the workload of the chairs. Thus, depending on the contract language, the institution may first have to negotiate into the full time faculty contract sufficient provisions so that the chairs could be assigned the task of evaluating the part time faculty. At VSC, this is exactly what had to be done. The full time faculty contract was amended to allow for the extra work that the chairs would be doing in evaluating part time faculty in their departments. As part of those negotiations, extra compensation was provided for the chairs in recognition of the additional work they would now have to do, compensation that varied depending upon the number of part timers in the department.

The resultant procedure for evaluating part time faculty in the VSC system includes the following elements:

1. Student evaluations are required for all courses taught by part time faculty
2. Such evaluations are retained in the file from the most recent 24 courses taught by a part timer
3. Classroom observations are not required every semester for every part timer but the Dean can designate which part timers should be observed in class in any semester. Chairs are notified by Dean as to who should be observed. Chairs may also observe part time faculty in their department at any time when the Chair believes there may be a concern over performance
4. Chair doing an observation shall write up a summary that is placed in the file; part time faculty member can rebut
5. Chairs are only required to do a certain number of classroom observations each semester based on the size of the department. These restrictions and obligations are written into the workload section of the full time faculty contract to which the chairs are subject.

6. Formal Evaluations: These are done at least once every four years.
  - a. Faculty member must assemble an evaluation portfolio as part of the formal review, which will include at a minimum a reflective narrative of approximately 500 words on his/her teaching; the four most recent course syllabi; two recent exams, formal assignments or tests.
  - b. Chair must observe at least one class on that faculty member under review and may write up a report on the overall performance of the faculty member since the last review
  - c. Portfolio is reviewed by a Peer Review Committee consisting of three faculty members, along with all student evaluations, Chair reports and any other written material in file. PRC provides Dean with written summary of its findings. Faculty member may rebut.
  - d. Dean reviews all material from PRC and Chair, and may also seek feedback from full or part time faculty teaching the same course(s) as the person being reviewed.

#### **D. Keene State College**

Keene's collective bargaining agreement provides the following for the evaluation of its part time faculty:

1. Student evaluations for all courses taught
2. Review of such evaluations, along with syllabi, every semester by the chair (no written report necessary)
3. Chair has discretion to observe part time faculty member in class
4. Formal reviews:
  - a. First done in the adjunct's eighth (8<sup>th</sup>) semester of service<sup>10</sup>
  - b. Next done in the adjunct's sixteenth (16<sup>th</sup>) semester
  - c. Every eighth (8<sup>th</sup>) semester after that.
  - d. Formal review involves an Adjunct Evaluation Committee consisting of Chair and one other faculty member (full or adjunct at Chair's discretion). Adjunct may add an additional member in his/her discretion
    - i. Reflective narrative by adjunct under review

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<sup>10</sup> At Keene, adjuncts are not unit members until they start their fifth semester of service. Thus, there is considerable evaluation of such adjuncts in the administration's discretion prior to their entering the unit.

- ii. Summary of past observations and student evaluations and syllabi
- iii. Committee observes at least one course
- iv. Committee prepares formal report
- v. Adjunct has option of just having chair do the review and not a committee

**E. Rutgers University**

No formal evaluation article in the collective bargaining agreement.

**F. University of Maine**

Maine’s contract has some simple provisions on evaluation<sup>11</sup>. Article 9 of the Agreement indicates that unit members are all subject to evaluation. Evaluations may consist “of input from students, faculty and appropriate administrators. When faculty and department or division chairs conduct evaluations, the evaluations shall be reasonable, in writing and in conformity with department standards and criteria.”

The parties add that all written evaluations “shall include specific suggestions for improvement when appropriate,” and that the unit member is free to meet with the administrator who conducts the evaluation and comment in writing on any report.

Maine does have a rank system for its part time faculty. They are ranked as Lecturers I, II or III, or as Instructor, Assistant Professor, Associate Professor or full Professor. Unit members are free to apply for such promotions and undergo reviews “in accordance with the governance structure” on a given campus. The Chief Academic Officer makes final decisions on promotions.

