

United University Professions

**Task Force
on
Contingent Employees
Report**



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INTRODUCTION

Charge of the Task Force

“To review the issues and concerns of contingent employees within UUP’s membership. The task force will recommend necessary actions, policies and/or procedures that would address those issues and concerns. The committee shall report its recommendations to the President, the Executive Board, and the Part-time Concerns Committee.”

Defining Issues

Mindful of UUP’s fiduciary obligation to bargain collectively for its contingent members, at a first, brief meeting on April 25, 2009 at the Spring Delegate Assembly, the Task Force on Contingent Employees (hereinafter “the Task Force”) agreed to begin work by focusing on three question sets:

- 1) How shall UUP define the term “contingent”? Will this term apply to both full-time and part-time, and to both academic and professional, employees who are not eligible for continuing or permanent appointment and whose current appointments, as the SUNY Board of Trustees Policies defines them, are not allowed “to create any manner of legal right, interest or expectancy in any other appointment or renewal”?
- 2) How shall contingent employees be appropriately represented within UUP? Should full-time contingent employees be represented in an expanded version of the current PTCC, or should they be afforded their own representative body? Should seats be added to the Executive Board and reserved for contingent employees, either part- or full-time, or would such provisions further marginalize them?
- 3) How can significant gains be achieved for contingent employees in the next Agreement? How can UUP secure an equitable salary structure for them? How can UUP secure progressively longer appointment terms and/or continuing and permanent appointments for them? How can UUP convince SUNY to establish a system of advancement for this category of employee?

The ensuing work of the Task Force was informed and inspired by UUP’s mission to bargain collectively and equitably for all its members. We relied as well on the resolution commonly referred to as “The Nine Points,” which the Delegate Assembly passed unanimously on September 30, 2006 (see Appendix B). The Task Force has characterized these goals in terms of four principles of equity pertaining to the terms and conditions of contingent employment, and we urge that UUP adopt them as its highest priorities in the next contract negotiations:

1. Equity in Job Security and Academic Freedom
2. Equity in Career Advancement Opportunity

3. Equity in Compensation
4. Equity in Union Representation and in Faculty Governance

Definition of “Contingent Employees”

The Task Force understands the term “contingent employees” to mean employees who receive an appointment that is contingent upon enrollment and/or funding, as stated in the appointment letter. The term “contingent” has become the standard, national term used to describe adjunct, part-time, and full-time workers in higher education who are not on the tenure track. The Coalition of Contingent Academic Labor (COCAL) has legitimized this term, and AFT has also adopted it, for instance in its 2009 report Reversing Course:

Throughout this document, we will use the term “contingent faculty” to refer to those faculty members who have limited-term appointments—appointments that are not permanent, but terminate at the end of a stated period of time (a quarter, a semester, a year, two years, etc.). The term contingent faculty includes part-time/adjunct faculty as well as full-time non tenure-track faculty (full-time faculty whose positions are not permanent or eligible for tenure).

(http://www.aft.org/pubs-reports/higher_ed/ReversingCourse.pdf)

In 2003, after extensive discussions, AAUP selected the term “contingent faculty” and explained it in the definitive policy statement “Contingent Appointments and the Academic Profession”:

The term “contingent faculty” includes both part- and full-time faculty who are appointed off the tenure track. The term calls attention to the tenuous relationship between academic institutions and the part- and full-time non-tenure-track faculty members who teach in them. For example, teachers hired to teach one or two courses for a semester, experts or practitioners who are brought in to share their field experience, and whole departments of full-time non-tenure-track English composition instructors are all “contingent faculty.” The term includes adjuncts, who are generally compensated on a per-course or hourly basis, as well as full-time non-tenure-track faculty who receive a salary.

For purposes of a policy discussion, these faculty cannot be separated neatly into two groups—part time and full time—based on the number of hours they work. [emphasis added] Some faculty members are classified by their institutions as “part time,” even though they teach four or five courses per term. Whether these faculty members teach one class or five, the common characteristic among them is that their institutions make little or no long-term commitment to them or to their academic work. The fact that many non-tenure-track faculty are personally committed to academic careers, even while putting together a patchwork of teaching opportunities in one or more institutions in order to sustain themselves, has become all but irrelevant in institutional practice.

(<http://www.aaup.org/AAUP/pubsres/policydocs/contents/conting-stmt.htm>)

As Marc Bousquet, a member of AAUP's national council and author of How The University Works, has emphasized, we must be careful never to confuse the employee with the contingent position s/he occupies, which is why we ought to refer to such employees as those who "work contingently" or "teach contingently."

Other Nomenclature

Having reviewed the various job titles used to describe contingent employees such as "adjunct," "affiliate," and "lecturer," the Task Force decided that "contingent" is the most inclusive and descriptive of every employee in this category. Qualifiers such as "part-time" or "full-time," "academic" or "professional" may be added when distinctions are necessary. In keeping with the Agreement, we prefer the term "employee" to the term "faculty." When the term "faculty" does appear in this report, it is used in accordance with the Board of Trustees Policies, where it describes all employees in the bargaining unit, regardless of their particular job titles or whether they are involved directly in teaching.

Exclusion of Tenure-track Employees

This report does not address issues pertaining to professional or academic tenure-track appointments. Those employees may technically be considered "contingent" during their probationary period, but they are working toward continuing or permanent appointment, and they are entitled to due process, which affords them a significant measure of job security, and thus such employees are not truly contingent. While UUP seeks always to improve the terms and conditions of employment for the entire bargaining unit, the Task Force is charged to focus on members and fee-payers who occupy intrinsically contingent positions.

Inclusiveness

The Task Force understands its charge to include all employees who occupy contingent positions. This will allow the largest opportunity to address the problems common to the bargaining unit's most vulnerable members. Every contingent employee may be dismissed arbitrarily, without cause and even without explanation. Under the Board of Trustees Policies, "A temporary appointment may be terminated at any time" (Article XI, Title F, §1) and, furthermore, "No term appointment, of itself, shall be deemed to create any manner of legal right, interest or expectancy in any other appointment or renewal" (Article XI, Title D, §4). Working as they do without any measure of job security, contingent employees are also denied any reasonable prospect of advancement based on reliable and meritorious service. These are the prevailing conditions for one-third of SUNY's workforce. Accordingly, the Task Force has undertaken to review the concerns of all employees, both academic and professional, part-time and full-time, who are currently ineligible for continuing or permanent appointment. The very contingency of

their employment describes all of them as a single, variously exploited group, and such differences as are predicated on their full-time vs. part-time status, or professional vs. academic status, should not be exploited to divide and disorganize them.

Overview of Recommendations

This report provides both general and specific rationales for three, closely related sets of recommendations. The recommendations are numbered consecutively, across chapters. The first set, numbered 1 through 5, concern the representation of contingent employees within UUP. The second set, numbered 6 through 10, concern the terms and conditions of their employment. The third set, numbered 11 through 15, concern further research.

Taken together, the three sets of recommendations describe a complete and ongoing program to achieve equity for contingent employees. For this reason, the Task Force urges that they be accepted and implemented as a whole. The very scope of this program is a motive for adopting it, engaging the resources and summoning the energies of the full membership. As the three chapters of the report indicate, transformation is necessary across three fronts, and each set of recommendations assumes the expertise of a distinct and broadly representative working group:

- Numbers 1 – 5, involving amendments to the UUP Constitution and to each chapter’s bylaws, require the skills of UUP’s legal staff and parliamentarian and each chapter’s Executive Board.
- Numbers 6 – 10, involving negotiations with the State of New York, the SUNY Board of Trustees, and campus administrations, require the skills of the UUP President, the Executive Board, the Negotiating Team, the chapter presidents and vice presidents, the labor relations staff, and all other officers.
- Numbers 11-15, involving new data and paradigms of data collection, require the skills of the UUP Research Department and the Membership Director

**CHAPTER ONE:
REPRESENTATION OF CONTINGENT EMPLOYEES WITHIN
UUP**

FIRST SET OF RECOMMENDATIONS

RECOMMENDATION 1:

- a. that contingent employees be described under two categories of employment, as both contingent employees and as academic or professional employees;
- b. that the office of the chapter Part-time Concerns Representative be renamed the office of the chapter Vice President for Contingents;
- c. that the election of the chapter Vice President for Contingents be conducted according to the current procedures for electing the Part-time Concerns Representative, such that contingent employees who are UUP members be entitled to vote for the chapter Vice President for Contingents and also for the chapter Vice President in their other category of employment, either academic or professional; and
- d. that the chapter Vice President for Contingents be accorded the same degree of authority and a corresponding set of responsibilities as the other two chapter Vice Presidents, including the position of fourth delegate on the chapter's Executive Board and at the Delegate Assembly (provided that the chapter's population warrants four seats); chairing the chapter's Contingent Employees Committee; and serving on the statewide committee described in Recommendation 3.

RECOMMENDATION 2:

- a. that the number of delegate seats allotted to each chapter be increased and that the additional seats be reserved for contingent employees, either academic or professional, according to the percentage of contingent employees in each such category who are UUP members in the chapter;
- b. that the contingent employees who are elected to the delegate seats reserved for contingent employees be counted without prejudice as academic or professional delegates, according to their categories of employment; and
- c. that contingent employees who are UUP members retain their rights under the UUP Constitution to elect the full roster of delegates within the academic or the professional categories.

RECOMMENDATION 3:

- a. that the statewide Part-Time Concerns Committee be renamed the Contingent Employees Committee;
- b. that after the forthcoming chapter elections, each chapter Vice President for Contingents be appointed to serve on the statewide Contingent Employees Committee at the discretion of the statewide Executive Board;
- c. that contingent employees be given priority consideration in the event that the statewide Executive Board sees fit to appoint additional members to the Contingent Employees Committee; and
- d. that the statewide Executive Board allow the Contingent Employees Committee to apportion its work among three subcommittees when the agenda warrants: the Part-time Professionals Subcommittee, the Part-time Academics Subcommittee, and the Full-time Contingents Subcommittee.

RECOMMENDATION 4:

- a. that UUP establish a new statewide office, the Vice President for Contingent Employees, to be elected by all the voting delegates during the Delegate Assembly at which statewide officers and board members are elected and to perform such duties as i) serving as Chair of the Contingent Employees Committee; ii) serving as a liaison to contingent employees statewide, including consulting with members of the Contingent Employees Committee between Executive Board meetings and reporting to them after Executive Board meetings; iii) representing the interests of contingent employees at regional and national conferences; and iv) performing such other duties as are assigned to him/her by the Delegate Assembly, the President, the Executive Board, or the Contingent Employees Committee; and
- b. that UUP establish additional seats on the statewide Executive Board, no fewer than one for a contingent employee on a part-time appointment and no fewer than one for a contingent employee on a full-time appointment, to represent the contingent workforce under these aspects of their employment, to be elected from among the contingent employees who are UUP members and by all the voting delegates during the Delegate Assembly at which statewide officers and board members are elected, in keeping with similar restrictions, by institutional type and geographic area, in the UUP Constitution.