In cases where part timers do not become unit members until they have taught a certain number of semesters or credits, the institution should do intensive review of such part timers in that pre-unit period. Terminating or non-renewing a part time unit member is always more difficult, regardless of contract language, than terminating a part time faculty member who is not represented yet. The best time, then, to determine whether or not the faculty member is likely to be a good performer in the classroom is in that first year or two before they enter the bargaining unit.

**IV. Job Security Issues**

Job security for part time faculty, as noted, is a difficult issue. It not only involves the right to grieve outright dismissal from the institution for performance (or

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<sup>11</sup> In reviewing faculty collective bargaining agreements, it is always important to remember that the parties may also be using department or college guidelines or practices that do not appear in the formal union contract but may very well be part of the procedures for evaluation.

misconduct), but also the failure of an institution to provide the faculty member with course assignments, even if performance is not an issue. Further, it can involve the length of appointments that the faculty member carries. Often, unions will seek something longer than a semester appointment for its part timers, especially those who have been around for years and can rightly claim some level of expectation that they will have at least annual, if not multi-year, appointments.

Most institutions remain leery of providing too much long range job security to its part time faculty. While multi-year contracts for *full time* lecturers have begun making an appearance on many campuses, multi-year contracts for *part timers* are extremely rare. Given all of the restrictions placed on colleges and universities with respect to its tenured and tenured track faculty and their contractual security, it is not surprising that institutions wish to maintain as much flexibility as possible when it comes to the part timers. Not being contractually committed for more than a semester, or a year, at a time is seen as a vital tool in managing the ebb and flow of student enrollments, curriculum changes and fiscal realities.

While unionized institutions usually provide for a just cause provision for outright dismissals in mid-semester or mid-appointment, such a high standard does not usually appear for simple decisions to not renew an appointment or not offer another semester of work to a part timer, although unions will certainly push for such provisions. In some settings, some minimal security – such as guaranteeing that the decision will not be made arbitrarily – has been offered to longer terms adjuncts.<sup>12</sup>

## **V. Workload Issues**

For the typical part time teaching lecturer, workload issues – once appointments and assignments are made – are less troublesome than other areas of the contract, and less complicated than workload issues for full time faculty. Thus, unlike full time tenure track faculty, part time lecturers essentially teach. There is rarely a need, then, to worry about distribution of effort among teaching, research/scholarship, advising and committee or service work. With rare exception, the part time faculty member is assigned a course or two, is responsible for teaching that course and advising the students in that course, and following any department/institution guidelines as to grades, syllabi and the like.

However, some issues do arise. For example, one issue that overlaps workload and assignments articles is that of course cancellations. It is not uncommon for an institution to think it will have sufficient enrollment to run a course with a part timer only to discover that registration for the course was lower than anticipated and that the course is cancelled. For a part timer who has spent time preparing to teach such a course, this is

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<sup>12</sup> The University of Vermont does allow a part time to grieve a non-reappointment based on performance that has the effect of removing the faculty member from the bargaining unit under the standard of whether the decision was arbitrary or capricious. Only Lecturers IIs and IIIs - ranks that require a minimum of six years and 60 credits of University service- have the right to grieve under this standard.

both a workload and a money issue, since he or she may have turned down other part time teaching opportunities elsewhere. Frequently, the parties at bargaining tables have dealt with this via cancellation fees. Some examples:

***Keene State College:*** Penalty of 10% of what the part timer was going to be paid if the course cancels later than July 1 for a Fall assignment or later than November 15 for the Spring. If course cancels first week, adjunct also receives one bi-weekly pay check.

***Vermont State Colleges:*** Penalty of 7.5% of what the part timer was going to be paid if course is cancelled within 30 days prior to the first class meeting. Penalty waived if part timer receives replacement assignment. Penalty of 15% if course is cancelled after first class meeting..

***University of Vermont:*** Penalty of 5% of what the part timer was going to be paid if course cancelled within two weeks prior to first class. If cancelled after first class, penalty of 5% plus pro-rated portion of his or her payment for that course based on the number of classes ultimately taught.

***Rutgers University:*** Penalty of 1/16<sup>th</sup> of salary if course is cancelled within seven days prior to the first class or within seven days following the first class (plus a pro-rata salary for the work performed).

***University of Maine:*** Penalty of 5% of the amount to be paid for the course in the event that the course is canceled within one month of the first class meeting. If after first class meeting, an additional proportional amount for classes taught. If the course had never been taught before by the unit member, or if it involved “significant academic preparation,” as determined by the administrators, a 10% penalty is assessed.

Another nagging issue for part time faculty is to what degree they must be responsible for work prior to the start of their class. For example, are they required to report a week prior to the semester for department meetings? What about required training in safety and health issues, especially for lab work? How about being required to attend sexual harassment training and the like? Are they required to attend graduation or other special activities that full timers are expected to attend? Can they be required to do any work between their semester appointments? If the part timer teaches on Tuesdays and Thursdays, can he be forced to come in for a meeting or for training on Wednesday?

Other workload issues may arise as well, such as situations where an institution may want to utilize the expertise of a part timer for a specific committee assignment, or some special project over and above the teaching of courses. When these and similar issues occur, the parties might negotiate per diem rates to cover work over and above the money being paid for the course assignment(s).

Other issues that might come up that are comparable to some full time issues, such as class size caps, or when overloaded classes should count as two assignments rather than one. For example, Rutgers pays a salary supplement of \$200 per credit if the final enrollment for a course exceeds the approximate enrollment contained in the appointment letter by 33-1/3 % or 25 students, whichever is lower.

## **VI. Salary Scales, Schemes and Pay Grades/Ranges**

All labor negotiations ultimately center on compensation issues, and the salary issues surrounding part time faculty are no exception. In addition to all of the other issues surrounding salary, there is a major status issue that part time faculty unions bring to the table. Often the union will contend that a part timer who may receive \$3000 or so for teaching a course is grossly underpaid, *not in relation to other part timers* at other institutions, *but in relation to full time faculty* who teach at the same institution. For example, a union may point to the fact that a full time faculty member who teaches eight courses a year as part of a full time appointment, and who receives, say, an annual salary of \$72,000 is really being paid \$9000 per course – three times what the part timer is getting – and often for teaching exactly the same course, albeit a different section.<sup>13</sup> And even if the institution employs full time non-tenure track lecturers at, say, \$40,000 a year to teach eight courses, such full time lecturers are being paid \$5000 per course, some 70% more than the part timer for the same course. The fact that the part timer works in the same department alongside the tenured faculty member or the full time lecturer only complicates matters and heightens the sense of disparate treatment.

Of course, such arguments do not take into account the other work that a full time faculty member may do, especially tenured and tenure-track faculty who must carry out substantial obligations in the areas of research/scholarship, formal student advising and governance. Such arguments do not take into account differences in credentials and the work expectations that accompany a full time assignment. Nevertheless, this perception of inequity is very real to the part time faculty member and often forms the basis for exorbitant salary demands that often includes a demand for “pro-rata” pay.<sup>14</sup>

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<sup>13</sup> In major universities, where a tenured or tenure-track faculty member’s teaching load may be only four or five courses a year, the union will argue that the amount being paid to that tenured faculty member to teach one course jumps well into five figures!

<sup>14</sup> This pro-rata concept is embraced by the major faculty unions. See, for example, AAUP’s *Contingent Appointments and the Academic Profession*, 2003 (Compensation for part time appointments should be “the applicable fraction of the compensation (including benefits) for a comparable full time position.”); NEA *Higher Education Policy on Part-time and Temporary Faculty*, 2006 advocating “pro-rata” pay, provided the part timer would have an obligation to be campus, stay current in field and become part of institutional life.

The pro rata argument has even been given voice in state legislatures where bills have been debated that would force the state’s higher education institutions to pay part time faculty a pro-rata amount per course. (see, for example, Senate Bill 198 introduced in the Vermont Legislature in 2007 which would

Despite the demand for pro-rata pay, most contracts dealing with part-time teaching faculty compensate faculty on a per credit or per course basis, with considerable variations in structure. Some contracts provide differentiated credit rates based on seniority, or other factors; other contract provide the same basic rate for all. Here are some notable examples:

***Vermont State Colleges:***

1. Faculty assigned to five pay grades based on number of credits taught overall during their service with the Colleges. Pay grades start at 1-40 credits and jump every 40 credits up to 160 credits plus.
2. FY 08 pay rates range from \$946 per credit for Pay Grade 1 to \$1379 per credit for Pay Grade 5
3. All rates are minimum; faculty can be paid more in College's discretion.
4. Faculty with terminal degrees in their teaching field are placed one pay grade higher
5. Hourly rates of pay provided for music lessons; independent studies and specially assigned projects over and above teaching.