RECOMMENDATION 5:

that the President make every effort to appoint an equitable number of contingent employees to all standing committees and working groups, including no fewer than three contingent employees on the Negotiations Team.

Rationale

In relation to management, the terms and conditions of employment for UUP's contingent workers are fundamentally different from those governing their professional and academic colleagues. The UUP committee currently designated for all part-time employees has been charged, and should continue to be charged, with addressing those issues unique to the contingent status of both academics and professionals who are not currently eligible for continuing or permanent appointment. Representation via one committee is not enough, however. The whole structure of UUP ought to reflect this different category of employment. Just as professionals are entitled to be represented by professionals and academics by academics, so too should contingents be entitled to chapter and statewide representatives who are contingent employees. Following the current models of offices, a third category of governance should be added to UUP at both the chapter and the statewide levels, so that contingent employees will be represented to the same extent that professionals and academics are.

To ensure equitable representation of contingent faculty within UUP, the Task Force has formulated recommendations which require that the Constitution be amended. The changes in UUP's structure that we recommend were inspired partly by gains achieved by other unions, but they are motivated more by UUP's current design of the professional and academic divisions. The current chapter and state system of representation should be expanded from two divisions (Academic and Professional) to three (Academic, Professional and Contingent). Whatever is now true of the offices and responsibilities of the Professional category and of the Academic category in UUP governance would also be true for the Contingent category: a Vice President position as a UUP statewide officer, dedicated seats on the statewide Executive Board, a Vice President position among the chapter officers, with voting privileges on the chapter Executive Board and delegate status at the Delegate Assembly, and so forth.

As UUP is currently organized, the Vice President for Professionals and the Professionals Advisory Committee are responsible for addressing the issues related to the terms and conditions of employment experienced exclusively by professionals. The same is true for academics: the Vice President for Academics and the Academics Advisory Committee are responsible for addressing the issues related to the terms and conditions of employment experienced exclusively by academics. Under the Task Force's proposal, the Vice President for Contingents and the Contingent Employees Committee would be responsible for addressing the issues related to the terms and conditions of employment experienced exclusively by contingent employees.

The Task Force requests that the Executive Board determine the appropriate proportion of the delegate seats at each chapter to be reserved for contingent academics and for contingent professionals, with the understanding that they shall be counted within the chapter's delegation as academic or professional delegates. The Task Force further requests that the President and the Executive Board consult with UUP's legal staff and parliamentarian to describe these structural changes in constitutional language and to propose them as constitutional amendments to the Delegate Assembly.

Current Representation of Contingent Employees

At present, contingent faculty at SUNY account for 34% of the bargaining unit. (See Table 2, page 26). UUP has approximately 700 delegates, and about 350 who participate in the delegate assemblies. Of those 350, how many are contingent employees?

At the time of the Fall 2009 Delegate Assembly, there were 680 delegates from all the chapters who were eligible to attend; of these, 67 were contingent employees, or approximately 10%. Of those 67, only 39 attended the DA. Thus, there were 39 contingent representatives present to vote on important matters governing the working lives of the 10,920 contingent employees in the bargaining unit, a ratio of less than 1% (.36%). If contingent employees continue to remain invisible within UUP's governance, who will take up the mantle of leadership when the large numbers of delegates with continuing and permanent appointments now in their fifties and sixties step aside? Or will UUP become an organization governed primarily by retirees?

To revitalize UUP and to reinforce a vision of solidarity, we need to restructure the Part-time Concerns Committee to include all the employees teaching or working contingently within SUNY. We need to restructure the statewide Executive Board, the Negotiations Committee and the Negotiating Team to include them, so that contingent faculty will have representation within UUP that is on a par with the representation that the tenure-eligible and tenure-track employees have always had via their respective Vice Presidents (VP for Professionals and VP for Academics) on the Executive Board both at the chapter and the state level. Although part-time issues were pressed during previous rounds of negotiations, particularly over the 2007-2011 Agreement, contingent employees have not yet been guaranteed representation by peers on the Negotiating Team. These suggestions for restructuring are not meant as criticisms of the performance of any member of the current UUP leadership but rather as guarantees for the future and to provide contingent faculty a secure and self-evident institutional role that reflects their numbers in UUP. The Task Force urges that significant restructuring be instituted before the entire energy of the union once again turns to contract negotiations.

Structural Impediments

While it is the duty of delegates and statewide board members and officers to represent all the members of the bargaining unit, UUP as a whole is a highly political organization, and it has not been immune to domination by interest groups. If category of employment were not politically significant, UUP's electoral structure would not designate a certain number of seats for professionals vis-à-vis academics, specialized campuses vis-à-vis university research centers, etc. We believe that UUP's most urgent project should be the protection and validation of its most exploited and most vulnerable members, whose employment is contingent upon the often arbitrary decisions made by administrators. Without a distinct voice and a meaningful vote in UUP, contingent faculty can have no hope that UUP will ever achieve the laudable goals it has identified for the contingent labor force.

UUP is a representative democracy, and its statewide officers and board members are elected by the delegates rather than directly by the members. Since 34% of the bargaining unit is not expressly represented within the governing structures of UUP, the terms and conditions of their employment have not been among UUP's top priorities, despite such initiatives as the unanimous endorsement by the Delegate Assembly in 2006 of the "Nine Points."

Other unions with a history of little or no participation among contingents have managed to change alienation into engagement, bringing a new strength to collective bargaining. Structural improvements within UUP, at the state level requiring constitutional amendments and at the chapter level requiring revision of bylaws, hold the promise of such a transformation for us.

Other Drawbacks

It may appear that only employees with secure jobs and with some relief from other obligations are in a position to challenge management, as is often required of union leaders. According to this view, contingent employees are not equipped to assume responsible positions in UUP. The insecurity of their appointments and the necessity of working more than full-time to provide for themselves and their families have certainly prevented many contingent employees from joining UUP in earnest. However, recognition for union work is itself a form of protection from arbitrary firings. We should all be reminded that in many fields of employment besides the university, union leaders have had their start on the shop floor and that UUP would be significantly stronger if a third of the bargaining unit recognized its interests as UUP's.

While nothing in UUP's Constitution or in its chapters' bylaws prohibits contingent employees from holding any office in UUP, very few have managed to do so. The single role that is widely available to contingent employees who are UUP members is the chapter Part-time Concerns Representative, who is not accorded delegate status. The Agreement provides that "a College President, or designee, shall meet with local UUP representatives once each month to discuss matters of interest pertaining exclusively to part-time employees, raised by either party, including those matters necessary to the implementation and administration of this Agreement which are local in nature." But those matters, as the language indicates, are allowed to be local only, and on many campuses no such meetings are held month after month. It may be for these reasons that the office of Part-time Concerns Representative is sometimes left vacant or assigned to a tenured member of the faculty by default. Here and there a contingent employee does take the initiative to call the attention of the college president and of the chapter president to long-standing inequities, and like the newly formed A-47 Committee, the Task Force on Contingent Employees is itself important evidence that UUP is committed to representing contingent employees in statewide negotiations, as members of a single bargaining-unit. All the same, the structures where contingent employees are currently housed, both within SUNY and within UUP, have weak foundations and glass ceilings.

Among other forms of affirmative action, the Task Force recommends that leadership in UUP be recognized as service to the university, constituting grounds for reappointment and advancement. Such recognition would increase participation in UUP among employees of every description. In many cases, this would be the first opportunity for contingent employees to achieve any lasting credit with management for their service. The Task Force recognizes that management is obliged by the Taylor Law to maintain a neutral position toward unions, neither punishing nor rewarding employees who undertake union activities. Nonetheless, the Board of Trustees must recognize that UUP plays a crucial role in securing state funding for SUNY, and in proposing a policy to increase union participation, UUP might justify it as consistent with the provisions that SUNY already allows for employees who are elected to chapter presidencies or who are elected to salaried offices in UUP.

The heaviest burden on contingent employees, preventing them from joining the work of UUP, is their exclusion from the life of the university. This is a basic condition of their employment, one that they might expect UUP to challenge, but it has become so familiar to them and it is so unrelieved that many of them haven't any confidence in UUP. Taken for granted and marginalized at SUNY, they feel taken for granted and marginalized in UUP, too.

A demoralized workforce is a crisis that will make or break UUP. Particularly in view of the fiscal situation that New York State will face for the next decade, it is essential for UUP to win the allegiance of contingent employees by demonstrating its willingness to fight on their behalf and by equipping them to fight for themselves. The way forward is by empowering one another.

Feasibility of Restructuring

By building its own forms of equity, UUP will prepare the way for rebuilding SUNY. The recommendations to amend the UUP Constitution are in keeping with our history and with our best traditions. In the first and second year of implementation, contingent employees may hesitate to put themselves forward for the new offices. Even so, any vacant seats would serve the important purpose of making visible to the chapter and state leadership the need to recruit contingent employees as members, office-holders, and delegates. If we build it, they will come.

The statewide VP for Contingents should be a full-time, salaried position for the same reasons that the other statewide VPs are full-time and salaried. When a part-time employee is elected to this office, the rest of the Executive Board should determine the appropriate compensation, just as it would if a part-time employee had been elected VP for Academics or VP for Professionals. To the enduring credit of UUP, part-time employees who are UUP members may be elected to any statewide office, including the office of UUP President. The Task Force assumes that UUP has already negotiated provisions for statewide office-holders to resume their academic or professional appointment at the completion of their elected term(s).

Part-time and Full-time

As explained previously, the Task Force believes that contingent employees will be represented most effectively in a standing committee comprised of all the chapter VPs for Contingents. As we deliberated this issue, some of us were concerned that the full-time contingents might be dominated by the much larger number of part-time contingents. Some of us were equally concerned by the opposite, that the part-time contingents might be dominated by the full-time contingents. In the end, we recognized that both part-time and full-time contingents will elect each chapter's VP for Contingents, who will be charged to represent them equally; and we agreed that the advantages of standing together far surpass the advantages of standing apart. Part-time academics, for instance, need to be identified not only with part-time professionals but also with their full-time counterparts in order to achieve pro-rata salaries in the next Agreement, and full-time contingents in turn need the political impact of the larger number of their part-time counterparts.