This approach, then, operates much like a wage or salary scale for other employees. The longer you work, the more you are entitled to. In this case, the faculty member does not get a bump to a higher pay grade every year, but does reach periodic plateaus based on credits taught.

***Rutgers University:***

1. Minimum base credit rate for FY 08 for all unit members is \$1260 per credit, except for certain specified courses where other rates are indicated in the contract.
2. Increases of 2.5% or 3% each semester through Spring 2011 applied to all faculty members' credit rate. Faculty member receives this increased rate or the minimum rate, whichever is higher

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have required that "all part time faculty employed by Vermont colleges and universities shall receive pay that is equal on a pro-rata basis to that of full-time faculty with comparable qualifications and performing comparable work." The Bill was withdrawn but may reappear in the next legislative session. b

This approach treats all part timers the same for pay purposes but does recognize that some part time faculty members may be paid more; thus, the reference to “minimum” base credit rates.

***Keene State College***

1. A per credit salary scheme that varies dramatically depending on two factors: 1) how much the faculty member is teaching in a given semester and 2) the individual’s seniority. The more credits the faculty member is teaching, the more the faculty member will be paid per credit for everything.
2. Thus, as an example, for the Fall of 2008, a faculty member with less than nine semesters of seniority and who is assigned to teach between 1-7 credits for that semester will be paid \$810 per credit. However, by contrast, the same faculty member will be paid \$870 per credit if teaching between 8-11 credits, and \$1420 per credit if he or she is teaching 12 or more credits for the semester. These rates rise based on seniority such that a faculty member with 19 or more semesters of teaching will be paid \$1316 per credit if teaching between 1-7 credits; \$1450 per credit if teaching between 8-11 credits that semester and \$1640 per credit if teaching 12 or more credits for that semester.
3. The contract provides a 5% increase on all credit rates if the faculty member holds an appropriate terminal degree
4. Music lessons are compensated on an hourly rate basis.
5. Independent studies are compensated on a flat dollar amount basis.

The theory behind this pay scheme is that faculty members, who are more engaged in the life of the institution in a given semester, as evidenced by a larger teaching load, should be paid more per credit than a part timer who only comes in to teach one course. This is dovetailed into a standard seniority system that pays more per credit based on the number of semesters that the person has been teaching on campus.

***University of Vermont***

1. Lecturers are paid different amounts per credit depending on rank.
2. For FY 08, a Lecturer I is paid \$1487 per credit. A Lecturer II is paid \$1587 per credit. A Lecturer III is paid \$1687 per credit. These are all minimum rates.

3. Percentage increases over the life of the contract, such that the Lecturer will either be paid the minimum rate or their rate increased by the contract percentages, whichever is higher.
4. Additional compensation allowed if chair or dean wants to assign a faculty member special additional duties, such as supervision of independent studies, maintenance of a lab or studio, etc.

This is fully developed promotional system where the higher the rank the more money one makes. Lecturer II and III are promotional ranks that are based on seniority and credits taught *but also* full evaluation review by the University. They are not automatic seniority ranks.

This contract also provides for minimum rates, acknowledging that some lecturers in some of the colleges and schools of the University, such as Business, can demand much higher salaries if they are to be successfully recruited.

### *University of Maine*

1. Lecturers paid different amounts per credit depending on rank. For FY 07, for example, a Lecturer I (someone with 0-10 semesters of college teaching) was paid \$784 per credit; a Lecturer II (11-19 semesters' experience) was paid \$942 per credit; and a Lecturer III (over 19 semesters) was paid at the rate of \$1033 per credit. All rates are minimum.
2. Separate Lab Hour rates are also provided
3. Different credit rates for those with traditional faculty ranks
4. Special adjustments for more senior faculty

Another issue that administrations need to be mindful of is how to pay part time faculty who happen to be in the unit but do not teach traditional credit courses. For example, a faculty member who teaches voice lessons or music lessons may be paid on a different basis than a per credit/ per course arrangement. It may be instead a payment scheme by the hour, or on a per student basis. Parties need to be careful of these outliers in faculty units that may need special attention in terms of compensation arrangements.