**CHAPTER TWO:
TERMS AND CONDITIONS OF EMPLOYMENT FOR
CONTINGENTS**

SECOND SET OF RECOMMENDATIONS

RECOMMENDATION 6:

- a. that UUP work to establish progressively longer terms of appointment as contingent employees move from temporary to term appointments and at the renewal of every subsequent appointment, as follows:
 - when an employee has served four semesters, consecutively or otherwise, on temporary appointments, the next appointment shall be a term appointment for no less than one year at the same or higher time-base;
 - when an employee has served a one-year term appointment, the next appointment shall be a two-year term appointment at the same or higher time-base;
 - when an employee has served a two-year term appointment, the next appointment shall be a three-year term appointment at the same or higher time-base;
 - when an employee has served a three-year term appointment, subsequent appointments shall be at the same or higher time-base for the maximum number of years allowed by the Board of Trustees Policies; and
 - as long as there is work available for which the employee is qualified, roll-over appointments after the initial three-year appointment shall be automatic, except in cases of documented unsatisfactory performance;
- b. that UUP work to extend the maximum length of term appointments allowed by the Board of Trustees Policies to five years, without regard to job title; and to require that newly created part- or full-time positions always be tenure-eligible positions, with criteria appropriate to the job descriptions;
- c. that UUP work to establish a process for granting full employment to part-time contingents who seek full-time positions in their departments or programs whenever new or additional work they are qualified to perform becomes available, in lieu of the current practice of creating more part-time positions; and that the new or additional work be assigned to them in the order of seniority;
- d. that, in particular, UUP work to reserve full-time lectureships exclusively for part-time academics currently employed, who shall be eligible on the basis of seniority when new or additional work they are qualified to perform becomes available;
- e. that UUP work to provide any professional employee, part-time or full-time, who applies for a change of title in order to be eligible for permanent appointment with the

right to consider his/her current appointment as probationary and to compute his/her years of service accordingly; and

- f. that UUP work to provide any contingent employee of qualified academic rank, either part-time or full-time, with the opportunity to apply at his/her discretion for a change of rank and job title – for instance, from “lecturer” to “instructor” – in order to be eligible for continuing appointment.

RECOMMENDATION 7:

- a. that to support the system of advancement described in the preceding recommendations, UUP work to ensure for all contingent employees i) regular and consequential evaluations that include assessment by peers and ii) equitable opportunities for professional development; and
- b. that UUP work to ensure priority consideration for long-serving contingent employees who apply for positions which entail continuing or permanent appointments.

RECOMMENDATION 8:

that UUP achieve a measure of salary equity by negotiating a statewide minimum salary for part-time academics, pro-rated on the basis of the minimum salary for full-time lecturers as stipulated in the current Agreement.

RECOMMENDATION 9:

that UUP encourage its members and fee-payers to support the efforts of contingent employees who seek a significant role in faculty governance, including faculty senates and section, department and college committees.

RECOMMENDATION 10:

that UUP develop a Policy Statement on Contingent Employees before the next contract negotiations, drawing upon this report and also upon data collected in response to the recommendations for further research.

Rationale

On the national stage, professional associations such as the Modern Language Association are increasingly demanding a living wage and job security for contingent workers in higher education. It is time for UUP to adopt a formal policy concerning contingent labor as is set forth in this chapter of the report.

Unless UUP formulates a cohesive and comprehensive vision of what it considers to be acceptable vs. what it considers unacceptable configurations of contingent labor in

academia, and acts to make this vision a reality, UUP may lose its best opportunity to live up to its responsibility to reverse the destructive trends which have already seriously compromised academic freedom and economic equity throughout SUNY.

Job Security

As long as contingent employees may be dismissed without cause, none of their rights under the Agreement are secure. Until they are allowed a regular program to achieve job security, any other gains must remain conjectural and even dangerous. Negotiated increases in salaries, for example, make long-serving contingents more costly than new ones, so that management may decide for purely financial reasons to replace them. Full-time lecturers are at risk of losing their jobs precisely because a minimum salary for them is stipulated in the Agreement and the salaries of part-time lecturers are negotiated locally. Under these conditions, the only assurance of job security available to contingent employees comes by way of accepting ever more inequitable workloads, as the full-time lecturers at Stony Brook are required to do, or by agreeing to work without a living wage, as a great many part-time contingents do throughout SUNY.

To take a single example from the case studies in Chapter Three, the abuse of full-time contingent positions at Stony Brook HSC reveals a frightening prospect, where teaching and service are largely the province of non-tenure-track employees (see page 36 below). At the College of Business, full-time lecturers are required to teach four courses per semester, often with four different preparations including graduate school courses, and at the same time to advise students, to sponsor internships, and to work on committees.

Employees who are on tenure-eligible, continuing, or permanent appointments know from experience that the conditions of their own employment are adversely affected by the abuse of contingent labor. The increasing and largely unregulated use of contingent appointments increases the workload and depresses the wages of the entire workforce.

Flexibility

Management asserts that it needs the flexibility of a contingent workforce, to hire or fire at will, especially in view of drastic cuts in state funding. Since it is easy to exploit and exaggerate such uncertainties, UUP needs to address them directly. Student enrollments have remained stable, and while they are expected to decline over the next few decades, it is the responsibility of management to understand those demographics and to plan accordingly.

It may happen that too few students enroll in a brand-new course offering or in a section of a required course that is scheduled at 8 A.M. on MWF. But such variables are limited, and academic departments should be allowed to adjust for them. It is counter-productive and, worse, self-destructive for management to pretend that funding and enrollment are so uncertain every year that 30% of SUNY's workforce can only be appointed and

reappointed for the short term. The consequences of such pretense gravely undermine the security of SUNY's future and violate the public trust.

The Task Force recognizes that faculty appointments of any kind are contingent on funding and enrollment. When contingent employees are terminated, these decisions must be justified with the same rigor as is the case when employees with continuing or permanent employment are retrenched, only because funding and enrollment have suffered a drastic and permanent decrease. It is always alarming when employees who are tenured lose their jobs through retrenchment, because their department or program has been dismantled. But this is fairly unusual, as it ought to be, and where retrenchment is being considered, it has met with an organized resistance. In contrast, non-renewals and lay-offs of contingent employees are allowed to be routine, and they are rarely resisted in an organized way. Employees who are not tenure-track are confronted with profound contingency daily, as though funding and enrollment were absolutely unpredictable. In fact, these facts are no less predictable than the curriculum itself, and good management would allow for progressive, multi-year, and automatically renewing contracts.

Evaluation and Terms of Appointment

Contingent employees are prepared to accept that losses in funding or enrollment may cost them their jobs. As management exercises its prerogatives, however, UUP must insist that these employees are no less entitled than tenure-eligible employees to extended terms of appointment on the basis of their performance. To the extent that their jobs must remain contingent, they want them to be contingent on an established record of service. Under the current Board of Trustees Policies, employees who are not tenure-track cannot rely on their performance to achieve any measure of job security. Indeed they are explicitly denied any expectation of continued employment. Their only security is their willingness to work at the lowest wages on campus and under the threat of arbitrary dismissal – a profoundly demoralizing and counterproductive condition.

The right to peer evaluation is the cornerstone of job security as well as of academic freedom. In January 2010, Randi Weingarten, President of AFT, addressed the National Press Club on the importance of regular and consequential evaluations (http://www.nysut.org/cps/rde/xchg/nysut/hs.xsl/k12_14245.htm). As it is in the interest of management to know what the workforce is doing, it is in the interest of the workforce to know that its performance has a bearing on the terms and conditions of its employment. Evaluations ought to be as significant for temporary as for term appointments. No union should accept that its members may be dismissed at will in their second and even third year of service, without regard to their job performance or the legitimacy of their performance program.

Employees are entitled to careful consideration of their personnel files, including written evaluations by students for those with teaching duties and peer review by a department committee. Temporary appointments should become term appointments after four rather

than six semesters on the basis of positive evaluations, and term appointments should be lengthened progressively on the same basis. Following an initial three-year appointment, employees should be allowed to expect a subsequent appointment, except in cases of documented unsatisfactory performance. The current three-year limit on terms of appointment as mandated in the Board of Trustees Policies should be extended to five years. Where continuing work is available, an appointment should be automatically renewed after six years of service (the standard probationary period for continuing or permanent appointment) unless it can be demonstrated that the employee has not been meeting his or her contractual obligations. As terms of appointment are extended, both management and labor will be spared the work of redundant evaluations.

Criteria for evaluation of academic contingent employees are typically sketchy and inconsistent in comparison to those officially in place for professional contingent employees. With regard to procedures for evaluating and promoting employees, we note that the current Agreement devotes ten highly specific pages in Appendix 28 to all professionals, not excluding part-time professionals, and only a vague half-page in Appendix 30 to part-time academics, such that campuses are merely encouraged to appoint part-time academics to year-long appointments “when they are in a position to do so.” Even so, part-time professionals are at a disadvantage of their own when they are evaluated as though they had the same institutional support as their full-time colleagues. It is essential that in every case the criteria of evaluation be appropriate to the terms and conditions of employment.

Continuing and Permanent Appointment

In “Contingent Appointments and the Academic Profession,” AAUP makes this statement about creating greater job security for long-serving contingent faculty:

Plans for a transition to a primarily tenured and tenure-track faculty should be structured to ensure the least possible disruption to student learning and faculty careers. A transition can be achieved through an incremental approach that relies in large part on the voluntary attrition of faculty holding contingent appointments. Contingent faculty, especially those who have been reappointed several times, should be included in faculty decision-making processes about the conversion of positions or the creation of new positions.

Faculty may determine that, during a period of transition, individuals currently holding teaching-only positions or other positions not presently recognized as tenurable may be “grandfathered” into tenured or tenurable positions. Based on their existing qualifications and consistently demonstrated effectiveness in their current work responsibilities, full-time non-tenure-track faculty who are reappointed for a period of time that is equivalent to the probationary period for tenure-track faculty should be recognized as being entitled, in their current positions, to the protections that would accrue with tenure. Part-time faculty whose effective academic service and accomplishments lead to successive reappointments should be accorded assurances of continued employment. [...]

When the “grandfathered” positions become vacant through attrition or retirement, new candidates can be recruited according to qualifications that faculty peers determine are necessary in the long term for the tenure-track positions.

(<http://www.aaup.org/AAUP/pubsres/policydocs/contents/conting-stmt.htm>)

Under the SUNY Board of Trustees Policies, “instructors” are eligible for continuing appointment, but “lecturers” are not. Accordingly, the Task Force has studied the possibility of negotiating a change of title so that every academic of qualified rank would be designated an “instructor.” While such a change might benefit new hires, it would endanger many current faculty, some of whom have taught for many years, because they have not focused on creating portfolios necessary to achieve tenure, either under the traditional criteria or under new ones designed for these instructorships. “Move up or out” is not a union principle, and such a title change is unlikely to reward the work that contingent employees have been assigned year after year. UUP ought not to provide management with a pretext for dismissing current employees and hiring new ones in their place at starting salaries.

The Task Force recommends instead that UUP design for SUNY a straightforward process for granting continuing appointment to contingents of all classifications who have met their contractual obligations for a probationary period of six years. Academics of qualified rank who have served for a shorter period or who wish for any reason to be reappointed as instructors and to become tenure-eligible under this title should be allowed to apply for it at their discretion.

There is no reason that teaching itself cannot be the basis for continuing appointment in SUNY, as it is for K-12 teachers with more than three years’ seniority in New York State. Contingent faculty who have served a probationary term of six years have already earned the right to a continuing appointment provided that the work is available. The trend of making tenure application a competitive process is a recent one, largely due to the proliferation of contingent labor. Teaching is farmed out, and ever more scholarship is expected of tenure-eligible faculty, along with service and quasi-administration. As tenured faculty acknowledge ruefully, many of them would not be able to meet the newer criteria. Imagine, then, how unlikely it would be for contingent faculty to achieve tenure under the prevailing expectations.

In the fall of 2009, AAUP published a preliminary report entitled “Conversion of Appointments to the Tenure Track,” including recommendations and case studies. It is to be hoped that UUP will join this effort, having reached the same conclusion:

The best practice for institutions of all types is to convert the status of faculty serving contingently to eligible for tenure with only minor changes in job description. This means that faculty hired contingently with teaching as the major component of their workload will become tenure-eligible primarily on the basis of successful teaching.

(<http://www.aaup.org/AAUP/comm/rep/conversion.htm>)

As with instructional faculty, there is no qualitative basis for denying permanent appointment to part-time professionals who have served a probationary period and demonstrated their ongoing value to SUNY.

Salary Equity

Although job security is the most fundamental issue for all of UUP's various contingent employees, securing positions without concurrent salary reform for part-time academic contingents, the largest group within the "contingent" category, would be a hollow victory. Of all forms of systematic exploitation experienced by UUP members, the inadequate wages of part-time academics is arguably the worst. As negotiator Mike Smiles remarked prior to the 2007 negotiations, "wages paid to part-time academics were never meant to be a living wage." In other words, SUNY's original conception of the salary commensurate to a part-time obligation was the "pin money" earned by an adjunct who moonlighted in addition to having a full-time position elsewhere. Although some faculty still work on this basis, the historical model is woefully anachronistic, and in light of its fiduciary responsibility, UUP must prioritize the plight of thousands of our members who rely on a salary "that was never meant to be a living wage" as their sole income.

The current Agreement provides greater equity for some contingent employees than for others – statewide minimum starting salaries for full-time lecturers and pro-rata starting salaries for part-time professionals – and it is imperative that UUP as a union rectify the worst inequity as soon as possible – in this case, by establishing pro-rata salaries for part-time academics. In negotiations with New York State, the UUP Negotiations Team should emphasize the hidden cost of hiring two or three part-time academics in lieu of creating a full-time position. Because the State rather than SUNY underwrites the costs of health insurance for UUP's term employees, local administrations can ignore the fact that employing two part-time academics to teach a full-time load of four or five courses a semester actually costs nearly the same as a full-time academic's salary, when the health care and other benefits costs of two people are factored into the equation.

More needs to be done regarding salary equity, however. Part-time professionals, who do receive a pro-rata starting salary, fall behind their full-time colleagues because they do not receive the same service awards; nor can they effectively compete under the same criteria for DSI raises. Contingent academics are also rarely able to receive DSI awards. We estimate that less than 2% of the allocated DSI funds across SUNY have been awarded to contingent employees.

Salary reform has a direct relation to the threat to tenure. Until academics are paid according to a single salary-scale as are professionals, management will continue to retire tenured lines. It will also be tempted to replace the longest serving and highest paid employees on term appointments with newly hired part-time employees at starting salaries and on temporary appointments. Securing a single salary-scale would remove

management's incentive to destabilize the workforce.

Local Negotiation of Salary

Starting salaries for part-time academics vary widely across the state, not necessarily in relation to geographical economic factors. Following the DA's unanimous endorsement of a statewide minimum, the 2006 Negotiating Team argued for a minimum that would have more than doubled the starting salaries on most campuses. The Team had at hand the following chart from New Paltz, which compares the effects of inflation upon starting salaries in different categories:

**TABLE 1:
Compensation at SUNY New Paltz
1970-2008**

	1970	1970 (in 2008 \$)	2008 (actual)	Change
Course by Adjunct	\$1000	\$5,486	\$2,802	-49%
Assistant Professor	\$10,000	\$54,859	\$47,000	-14%
Associate Professor	\$11,000	\$60,344	\$53,985	-11%
Full Professor	\$14,993	\$82,249	\$69,349	-16%

Every chapter should be encouraged to collect this kind of data for use by the next Negotiations Team.

It will be important to emphasize at every turn of the negotiations that part-time academics are state employees. They have the same right to organize as other state employees, not only with their local colleagues – in the chapter and on the campus – but also and more effectively with every other colleague – in UUP and in SUNY, statewide. This right is denied when New York State insists that wages for part-time academic faculty be negotiated only locally, with no statewide minima.

UUP has an indisputable claim to represent the entire bargaining unit in negotiations over wages and working conditions. So long as New York State does not recognize this claim with respect to a statewide minimum for part-time academics, it is refusing to recognize UUP as the union which represents every part-time as well as every full-time member of the bargaining unit, with their common interest in a living wage. In effect, it is preventing UUP from meeting its fiduciary responsibilities to bargain collectively on this mandatory issue.

As the 2006 Negotiations Team proved, it is demonstrably the case that there are indeed “local impediments” across the state that block chapters from achieving equitable salaries for part-time academics. Achievement of a salary minimum for its most exploited members is the litmus test by which UUP and NYSUT will be judged in the context of the national struggle for equity. As AAUP stated the case in 2003,

All faculty work should be compensated fairly. Positions that require comparable work, responsibilities, and qualifications should be comparably compensated, taking into account variations by discipline, seniority, and departmental priorities. As the Association recommended in 1993, compensation for part-time appointments, including those in which faculty are currently paid on a per-course or per-hour basis, should be the applicable fraction of the compensation (including benefits) for a comparable full-time position.
(<http://www.aaup.org/AAUP/pubsres/policydocs/contents/conting-stmt.htm>)

Determining Pro-rata Salary

For the UUP bargaining unit, comparability between part-time and full-time academic faculty teaching contingently is not difficult to determine, because these positions generally require the same qualifications and responsibilities, and the part-time salary could be pro-rated as a portion of the full-time salary. For example, at a campus where a full-time lecturer is paid the minimum starting salary specified in the Agreement for teaching four 3-credit courses a semester, the semester salary of someone who teaches two courses should be at least half of that sum. If the full-time employee's obligation is five 3-credit courses per semester, then the part-time employee on the same campus who teaches two 3-credit courses per semester should be paid at least two-fifths of the full-time employee's salary.

Not insignificantly, as Wes Kennison has pointed out, tying the salary minima of part-time academics to the salary minima for full-time academics stipulated in the Agreement would serve the important purpose of according to part-time academics the incremental raises to starting salaries negotiated by UUP. But this is only a start. To achieve salary equity, UUP needs to develop a full set of salary comparisons between part-time and full-time academics who have taught the same number of years.

Part-time academics who teach at Empire State College contract to deliver individual mentoring, yet equivalencies here could also be derived by comparing the student credit hours delivered by the part-time employee with the number of student credit hours supervised by the full-time faculty at ESC, so that an equitable minimum salary could be identified. Even at an institution such as Stony Brook, where the full-time contingent positions closely resemble the tenure-track positions, the salaries of the small number of part-time academics there should be formulated in relation to their full-time colleagues'. If a clinical lecturer averages \$63,000/yr and an adjunct at the same institution averages \$31,500/yr, the part-time employee must be doing roughly half the work that the full-time employee is doing; if not, the salary should be adjusted. It is difficult to compare some part-time academic contingent positions with some full-time academic contingent positions, but UUP can and must come up with an equation that will serve all its members fairly.

Salary Raises

Keith Hoeller, author of landmark legislation in Washington State, has framed the discussion of raises for part-time academics in an article published Sept. 22, 2009:

It has been well documented that adjunct faculty members do not receive equal pay for equal work, with most earning only half of what tenure-track professors make to teach the same number of courses. Little attention has been paid, however, to the fact that adjuncts rarely, if ever, receive raises to reward them for their experience and professional development. [...] Little data is available on adjunct salaries nationally, and virtually none on adjunct raises. But the issue of raises for adjuncts may be as important as the wage issue itself, for the lack of raises explains in large part how adjunct salaries got so low in the first place, and why they stay so low despite recent gains in many states.

(<https://chronicle.com/article/Equal-Pay-Means-Equal-Raise/44922/>)

Although SUNY's part-time academics do receive contractual raises negotiated by UUP, the practice of awarding across-the-board percentage increases to all teaching faculty has always meant that the people with the highest wages receive the largest raises, and over time, the wages of part-time and full-time contingents become less and less comparable to their tenure-track colleagues' wages. Percentage raises work the same way that compound interest does, and the lifetime earnings of a UUP member depend heavily upon the timing and amount of increase upon the base starting salary.

The salaries of part-time employees increase so little and so slowly that many UUP members and fee-payers who do not have a second income face the prospect of poverty when they retire. This forces many of them to resign their jobs at SUNY, after several years of hoping that their work will be properly rewarded, to seek full-time employment elsewhere. The periodic surveys of part-time employees cannot clarify the issue of turnover, especially among those who have already quit.

The only way to make percentage raises equitable is to make the base salaries equitable. Failing that, UUP should consider negotiating some combination of percentage and standard-amount increases across the board.

Advancement Opportunities

A part-time employee in Career Services at a comprehensive college describes how contingency has affected her professional life:

I have served as Technology Chair and Board Liaison in SUNYCDO for the past several years, but as SUNY is on shakier and shakier ground, I have had to scale back from that role to ensure that if I were not employed, the organization could still meet its goals without my assistance. I was asked to run for Professional Development Chair and Board Member, but needed to decline partially because I am unable to project my employment beyond my contract end date. Though I

believe it is the college's intention to keep my position, my lack of job security prohibits me from contributing fully to my profession.

In order to advance, employees need opportunities for professional development. Contingent employees, however, are not expected to advance far, and they are rarely in a position to take advantage of such opportunities as come their way.

In general, campus resources (internally funded grants) are reserved unilaterally for both academic and professional employees eligible for continuing or permanent appointment. Advertisement of opportunities can be confusing or misleading; an announcement of available grants for research may be sent to all academics when contingent faculty applications will not be accepted. Written guidelines in the handbook may not differentiate eligibility. It is even difficult for contingent employees to obtain institutional sponsorship of externally funded grant applications; guidelines may state that contingent employees are ineligible without adding that they can be made eligible if they persevere and apply to the supervisor or dean for a waiver. Where an institution operates according to an unwritten policy, the applicant will find it exceedingly difficult to determine his or her eligibility.

UUP reserves 15% of its own Individual Development Awards for part-time employees. But it also requires an applicant to pay in advance for the project that the award will cover if the application is successful. Most part-time employees cannot afford to undertake projects on the chance that they may be reimbursed. It often happens as a result that some of the 15% is returned to the larger fund for full-time employees. Indeed the policy of reimbursement is so burdensome, better-paid employees also decline to apply, with the result that the IDA awards are often granted to the same few applicants.

As these examples indicate, the opportunities for professional development necessary for advancement will be useful to contingent employees only if they are designed programmatically as affirmative action.