## **VII. Governance Issues**

Governance issues with part time faculty present special challenges for both sides of the table. Unions representing part time faculty will often propose provisions that would require departments to extend attendance rights and voting rights to part time faculty; would provide part time faculty membership on the Faculty Senate or

comparable governance body and membership on other committees of the institution. While proposed as a “status issue” – i.e. their professional input should be just as valued as a full timer – the effort by part timers to more fully participate in governance is sometimes related to normal self-interest. For example, being able to participate in department meetings where scheduling is reviewed by the department chair with the faculty gives the part timer an opportunity to make preferences known. Being able to participate in department affairs may give the part time faculty member a better opportunity to obtain professional development funds from designated pools of money. Beyond that, the involvement of part time faculty in Faculty Senates, Assemblies and similar governance bodies enhances their presence on campus and may elevate the regard in which they are held by their own peers.

An administration may be sympathetic to these concerns but it will nonetheless need to be careful in this area. Governance rights and privileges vary widely from campus to campus, and they are often set by the faculty members themselves, not by administrators. Thus, an administration may have to say at the table that, regardless of its own views of how much part time faculty should participate, it must plead that membership on college-wide or university-wide committees or governance bodies are often determined by those bodies themselves, not the administration. Or, the involvement of faculty in department meetings has been left up to the department<sup>15</sup> Therefore, an administration may have to say that it cannot intrude upon those areas unless the full time faculty themselves are willing to modify their governance membership.

This area can place the part time faculty union in conflict situations with its full time brethren who are often represented by the same union, albeit a different bargaining unit.<sup>16</sup> Word may pass, directly or discretely, from the local union to the part timers not to push too hard on such an issue at the bargaining table but allow such matters to be filtered through other mechanisms. Often, this leads to merely hortatory language in collective bargaining agreements. Some examples:

The parties recognize that the participation of all faculty in institutional life of the University strengthens the institution, and therefore departments, schools and colleges shall be encouraged to incorporate part-time faculty colleagues into governance. However, bargaining unit members shall be eligible to be members of and participate, by voting or otherwise, in college, school and department meetings and governance only if, and so far as, authorized by the By-laws and other applicable guidelines of those colleges, schools and departments.

*University of Vermont/United Academics*

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<sup>15</sup> It must be noted here that in situations where the same union represents both full and part time faculty, there is a clear conflict of interest. Truth be told, many full time faculty members do not want adjuncts or part timers involved in department affairs, and certainly not in voting matters.

<sup>16</sup> When part timers find themselves in the same bargaining unit as full timers, such issues may never see the light of day, since the full timers will tend to control the politics and priorities of bargaining.

*2006-2009 collective bargaining agreement*

The College shall request that departments notify part-time faculty of upcoming department activities and meetings. Departments may permit voluntary participation of part-time faculty in department activities, including service on department committees, and part time faculty may voluntarily serve on department committees.

*Vermont State Colleges/AFT Local 3180  
2007-2010 collective bargaining agreement*

When a department meeting results in adoption of policies or procedures which are pertinent to the responsibilities or other employment-related activities of part time lecturers employed by that department, such lecturers will be notified in writing of such policies or procedures.

*Rutgers/AAUP-AFT 2007-2011 contract*

Interestingly, in the Vermont State Colleges contract, the administration actually agreed that part timers could be a part of the Faculty Assembly at each institution *provided* the Assembly itself – composed of full time faculty – agreed to modify its by-laws to allow for part time faculty participation. Despite the fact that this provision has been in place for over a decade, and despite the fact that the same AFT Local represents both the full time and part time faculty, no Faculty Assembly at any VSC campus has yet to allow part timers to be members.

An administration should at least be mindful about agreeing to such union demands for part time faculty and its impact on the full time faculty governance schemes, lest it face counter charges from full time faculty that their own traditional governance prerogatives (and limitations) are being negotiated away.

### **VIII. Professional Development**

Professional development of part time faculty raises interesting questions. How much does an institution want to invest in part time faculty development? Is this money wisely spent? If there is going to be money spent, how is it best spent? Should it similar to how full time faculty members receive their professional development money? Are sabbaticals something that part time faculty should get?