Full employment itself is a form of advancement. At many campuses, faculty teaching contingently are limited to a maximum number of credit hours each semester. Such limits are supposed to prevent a part-time employee from carrying a workload equivalent to a full-time employee without the commensurate salary, but their actual effect is to multiply part-time positions. They also prevent part-time employees who wish to make a career of teaching from working on a single campus, and this effect is equally counter-productive, since many employees take part-time work at multiple campuses, even within SUNY. No labor union is justified in opposing full employment, and UUP should challenge such limits at every turn. As is often noted, the proper way to limit the number of part-time positions is to make full-time positions available instead, and UUP has a fundamental interest in seeing that such positions are offered first of all to its current members and fee-payers.

Unlike any other SUNY college, Farmingdale offers part-time academics a plan for advancing in rank (see case study in Chapter 3 and also Appendix E). It takes a

minimum of fifteen years for an Adjunct Instructor to advance to the level of Adjunct Full Professor, with a total raise of approximately \$1000 per three-credit course. For the sake of equity, such a plan should be made available to part-time academics throughout SUNY, in the same way that any tenure-track faculty member at any campus is eligible to apply for promotion to the next grade of professorial rank. It should not be left to chapter leadership to attempt to persuade the management at each campus to institute a system of advancement for part-time employees; to be equitable, it should be negotiated as a contractual matter.

At some campuses, full-time lecturers are granted opportunities to advance over their career, as should be the case throughout SUNY (see case study of Cortland in Chapter Three), but such opportunities as exist at present are strictly limited and soon exhausted. Where a minimum number of years in each rank are required before employees are eligible for advancement, salary increases should be consonant with the minimum number of years it takes to achieve the next rank.

Contingent faculty who apply for tenure-track positions at their own campus are seldom considered as serious candidates. They are not granted interviews, not observed in the classroom, and then not hired. Even their department colleagues seem to think, "If you're desperate enough to have worked for such low wages, there must be something wrong with you." The official reason is usually, "Contingent faculty simply can't compete in a national search; they don't have the credentials." Yet any fair estimate of "credentials" would include their teaching experience. It takes times to become an excellent teacher. Furthermore, it is simply not true that all contingent faculty who apply for tenure-track positions lack the academic credentials of outside candidates. Many of them have terminal degrees, publication histories, and a record of valuable service to the college. In fact, some employees classified as lecturers should have been hired as instructors and made eligible for continuing appointment from the outset of their hire.

UUP ought to work harder, not only with management but also within its own ranks, to abolish the prejudices against contingents that such practices reveal. Exclusion of contingents from the collegial life of the university is at the heart of the prejudicial treatment they receive; and including them in faculty governance would go some way toward integrating them as peers. So, too, and in larger measure, would including them in the governance of UUP, and this much is immediately within UUP's power.

**CHAPTER THREE:
DATA ON CONTINGENT EMPLOYMENT, CASE STUDIES, AND
FURTHER RESEARCH**

THIRD SET OF RECOMMENDATIONS

RECOMMENDATION 11:

that UUP determine the current number of delegates who are contingent employees, both in absolute terms and as a percentage of the total number of delegates, and that it regularly publish this information prominently for the full bargaining-unit to consider.

RECOMMENDATION 12:

a) that UUP use every available mechanism, including the next Negotiations Survey,

- to determine at least approximately the teaching load carried by contingent employees at each campus and across SUNY: both the number of student credit-hours delivered and the percentage of total credit-hours; and
- to determine as precisely as possible how many of its members and fee-payers are currently working in part-time positions at more than one institution, firm, or business and how many would prefer to have a full-time position on a single SUNY campus; and

b) that UUP take a census of all contingent employees, including their year of original appointment, in order to establish patterns of longevity and also interruptions of service, both voluntary and involuntary.

RECOMMENDATION 13:

that UUP identify those campuses which have established policies and procedures for contingent employees to advance in rank and that it determine the number of such employees, part-time and/or full-time, who have actually been promoted in the past ten years.

RECOMMENDATION 14:

that in the first week of every September, Chapter Presidents determine the minimum starting salary, if there is one, for part-time academics on their campuses and that UUP publish this information at the Fall DA until such time as UUP achieves a statewide minimum salary for part-time academics.

RECOMMENDATION 15:

that UUP determine the number of contingent employees, both full-time and part-time, who are female and/or members of minorities on each campus and across SUNY.

Rationale

Data relevant to contingent faculty have been famously hard to come by, in large part because SUNY has not developed its reporting mechanisms to describe them. We have more than enough information to recognize that the prevailing employment practices are inequitable, and we must not postpone action where the necessity has become self-evident. But one measure of the problem is that contingent faculty are not identified consistently across SUNY.

The State is required by the Agreement to provide UUP, on a quarterly basis, with a complete account of the workforce, including “addresses of record.” To send paychecks and W-2 forms, of course the State must have a current address for every employee. Nonetheless, UUP is often at a loss to locate contingent employees because the addresses reported by SUNY are inaccurate. To give effect to the purposes of the Agreement, UUP might well seek greater specificity in Article 16, requiring that all addresses be current and that wherever possible they include email.

It is worth remarking in this respect that nearly 44% of part-time academics and 31% of part-time professionals are fee-payers, amounting to 17% of the bargaining unit. No doubt many of them suppose themselves to be UUP members. Without their signatures, however, UUP cannot count them as such, and it cannot reflect the actual structures of the workplace.

To develop information that the State does not supply, UUP relies on surveys, including one in 2006 that targeted UUP members and fee-payers working contingently. The Negotiations Survey is also an important resource every four years. These data sets remain unpublished, however, and while they have been reported to various groups within UUP and are available to authorized visitors to UUP in Albany, they do not serve the important purpose of enabling the entire bargaining unit to know and organize itself.

Useful as surveys are, they are necessarily inadequate when the population surveyed is characterized by such large inequities, discrepancies, and anomalies. With expert assistance from Dr. Fred Floss and various chapter officers, the Task Force has tried persistently to develop detailed profiles of contingent employees across SUNY and at the five campuses of our case studies, but only with limited success. Apart from dedicated individuals working independently, we have found no reliable source of statistics for describing terms and conditions across SUNY; and we have not been able to discover a regular, institutional mechanism for this purpose.

In default of data from SUNY that are comprehensive and coherent, the Task Force recommends that UUP develop a reporting system of its own, with an officer at each chapter to assist UUP Research and the statewide Membership Officer. UUP's standing committees are also prepared for this work. We shouldn't need to rely on special surveys nor even on Task Forces for the basic kinds of information that we gather daily in each class and task, particularly with respect to the vicissitudes of contingent employment.

Numbers of Contingent Employees by Type

The importance of increasing UUP's efforts on behalf of the contingent employees it represents is underscored by the fact that, as of December 2009, they number 10,920 and thus *constitute a third of the bargaining unit*, or 34%.

**TABLE 2:
Profile of UUP Bargaining Unit**

CATEGORY	total bargaining unit	% of bargaining unit	fee-payers in bargaining unit	% of bargaining unit	average salary	median length of service in years
Total Full-Time Academics	11,208	34%	1,180	4%	\$79,708	10
Total Part-Time Academics	6,784	21%	3,004	9%	\$12,988	6
Total Full-Time Professionals	12,125	37%	714	2%	\$62,797	9
Total Part-Time Professionals	1,966	6%	606	2%	\$17,386	6
Part-Time Contingent Academic:						
Adjunct	3,091	9%	1,586	5%	\$14,589	5
Lecturer	2,354	7%	1,122	3%	\$9,478	6
Clinical	673	2%	212	1%	\$27,000	6
Full-Time Contingent Academic:						
Lecturer	637	2%	104	0.3%	\$51,032	9
Clinical	2,199	7%	339	1%	\$77,916	4
Part-Time Noncontingent Academic	663	2%	152	0.5%	\$46,411	10
Full-Time Noncontingent Academic	8,373	25%	737	2%	\$84,869	12

Notes:

The numbers are from the December 2009 Salary Tape.

There are no full-time adjuncts by definition; non-contingent part-time academics are retirees with continuing appointments.

Numbers may not add to 100% because of rounding within categories.

Adjunct salaries are calculated using the average weekly salary and 2 courses per semester/4 courses per year.

Salary averages include those with \$0 salary who are on the salary tapes, so underestimate average salaries, particularly those of part-time employees.

Blocks of data cannot be added up in columns because they include the same individuals broken down in different categories of employee.

For an actual count of the bargaining by type of appointment, UUP must rely on salary tapes and other data provided by SUNY. These are notoriously inconsistent, however, above all in their assignment of titles. Table 2, for example, distinguishes between adjuncts and part-time lecturers, but without any indication of the difference. We understand that while adjuncts are paid by the course, part-time lecturers are not, and they may have extensive duties other than teaching. It is interesting to note that the non-contingent part-timers, retired employees with continuing appointments, have an average annual salary of \$46,411 in comparison to the average annual salary of their contingent part-time colleagues, the adjuncts, who earn an estimated \$14,589 annually, and the lecturers, who earn \$9,478.

Turnover

Table 2 shows that part-time employees, both academic and professional, maintain their positions for a median length of six years, the same length of time as the probationary period for continuing or permanent appointment. Since it does not show the reason their part-time appointments end, it may be supposed either that they took full-time positions at SUNY or that they left voluntarily for work elsewhere. With respect to the first possibility, however, contingent employees generally and part-time employees in particular lack meaningful opportunities for advancement. With respect to the second, UUP's 2006 Part-Time Survey gives evidence to the contrary. As the question was put, 50% of the respondents indicated they would accept a full-time position at SUNY if it were offered to them, and another 14% indicated they might. This suggests that most part-time employees are satisfied with their work but not with the current terms and conditions. Again the survey does not explain the reason that some of them hesitated, whether it was a sign of better prospects elsewhere or of a settled demoralization here. In any case, it is clear that part-time employees are lost to SUNY routinely, having served as many years as are required of other employees to qualify for continuing or permanent appointment. It goes without saying that they are lost to UUP, as well.

In future, UUP might consider reframing its stance toward retrenchment and other programmatic reductions of the workforce according to the labor movement's time-honored principle of seniority rather than the principle of rank, upon which it is currently based, as a way of making the loss of employment less of a threat for those who have served longer than the probationary period but are still not eligible for continuing or

permanent appointment. Such a shift is indicated in Appendix D, a statement on workforce reduction.

Salaries

For a more accurate description of its membership than SUNY is willing or able to provide, UUP undertakes targeted surveys. The 2006 survey was the last one devoted expressly to part-employees, but the most recent, in the fall of 2009, produced the following information on contingent salaries, for part-time employees on academic appointments:

**TABLE 3:
Number of Classes Taught and
Salaries per Course for Part-time Academics**

Classes Taught This Semester	
Classes	Percent
0	14.91%
1	19.30%
2	39.47%
3	14.91%
4	5.26%
5	2.63%
6	3.51%

Percent Salary Per Course Last Time and First Time		
Course	Last	First
\$0	14.12%	16.44%
\$1-2000	16.47%	38.36%
\$2001-2500	23.53%	19.18%
\$2500-3000	16.47%	10.96%
\$3000-3500	9.41%	6.85%
\$3500-4000	4.71%	0.00%
\$4000-Up	15.29%	8.22%

UUP has confirmed that its membership survey and the SUNY salary tapes agree, to this effect: “the average number of classes taught is 1.96 per semester, and the average salary for all part time classes (adjusted) is \$3,460 per class.” The adjustment is to the second part of Table 3, where it would otherwise appear that less than 30% of part-time academics earned more than \$3000 per course last semester. Table 2, derived from SUNY, shows that part-time academics earn an average of \$3,647 per course after six years. The lowest per-course starting salary reported on the 2009 member survey was \$1,200. It is distressing that in their first semester of teaching, even if it was as long ago as 2003, 38% earned between \$1 and \$2,000 per course. The adjustment here may be

owing to part-time clinical faculty holding unsalaried positions, but this is no less unjust an arrangement for UUP to confront and redress.

Share of Workload Carried by Contingent Faculty

Contingent faculty on professional appointments, either part-time or full-time, are supposed to be evaluated regularly on the basis of performance programs, and they are compensated on the basis of a 40-hour week. Regular evaluation and full-time work might be assumed to provide some measure of reliability and stability. Even so, the Task Force has not been able to discover the proportion of work that part-time professionals are typically assigned to perform and on what terms. The lack of definition in contingent employment, even in professional offices where it is thought to be strictly controlled, makes it impossible for us to quantify any abuses by management and to draw from the many anecdotes we've heard a clear account of the systematic wrong.

Contingent faculty on academic appointments are also tasked with an ill-defined share of the workload. While we need to develop data specific to SUNY, the ratio of contingent to tenured and tenure-track positions has plainly been increasing here, in line with the nationwide trends documented most recently by AFT (http://archive.aft.org/pubs-reports/higher_ed/ReversingCourse.pdf).

The AFT report includes one table that the Task Force tried in particular to emulate. (See Table 4, page 30). It displays the total numbers of all classes taught by faculty type at public four-year comprehensive institutions. We took these numbers to be significant facts, particularly in relation to student tuition and to funding allocations, and we tried to get corresponding numbers across SUNY and at each campus: the total number of classes taught by faculty type (academics) and of hours worked by program type (professionals). Although we have searched the National Center for Education Statistics, we have been unable to find published data of this kind for SUNY.

As a second strategy for academics, we thought it would be possible to extrapolate the same kind of percentages from UUP's Fall 2009 survey, though not by discipline. Again our purpose was to describe the work that contingent academics perform at SUNY, as an absolute number of classes and also as a percentage. We hoped to establish the number of students supervised and the number of student-credit hours delivered by academic contingents. In the end, however, this too proved fruitless.

The third strategy we developed to estimate percentages of the curriculum delivered by academic contingents was to determine the average number of courses taught on each campus by tenure-track and tenured academic employees, to multiply that number by the total number of such employees, and then to subtract this subtotal total from the total number of courses taught. We were advised, however, that only the chapters were capable of developing any of these numbers and that when similar requests had gone out from state leadership, fewer than half the chapters had complied.

**TABLE 4:
AFT's Profile of Faculty Nationwide**

Total number of all classes taught at public four-year comprehensive institutions by faculty type according to discipline: Fall 2003

Discipline	Full-time tenured/tenure-track classes	Full-time nontenured classes	Part-time/adjunct classes	Total classes	Percentage of classes taught by part-time faculty	Percentage of classes taught by contingent faculty
Business	26,424	3,645	8,377	38,446	21.8%	31.3%
Education	28,637	4,773	16,397	49,808	32.9%	42.5%
Engineering/computer sciences	20,908	5,531	7,277	33,716	21.6%	38.0%
Fine arts	20,517	2,897	15,939	39,353	40.5%	47.9%
Health science	15,376	4,051	3,372	22,800	14.8%	32.6%
Human services	15,799	6,020	7,583	29,402	25.8%	46.3%
Humanities	42,612	7,963	21,621	72,197	29.9%	41.0%
Life sciences	14,352	1,681	3,540	19,572	18.1%	26.7%
Natural/physical sciences	38,378	6,804	15,349	60,530	25.4%	36.6%
Social sciences	49,381	6,567	19,718	75,667	26.1%	34.7%
Vocational education	2,630	682	1,901	5,212	36.5%	49.6%
Total	275,015	50,614	121,074	446,703	27.1%	38.4%

Source: U.S. Department of Education, National Center for Education Statistics, 2004 National Study of Postsecondary Faculty (NSOPF:04)

Total number of classes taught by each faculty type was calculated by multiplying total number of faculty by relevant average number of classes taught.

Contingent faculty member refers to full-time non-tenured faculty and part-time/adjunct faculty combined.

Table does not include institutions that do not have a tenure system.

Graduate employees are not included.

(quoted from AFT, Reversing Course: 7)

We were further advised that so many tenure-eligible and tenured employees have contracted for extra service, there is no longer a reliable average for the number of courses they teach on a particular campus. This information was disheartening on two counts: first because it made our search look impracticable and, still more importantly, because it suggested that less vulnerable members of the bargaining unit may not have considered the consequences that such ad hoc arrangements could have for fellow employees working contingently. Similar choices, sometimes the effect of inadvertence and sometimes of indifference, were occasionally reported to the Task Force with respect to inter-session and summer courses.

While we have analyzed some data of the kind that AFT has collected in Reversing Course, we have not managed as yet to develop others:

- average number of total classes taught by faculty and institutional type (academics) ,
- total number of all classes taught by faculty type, according to discipline (academics),

- average number of total hours worked per week by faculty and institutional type (professionals),
- total number of all hours worked per week by faculty and institutional type (professionals),
- percentage of the workforce that are part-time by gender, (academics and professionals), and
- average salary for full-time tenured and tenure-track, full-time contingent, and part-time contingent faculty by campus (academic and professional).

As a last resort, we planned to develop some data on workload by type of employee by concentrating on the different types of institutions described in our case studies, as representative of SUNY as a whole. But this effort failed to bring results, as well. The information in the case studies, however, does reveal important patterns of contingent employment at the various types of institutions.

Case Study at a Specialized Campus: Farmingdale

At the smaller, specialized SUNY campuses, there are few if any full-time contingent faculty. Farmingdale has approximately 500 academic faculty. Of these, more than 300 work part-time. There are no full-time positions to serve as advancement opportunities for part-time academics, but the chapter leadership has managed to institute a system of incremental advances or “steps” for them, each amounting to a raise of approximately \$300 per three-credit course. In fact, few part-time academics are hired at the entry level (Adjunct Instructor) because the salary is so low. A contingent employee who does begin as an Adjunct Instructor may apply for promotion to Adjunct Assistant Professor after three years; an Adjunct Assistant Professor may apply for promotion to Adjunct Associate Professor after five years; and an Adjunct Associate Professor may apply for promotion to Adjunct Full Professor after seven years. It is an ongoing challenge to chapter leadership to ensure the consistent application of the promotion process, and all part-time academics, whatever their level, remain at the mercy of management. They are no more secure in their employment at Farmingdale than faculty with term appointments at other campuses, but they do have opportunities to advance. See Appendix E for the procedures for promotion of part-time academics at Farmingdale.

Case Study at a Comprehensive College: Empire State College

As of spring 2009, the ESC chapter had approximately 1100 members. Roughly 80% of ESC academics are part-time. There are about 165 full-time academics and about 250 full-time professionals. Since the inception of the college in the early 1970’s, ESC management has divided part-time employees into four distinct groups: those who are hired on a significant fraction of a full-time line; those who are restricted to teaching classes, increasingly on-line; those who teach seminar-style study groups; and those who work one-on-one with individual students.

ESC “Part-time” Academics

The group that ESC management calls “line-fraction part-timers” are academics who work at ESC centers and units throughout the state and whose appointment letters describe them as, e.g., quarter-time, half-time, three-quarters-time, etc. They are paid semi-reasonable salaries and are responsible for an annual caseload of students, through a formula based on full-time tenure-track faculty caseload responsibility. Comparable to full-time faculty, they also may have academic responsibilities in addition to instruction. They are usually responsible for advising students in their assigned caseload on individualized degree program design and development; evaluating existing knowledge in their area of expertise for advanced placement credit; and serving on local committees (e.g., assessment review, search) and/or college-wide governance committees. They are also usually expected to be “in the ESC office” a certain number of days each week. The work of this group of “line-fraction” part-time employees is virtually indistinguishable from that of full-time tenure-track faculty, but they are not on tenure tracks.

ESC “Adjuncts”

The group that ESC management calls “adjuncts” primarily provide instruction for semester-length courses, largely to an on-line audience comprised of students who could be residing anywhere in or out of the US. ESC is a calendar-year institution, with five overlapping full terms: full fifteen-week terms begin in September, January, and May, as well as November and March. Adjuncts work during one or more terms, overwhelmingly at ESC’s Center for Distance Learning (CDL). CDL is based in Saratoga Springs, but an adjunct can be located anywhere in the US. Unlike other SUNY campuses, where departments or other management set student enrollment numbers necessary for a course to run, ESC adjuncts are paid for their work on a modified “per-student” basis: for a certain number of students, they get a certain dollar amount, and for the next number of students, they get a certain amount more – and so on until some maximum that is not stipulated anywhere in writing. This piecework payment approach, again unlike anything elsewhere in SUNY, is comparable to that used so effectively by the garment industry in sweatshops anywhere in the world.

At ESC, this large group of contingent employees (400 – 500 over a 5-term year) are paid extremely low wages for teaching on-line courses to small groups of students. For the adjunct, the course preparation is little different if there are 6 students or there are 20 students, but payment varies widely depending on enrollment. Furthermore, since ESC offers 4-credit courses, ESC’s payment to contingent employees on a per-credit basis, even for large enrollments, is probably the lowest in SUNY, certainly the lowest in the comprehensive colleges. Adjuncts may teach the same course to classes of different sizes, for which they will be paid different amounts. ESC adjuncts are also less secure than any other SUNY group, in that they do not know what their salary will be until the roster for the class is finalized, several weeks into the term, when the add-drop period is over. And unlike other campuses where course payments to part-time academics have been negotiated, the ESC chapter has not been able to bring the issue of adjunct payment to labor-management.

ESC Study Group leaders

The group that ESC management calls “study group leaders” teach face-to-face “group-learning activities,” roughly comparable to course seminars. Groups of students meet with their leaders periodically at one of 35+ ESC locations around the state. There are relatively few of these employees, around 50 statewide in a year, and they are the only group of ESC contingent employees who are paid a flat fee amount for their instructional work. A decision based on enrollment is usually made locally, at the center or unit, on whether or not the study group will run.