Professional development money for part timers in collective bargaining agreements has taken a variety of forms. Often, the parties negotiate a pool of money to which part time faculty can apply. For example:

**Rutgers:** \$10,000 pool each academic year for “professional development activities specifically related to the pedagogic needs of the lecturers in connection with and related to their professional activities at Rutgers.” (Article XI of contract)

- applications to department chair for review and endorsement
- endorsed applications sent to Center for Teaching Advancement and Assessment Research for consideration
- Center awards money

**University of Vermont:** \$15,000 pool per fiscal year “for professional development.” Fund only available to Lecturers IIs and IIIs.

- application to dean who makes recommendation to provost
- final decision by provost “taking into account availability of funds, competing applications for support, relevance and benefit, short and long term, of the proposed travel or other professional purpose to the faculty member and college/school and University.” (Article 19 of contract)
- Additional money may be authorized to pool by dean in his or her discretion
- Faculty on grants are expected to use any funds in their grants specifically designated for such purposes prior to applying for pool money

**Vermont State Colleges:** Each College within system shall put aside in a pool, on a semester basis, an amount equal to \$120 per bargaining unit member

- Funds can be used for professional relevant travel
- Course tuition for graduate level courses outside the VSC system
- Other relevant professional projects
- Application to dean on each campus; approval at his or her discretion. Approval cannot be withheld arbitrarily or capriciously
- All funds not used in a given semester may be carried over to serve as an enhanced pool for subsequent semester

**Keene State College:** \$4000 per year for on-campus professional development activities related to pedagogic needs.

## **IX. Benefits**

Benefits remain a hotly contested issue at part time faculty bargaining tables. While the landscape is changing, the large majority of institutions do not provide part time faculty with substantial benefits, especially in the health insurance field.

The argument over health benefits is both economic and practical. With the cost of providing health insurance soaring well into the five figures for family plans, and with administrations desperately struggling to keep health insurance costs low for its full time employees, the thought of offering even partial health insurance to part time faculty can be intimidating. Once again, part time faculty unions will be open to many approaches on health insurance as long as they can get their foot in the door and get on the institution's health plan. And there are indeed a number of institutions that provide at least partial health insurance benefits and have done so for some time. For example, the University of Maine will provide health insurance to those part timers with six semesters of work and who teach two or more courses in a semester. The University pays 60% of the premium for such individuals. Other institutions like NYU, Berklee College of Music, Emerson College and SUNY also provide some pro rata health insurance benefits with varying levels of threshold eligibility.<sup>17</sup>

Taking advantage of new health insurance vehicles, the University of Vermont was able to avoid putting its part time faculty on the standard University plans and instead negotiated a High Deductible Health Plan (HDHP) for all part timers. Once a part timer is promoted to the rank of Lecturer II (following six years of service and 60 credits), the University will then contribute \$250 per course taught up to a maximum of \$1000 per year to a Health Savings Account associated with the HDHP. Otherwise, all costs for the HDHP are borne by the faculty member. The advantage of this approach for the administration is that it can control the costs to a large degree and can reasonably estimate how much money it will have to provide each year to the handful of part timers who 1) meet the eligibility requirements and 2) choose to buy the high deductible plan. By not opening their full time employee health plans to any part timer who wants to join, it also does not impact the costs of those plans.<sup>18</sup>

Among the comparators discussed in this paper, Vermont State Colleges and Keene State College and the University System of New Hampshire do not offer any health insurance benefits to its part time faculty. Rutgers has a study committee looking into the question of offering health insurance benefits of some type to the part timer faculty but there are no commitments.

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<sup>17</sup> NYU offers health insurance for certain part timers who teach two or more courses in a semester, with heightened university contribution to premium based on amount of teaching. Similarly, the New School offers partial health insurance contributions to members of the bargaining unit keyed to amount of courses taught.

<sup>18</sup> Many human resources benefit experts will contend that the addition of part timers to health plans can have an adverse impact on the costs of such plans on the theory that the part timers who will want to sign up – even if they are paying the premium – will be those who need the plan the most and will use it the most. Whatever the merits of such arguments may or may not be, there is no question that the addition of a large group of employees to a health plan can definitely affect experience – and ultimately the subsequent year's premium rates.