ESC Tutors/Evaluators

The group that ESC management calls “tutors/evaluators” serve one-on-one, tutoring a student in an individual study in their particular area of expertise, or evaluating the amount and level of the student’s experientially-gained knowledge. Tutors/evaluators are hired locally at centers and units on a one-on-one basis. They are paid a flat amount per student, so what they earn for work of this type will vary, depending on who hires them at what unit or center during which term.

Note: The system of paying academic faculty at a piece rate (per student) is a dangerous model and should be overhauled. Recently, the provost at Cortland proposed to introduce a piecework payment model for courses taught for the overload fee (summer classes, winter session classes, classes in excess of the teacher’s contractual workload, etc.). There would be a basic per course fee, and the faculty member (whether tenured or contingent) would then be paid an additional fee per student, for a total salary that would not exceed the salary paid for teaching the maximum number of students permitted in that type of class. Rather than canceling a course with lower enrollment, the instructor’s wages would be cut as a reflection of the smaller number of students registered.

Case Study at a Comprehensive College: Cortland

In 1999, Cortland’s administration agreed to a Memo of Understanding (see Appendix C) creating full-time lectureships, which now account for approximately 20% of the overall full-time academic positions at the college. Full-time lecturers are expected to teach four three-credit courses or their equivalent (for example, three courses and advising twenty students) each semester. Included in the MOU was a mechanism for advancement affording FTLs three incremental promotions, from Lecturer I to Lecturer II (\$1000 raise), Lecturer II to Lecturer III (\$1200 raise), and from Lecturer III to Lecturer IV (\$1400 raise), for a total of \$3600 in salary increases on base. \$3600 does not seem adequate as the total salary increase apart from the negotiated, across-the-board raises over an FTL’s career, but at least there is an avenue to advance upon.

Unfortunately for part-time faculty, in 2006 the chapter leadership agreed to a revision of the MOU which capped the number of full-time lectureships. Management also reserved the right to hire new faculty as full-time lecturers. When full-time lecturers represent 20% of the full-time faculty in any of the three schools at the college, no one else may be appointed to a full-time lectureship in that school. The cap is now reached in each

school, so that long-serving part-time academics who want full-time work have no prospect of advancement any longer. Department chairs can only hire new part-time faculty to do the additional work that current part-time faculty are qualified for.

The Cortland Chapter has also adopted a Policy Statement on Workforce Reduction which, in the event that it becomes necessary to non-renew temporary and term-appointed employees, requests that the administration take specific steps beyond the seniority protections of the Agreement to provide as much job security for those employees as possible under the circumstances (see Appendix D).

Case Study at a University Center: University at Albany

As of September 2009, there were 32 full-time contingent academics at UAlbany, out of a total of 376 part-time and full-time lecturers. The majority of full-time contingent academic appointments are in the College of Arts and Sciences, with departments such as East Asian Studies (2), English (3), and Languages, Literatures and Cultures (5) appointing full-time lecturers either to teach full-time loads or to administer departmental or university projects or programs. In English, one full-time lecturer teaches two courses and is Director of the Writing Center, while the other two, after decades as full-time lecturers, were appointed as Visiting Assistant Professors (still a qualified academic rank). In Languages, Literature and Cultures, full-time lecturers either teach full-time loads or divide their teaching with directing and supervising the department's enormous University in the High Schools Program, which offers several hundred language courses carrying UAlbany credit through an arrangement with local high schools.

In addition, two units listed as "Other" consist entirely of contingent full-time lecturers: UAlbany's Educational Opportunity Program (5) and a program called "Project Renaissance" (6) – a kind of first-year studies program.

At SUNY University Centers, the pressure on tenure-track faculty to produce scholarship results in a demand for reduced teaching loads, which creates a permanent and persistent need for "extra" instructors in lower-level and general education courses. Over the past two decades, this need has manifested most strongly in English and Writing Composition, Languages, and Education, but it appears throughout the academic program – currently at the University at Albany, every single school and department has at least one lecturer. But in the past decade, in addition to replacing tenure-track faculty in the classrooms, full-time lecturer appointments have increasingly been used to replace tenure-track faculty in positions directing special programs or departmental services. So UAlbany full-time lecturers generally either function as full-time instructors, teaching a full load, or split their time between instruction and program administration. In general, their appointment obligations are quite different than tenure-track faculty. For the most part, they are not expected to publish or to serve on committees, and depending on departmental bylaws or culture, they have a generally restricted role in departmental governance. So unlike the Health Sciences campuses, UAlbany's contingent academics

have obligations and expectations that are markedly different than those for tenured and tenure-track academics.

At UAlbany, 98 out of a total of 376 full- and part-time lecturers have served continuously for more than 10 years. However, since publication and service are a precondition for "tenure" at the research universities, full-time lecturers are commonly seen as being unqualified for continuing appointment, despite having served for decades. This makes job security a vexing issue for UAlbany full-time contingent faculty, who generally feel that they are more vulnerable than their departments or programs.

Full-time contingent faculty in Language, Literatures and Cultures who are involved in the University in the High Schools Program in general feel fairly secure – the UHS program is an income generator for the University, and although workload is always an issue, it is highly unlikely the program would ever be discontinued. However, University programs like Project Renaissance and, in some ways, the Educational Opportunity Program, feel much more vulnerable. There has been considerable opposition in faculty governance to the Project Renaissance program, and other, different configurations have been proposed. These lecturers have historically been awarded 3-year contracts, but because of the budget crisis last year, these were cancelled and replaced with single-year appointments.

The practice of creating units of non-tenure track academic faculty as an alternative to assigning tenure track faculty to provide instructional services is becoming more and more common. In 2005, a UAlbany Blue-Ribbon Task Force on Writing recommended the University hire a director and ten full-time lecturers, with specific recommendations for workload and compensation, to teach their proposed freshman composition requirement. The Task Force recommendations were never adopted, as its proposal was seen as too expensive, but the concept of creating a whole instructional unit out of non-tenure track lecturers was considered to be the only viable solution.

Case Study at a Large Research Center: Stony Brook HSC

Examining the contingent positions at the Health Science Centers reveals that the lines between contingent and tenure-track have become more blurred there than anywhere else in the SUNY system, in particular the various components of the structures of "Qualified Rank." Some of the most extreme contradictions occur at Stony Brook, where hybrid positions have been proliferating, and it is difficult to understand why many of these positions are not tenure-track. The majority of full-time faculty in the School of Nursing, the School of Health Technology and Management, and the newer faculty in the School of Medicine are full-time contingent faculty. There are very few tenure-track faculty in these schools. Part-time contingent faculty are also employed there, but the full-time contingent academics provide most of the teaching both in lecture and online classes. In addition, they provide clinical education and have advisement and committee responsibilities. They are given a broad range of responsibilities, to which new responsibilities are often added as the school's needs emerge. Workload continues to be

an issue, especially in times of program expansions. Some advancement is allowed, and promotions are generally supported within the qualified academic ranks, which is not to say that the same is true at all of the Schools within Stony Brook. It rarely happens, however, that a member of the contingent faculty is reappointed to a continuing or permanent position.

Job security is a major issue for these HSC full-time contingent academics, who feel that they are particularly vulnerable since their salaries may be similar to those for full-time tenure-track positions, and eliminating their positions may be seen as an attractive cost-saving measure. Many of these faculty have served in their positions for more than 10 years. Whereas full-time academics on other campuses such as Cortland are often awarded three-year terms of appointment, at Stony Brook this year, the renewal of the full-time and part-time contingent faculty was limited to 1 year (for those with less than 10 years' service) and 2 years (for those with more than 10 years' service). The only exception was for faculty with a grant that covered greater than 2 years: those faculty would be renewed until the end date of their grant. In the School of Nursing where only 4 faculty are currently tenured, the limitations on job security could pose a tremendous problem in the next 2 years. It is also interesting to note that while only 4 full-time academic faculty in the School of Nursing have tenure, and the remaining 25 full-time academic faculty are teaching contingently, in contrast, all but one professional employee hold permanent appointments. Clearly this process has created a more secure work situation for the full-time employees in professional positions than for those in academic positions in the School of Nursing.

Recently the School of Medicine has developed a tenure track related to teaching scholarship rather than traditional research. Thus far, no candidate has achieved tenure in this way. A major issue is the evaluation of excellence in education, and there are questions regarding the metric by which evaluation of scholarship in education is to be measured. The School of Medicine continues to work on this policy and procedure.

As a further complication, the titles of the Health Science Centers' faculty are misnomers. The only way to get applicants for such positions is to offer professorial titles, but these faculty rarely have PhDs. Though their compensation is different from the tenure-track faculty's, they have titles such as Assistant or Associate Professor. These positions are truly replacements for tenure. Those who hold them are long-term teaching faculty who should be tenured but are not. One esteemed contingent faculty member has been performing successfully in such a position at Stony Brook for twenty years.

APPENDICES

Appendix A: Inception and Work of Task Force

The Task Force on Contingent Employees took shape in the winter of 2009 at the direction of the UUP President and in response to both formal and informal requests from delegates and other members. When UUP's statewide Part-time Concerns Committee made a formal request to the UUP Executive Board to create a Task Force, its purpose was to understand what contingency means for UUP and within SUNY in the most precise and inclusive terms, comprehending the distinct and indistinct relationships among all the different configurations of contingent employment. The UUP Executive Board formulated the following charge, which was issued to the Task Force on Contingent Employees:

To review the issues and concerns of contingent employees within UUP's membership. The task force will recommend necessary actions, policies and/or procedures that would address those issues and concerns. The committee shall report its recommendations to the President, the Executive Board, and the Part-time Concerns Committee.

Appointments to the Task Force on Contingent Employees were made by the Executive Board in March of 2009. The members of the task force are Ross Borden, Fred Floss (ex officio, as Liaison to the Executive Board), Jil Hanifan (ex officio, as the Co-chair of the PTCC), Carolyn Kube (ex officio as the Co-chair of the PTCC), Ellen McTigue, Mark Palmero, Kathleen Shurpin, Anne Wiegard, and Beth Wilson. Peter Brown has participated frequently as an observer.

The Task Force convened for the first time at the Spring 2009 Delegate Assembly, when it voted unanimously to elect Anne Wiegard as chair. The Task Force has since conducted its business via monthly webinars and daily email exchanges. A quorum was present whenever a vote was taken. The Task Force presented a preliminary draft to the members of the PTCC and to other interested parties at the Fall Delegate Assembly and invited written comments through November 15, 2009.

The recommendations in this report were approved by the Task Force by a vote of five in favor (Ross Borden, Mark Palermo, Kathy Shurpin, Beth Wilson and Anne Wiegard), one not in favor (Jil Hanifan), one abstention (Fred Floss) and two not present (Carolyn Kube and Ellen McTigue). The set of comments from the PTCC and the minutes of the meetings are all available upon request from Anne Wiegard, at anne.wiegard@cortland.edu.