In addition to sheer cost, the practical problem with offering health insurance – and indeed other types of insurances<sup>19</sup>—is continuity. A part time faculty member may move in and out of eligibility depending on what the parties negotiate. A part timer who teaches enough to be eligible in one academic year, or semester, may not be eligible the next. This movement in and out of eligibility is often cited as a nightmare for human resources professionals.

Other benefits are easier to manage because they are linked specifically to salary and their budget impact can be better assessed from year to year. For example, the Vermont State Colleges while not offering health insurance, will match a faculty member's contribution to TIAA-CREF up to 7%, based on whatever the faculty member earns. Unlike insurance benefits, which are hard to budget for because the rates are imposed from outside the institution, the pension benefits are easier to budget, because the maximum exposure can be estimated based on the faculty salary line each year.

Many institutions offer tuition remission for the part timer, again based on some service component. *UVM* offers three credits of tuition remission for the faculty member for every three credits he or she teaches, up to a maximum of six credits of tuition remission per academic year. A faculty member must first teach a total of 24 credits before being eligible. Credits may be rolled over for one year. The *Vermont State Colleges* offers free tuition for two courses per year once the part timer has served five semesters. *Maine* allows faculty to accrue four credits of tuition waiver per semester of employment, but they must be used no later than twelve months after being earned. Family members are eligible for a waiver of ¼ tuition provided they are attending the University of Maine as a full time student. *Keene State College* allows an adjunct who is teaching in a given semester to enroll in any courses on campus at no charge on a space available basis.

Finally, it must be observed that the benefit issue for some public sector institutions or systems may be easier to address where state law dictates public employee benefits and the qualifying status. For example, in states like New Jersey where Rutgers University employees are largely subsumed by the health benefit provisions in effect for all state employees, the struggles over health insurance may not be as difficult as at a private institution (or some publics like University of Vermont and University of New Hampshire) where the institution controls and pays for all of the health insurance plans. In the latter case, the unions can press more aggressively for benefits because the locus of decision-making is entirely at the administration level.

## **X. Status Issues**

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<sup>19</sup> Some insurers, for example, will not even consider offering a benefit like Long Term Disability to an employee who is only contractually committed one semester at a time.

To a large degree, all of the issues discussed above are “status” issues. The part time faculty members look for respect in terms of compensation, benefits, job security, governance, the right to assignments, the right to be evaluated like full time colleagues, and the like. However, there are smaller items that come up at part time faculty bargaining tables that carry emotional weight, even if they are not significant cost items. And indeed, it is the lack of such small perks and recognitions that can be a contributing cause to the unionization of part time faculty. Some examples of these status issues include:

1. The right to an office or reasonable office space with designated furniture, such as a desk, bookshelves and chairs
2. The right to a guaranteed interview on campus for full time faculty vacancies provided the adjunct meets minimum qualifications for the open position
3. Access to campus library facilities on the same basis as others
4. Access to campus parking facilities, including stickers and discount rates
5. Access to computers and email accounts
6. Access to media facilities and instructional equipment
7. Access to duplicating and fax equipment
8. Access to clerical services within the department
9. Access to campus athletic facilities
10. Telephone message box
11. Ticket discounts for athletics and cultural events on campus
12. Use of mail service
13. Incorporation of name in faculty directories
14. Incorporation of name in college and university catalogs
15. Eligibility for recognition and service awards on campus.
16. Basic coverage under indemnification policies

Administrators should not be surprised at the fact that such items are demanded in bargaining nor should they be surprised that failure to accommodate such proposals may generate more negative reaction from the part timers than one might ordinarily expect. While negotiations is always about money and the large issues of workload, job security and grievance rights, with part time faculty, it is no less about such folks being acknowledged, recognized and respected in the small niceties of day to day employment that full timers take for granted.

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*Nicholas DiGiovanni, Jr. is a partner with Morgan, Brown & Joy, LLP. Nick may be reached at (617) 523-6666 or at [NDiGiovanni@morganbrown.com](mailto:NDiGiovanni@morganbrown.com). Morgan, Brown & Joy, LLP focuses exclusively on representing employers in employment and labor matters.*



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