The Task Fore gratefully acknowledges the assistance of other UUP members who made significant contributions to this report: Jay Gilbert, Vicki Janik, Jay McDermott, Lori Nash and Steve Street.

Appendix B: “Nine Points” Resolution

Resolution passed unanimously by the UUP Delegate Assembly, September 30, 2006:

Be it resolved, that the Part-Time Concerns Committee recommends the following to the Negotiations Committee for inclusion in the package of demands for the next Agreement between UUP and the State of New York:

1. Include a system of statewide salary minima for all part-time employees based on the negotiated minima for full-time employees.
2. Establish a wage step system for all employees, applicable to part-time as well as full-time employees.
3. Ensure greater opportunities for qualified part-time faculty to obtain full-time employment by providing for the conversion of part-time into full-time positions and by giving priority consideration in new positions to current personnel.
4. Ensure that professional obligations are addressed concerning course load, service and scholarship.
5. Allow more flexibility for contingent faculty to receive benefits, so that, for example, they continue to receive health insurance even if a planned course fails to materialize.
6. Provide equal access to all negotiated benefits, including, but not limited to, Labor-Management funds and programs.
7. Provide that all part-time employees eligible for term appointment be given no less than one-year contracts, and that their relationship with the University be maintained, even if an assignment is not available within the tenure of the appointment.
8. Provide that part-time employees who have taught six semesters shall receive recall rights and two-year contracts.
9. Provide that after two consecutive two-year contracts part-time employees shall receive three-year contracts.

Appendix C: Revised Memorandum of Understanding: Full-time Lecturers at Cortland

This document supplants the Memorandum of Understanding dated May 4, 2000, which describes an agreement between the State University of New York College at Cortland and the Cortland Chapter of United University Professions to establish the academic position of full-time lecturer.

The present Memorandum includes a number of the conditions stipulated in the original Memorandum. The purpose of this Memorandum is to specify the principles, conditions, criteria, and procedures for converting part-time positions to full-time lectureships.

Principles:

1. Full-time lectureships are primarily designed to strengthen the faculty by converting part-time positions into full-time positions.
2. No provision of this memorandum shall be construed as a precedent for determining the professional obligations of the tenure-track faculty

Conditions:

1. All conversions of part-time faculty to full-time lectureships shall be to the title of Lecturer.
2. All such conversions shall be understood as term appointments as defined in the SUNY Policies of the Board of Trustees.
3. The starting salary of each Lecturer shall be whichever is highest: the salary that the Lecturer made in a part-time position, the salary that the Agreement between United University Professions and the State of New York specifies for lecturers or a salary that the College shall determine.
4. The responsibilities assigned to lecturers may vary among departments as specified in the individual appointment letters, provided that they are limited to:
 - a) teaching 12 credit hours per semester or the equivalent consistent with the kind of work that the Lecturer used to perform or would have had to perform in a part-time capacity, such as student- teacher supervision, lab instruction, etc.
 - b) holding appropriate office hours, and
 - c) participating in appropriate committees within the department and consistent with the department's personnel policies.
5. Scholarship, committee work, and other forms of service outside the department shall not be expected of Lecturers nor considered in reappointment decisions. These activities may be considered for advancement decisions, but only at each Lecturer's discretion and, as stipulated in the Memorandum of Understanding on Lecturers' Advancement, when they have made a demonstrable contribution to the Lecturer's teaching.
6. The College may offer a Lecturer extra-service pay for advising, additional supervision or activities not specified in #4 above. The Lecturer may decline such offers without adversely affecting his or her retention or advancement in the College.
7. Appointments of this nature shall occur subject to these conditions and upon agreement

between the State University of New York College at Cortland and the Cortland Chapter of United University Professions. UUP will endorse all requests for full-time lecturer positions when a departmental structural need is established and when the position is not more appropriately filled as a tenure-track position.

8. The total number of full-time lecturer positions in each School will not be allowed to exceed 20% of the total full-time academic faculty (full-time lecturers and tenured/tenure track faculty) in that School.

9. In the event that a full-time lectureship becomes vacant, the department may apply for an FTL position using the established process, including the justification that the department continues to meet the rest of these conditions and criteria.

10. In the event that a tenure-eligible position is accorded to the department in which a full-time lecturer(s) exists, lecturers may apply, and their applications shall be considered without prejudice.

Criteria:

1. Full-time lectureships shall be granted to departments that have demonstrated a structural need for them by a long-established pattern of hiring part-time faculty.

2. Full-time lectureships shall ordinarily be awarded to current members of the faculty who have been serving the College in part-time positions. If more than one part-time faculty member is eligible for a full-time lectureship within a department, seniority with the department shall be a consideration. The College has, in the past, created a few FTL positions where those hired were not drawn from the ranks of currently serving part-time employees. While the College itself wishes the number of such appointments to remain as small as possible, it wishes to retain the flexibility to do so again in the future. It will always solicit UUPs endorsement when and if it does so again, subject to the following:

- (1) such appointments will never be used to supplant tenure-track hiring for that position where that is feasible
- (2) such hiring will occur only when no current part-time employee exists who can adequately perform the job

The routing sheet for Full-time Lecturer Requests is attached to this document as an appendix so that the procedures for requesting such appointments are clear.

Appendix D: Policy Statement on Workforce Reductions Among Temporary and Term Appointees, Cortland Chapter, February 19, 2009

Academic and professional faculty are essential to SUNY. On this understanding, UUP seeks to ensure continuous employment for all those in the bargaining unit who have successfully met their academic and professional obligations. Article 35, §1 of the Agreement establishes procedures and protections in the event of retrenchment. This Policy Statement describes UUP's view of workforce reductions short of retrenchment.

UUP recognizes that in accordance with the Board of Trustees Policies, "A temporary appointment may be terminated at any time" (Article XI, Title F, §1) and, furthermore, that "No term appointment, of itself, shall be deemed to create any manner of legal right, interest or expectancy in any other appointment or renewal" (Article XI, Title D, §4).

Within these limits, UUP's Cortland Chapter is prepared to assert its interest in maintaining employment for every member of the bargaining unit. In its view, this is consistent with the responsibility and interest of the College in maintaining a stable, experienced, and demonstrably effective faculty. UUP opposes any reduction of the workforce except in cases of termination for cause or inadequate enrollment, and if systematic reductions should prove necessary, it must oppose any not accomplished by attrition, which is least damaging to the continuity, stability, and morale of the College.

UUP recognizes that temporary appointments are designed either to meet temporary needs or, in cases where the needs are structural and ongoing, as probationary. With respect to probationary appointments, the Board of Trustees Policies provides that after six consecutive semesters, further employment shall be on the basis of a term appointment. It also provides that in computing consecutive years of service for the purposes of appointment or reappointment, periods of leave "shall not be deemed an interruption of service" (Article XI, Title D, §2b).

As UUP understands these provisions, they represent the College's proper interest in retaining faculty both for the purpose of meeting individual assignments and also for the purpose of enabling the whole faculty to do its work. Any systematic reduction of the workforce would necessarily affect the terms and conditions of employment for the remaining workforce. Accordingly, as UUP shares responsibility with the College for the terms and conditions of employment, it is properly and actively concerned with the impact of any and all budget stringencies on the current workforce.

If changes in funding make it necessary to consider reducing the workforce, UUP requests that the College provide the Chapter President in advance with the relevant information, including but not limited to the concerned employees' names, positions, terms of appointment, and years of service.

If it is determined that workforce reductions among temporary and term appointees are unavoidable, UUP requests that they be implemented as far as possible in inverse order of appointment, as the Agreement provides under Article 35 in the event of retrenchments;

and, further, that other programs and opportunities for employment at SUNY be made available to temporary and term appointees, including but not limited to

- a. leaves of absence without pay;
- b. reductions in time base or workload;
- c. temporary or permanent reassignments to other positions on campus;
- d. extension appointments to augment reductions in time base or workload;
- e. notice of any and all reemployment opportunities;
- f. special consideration for reemployment within four years should the opportunity arise.

With such measures in view, UUP trusts that it will be consulted in a timely way whenever the College does not reappoint any member of the academic or professional faculty who has been recommended for reappointment in the appropriate department or professional area, in order to explore alternate means of continued employment.

Appendix E: Guidelines for Promotion for Part-time Faculty at Farmingdale

Promotion in Rank

The promotion process for adjunct faculty occurs after the promotion process for fulltime faculty and become effective in following spring semester. Below is the process as outlined which will be distributed to all adjuncts through their departments.

PROCEDURES FOR PROMOTION OF ADJUNCT FACULTY (subject to change):

It is understood that requirements made of full-time faculty with term appointments and adjunct faculty are not the same. A rank held by an adjunct shall not determine the rank of initial appointment if the individual were to be given a full-time position at the College. Therefore, the criteria for appointment to rank and promotion are not identical. The primary focus for consideration for promotion of an adjunct faculty to be addressed will be:

- a. Academic qualifications appropriate to faculty rank;
- b. Knowledge of subject matter and teaching ability as evidenced in evaluative documents.

EVALUATION:

Department Chairs/Coordinators are encouraged to evaluate adjunct faculty in an ongoing manner in order to provide documentation for promotion recommendations. Additional documentation which supports knowledge of subject matter and teaching ability, as well as copies of all evaluations, are to be forwarded to School Deans and the Provost's Office as they occur for inclusion in official adjunct files.

A suggested timeframe for classroom observation of adjunct faculty is the first and second semesters of teaching, and every third semester thereafter. Additional observations should be conducted as necessary at the discretion of the Department Chair/Coordinator. **All adjunct faculty who wish to be considered for promotion must have a classroom observation by a full-time tenured or tenure track member of the department within the last two academic semesters of employment, which includes the current semester.**

PROMOTION PORTFOLIO:

The adjunct promotion portfolio, compiled and submitted by the adjunct faculty member to the Department Chair, shall include:

- A letter of recommendation for promotion from the Department Chair;
- A classroom observation by a full-time tenured or tenure track member of the department within the last two academic semesters of employment, which includes the current semester;
- An updated curriculum vita, including a list of courses and the dates those courses were taught at Farmingdale State College;

- Any other documentation which supports knowledge of subject matter, teaching ability and student evaluation (a suggested student survey is attached). Assuming all factors are equal, the deciding factor will be number of years of adjunct teaching. As in previous years, only semesters employed will be counted. Summer and winter sessions are excluded. The minimum number of years* in each rank before consideration for promotion will be:
Instructor to Assistant Professor 3 years
Assistant to Associate Professor 5 years
Associate to Professor 7 years

* The academic year is comprised of two semesters of teaching, not including summer sessions and winter intersession.

DEADLINES:

October 15th - Adjunct promotion portfolios are to be submitted to their chairs.

October 31st - Recommendations for promotion (in ranking order) are to be forwarded to the appropriate School Dean by the Chair, accompanied by the adjunct promotion portfolios.

November 15th - The Deans will review all recommendations based on the criteria listed above and, mindful of any budgetary constraints, will forward a recommendation to the Provost.

(Revised April 2009)