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## Countering Contingency?

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## Countering Contingency?

Richard Westbury Nettell (UHPA)

The University of Hawai'i Professional Assembly (UHPA) represents higher education faculty across the state, in a system that includes one major research university, two four-year colleges, and six community colleges. Qualification to be a member of the bargaining unit (and receive full health benefits) is 50% employment. Furthermore, the term "faculty" includes not only instructional faculty (including lecturers, who are by definition temporary, and instructors, who are longer-term but non-tenure-track), but also researchers, librarians, counselors, and others who come under the general designation of specialist. This basically means everyone working in the state's higher education system is part of the union (UHPA) except secretarial, janitorial, grounds, and maintenance (who are represented by the local government

union HGEA), and the university administration (deans and above), who are not unionised.

The two most recent (2003-2009 and 2009-2015) contracts between the University of Hawai'i Professional Assembly (UHPA) and the Board of Regents have gone some way to mitigate, and perhaps to some extent to counter, the threat posed by the increased use of contingent faculty in higher education across the US, which is to be understood as a symptom of the greater privatization of even public universities and, ultimately, as a threat to the inseparable foundation stones of higher education: tenure and academic freedom.

## **Minimum Salaries**

Although it was rejected as a deal-breaker by the university administration in negotiations for the 2003-09 contract, for the 2009-15 contract UHPA was able to negotiate the introduction of a set of minimum salaries (with regular increases) applicable across the board, regardless of faculty classification, for all ranks (two through five), which in terms of instructional faculty is I2 non-tenure-track instructors to I5 full professors. Setting minima, apart from granting a good number of the least paid at all ranks and campuses immediate increases, has also helped to counter the ploy of university administrators to designate position numbers (and therefore the faculty that fill them) as temporary. This is no longer quite as attractive precisely because the costs incurred are now not necessarily reduced by resorting to such a designation.

A separate salary scale (based on course credits) for lecturers is also in the agreement (as well as language to offer priority in terms of course assignment to longer serving lecturers).

### **Limited Term Contracts**

There remain in the system, of course, those who are working in temporary positions (and, as we all know, there are some faculty who prefer to retain temporary and/or part-time status). Of course, the category “temporary faculty” also includes many researchers on soft money rather than state general funds. However, faculty in longer-term “temporary” positions (defined in the contract as appointment to the same bargaining unit position for five years) are now typically on three-year rolling contracts, which means that the annual contract renewal process extends their contract for a further three years and therefore offers considerably more job

security than before. Similar limited term contracts of between one and three years are also now offered to lecturers who have taught in the same unit for at least eight semesters over a seven year period.

**The Conversion Clause: Temporary to Probationary Status**  
(i.e. non-tenure track to tenure track)

The actual contract language on conversion is, as is usually the case, a compromise. UHPA argued for the straightforward “shall convert,” but this was watered down in negotiations to “the Employer shall make every effort to convert temporary positions to tenure track status.” The principal trigger for conversion is demonstration of continuing need, deemed in one case to be if the position is permanent and fully state general funded and in the other when it has been consistently funded for seven consecutive years using at least 75% state general funds. In both cases, the person in the position has to

meet minimum qualifications (in most cases a PhD, or equivalent, in the subject area and promotion to rank 3 (in instructional faculty that is Assistant Professor). Of course, the faculty member in the position will, in virtually every case, have successfully completed (in multiple instances) the annual Limited Term Contract renewal process. However, the current agreement references only the position and not the person in it (a considerable weakness from my perspective).

On the whole, however, the university administration has cooperated surprisingly well with this section of the contract, in 2005 initially identifying to deans which of the temporary faculty and positions in their colleges would now qualify for conversion and subsequently not seeking to remove or re-configure the language during negotiations for the 2009-15 contract. In fact, the union expects absolutely no interest on the part of the administration to revisit the conversion clause in upcoming negotiations for what will probably be a standard

two-year contract for 2015-17. Nevertheless, it is unfortunately all too fair to say that many tenured faculty are less supportive of conversion, especially when members of their own programs or departments qualify. (I would even suggest that a majority of the UH Manoa faculty would have rejected the conversion clause if they had been allowed to vote on the contract article by article). This in itself may help explain the administration's surprisingly good behavior on the conversion issue: any faculty-on-faculty disputes resulting from this section of the contract are usually allowed to be played out at the lower levels (inside department personnel committees and at the chair's and/or dean's level (the deans, of course, are themselves usually ex-and soon-to-be again faculty and therefore generally very supportive of their colleagues in departmental leadership positions and on DPCs)). So when the conversion clause was first introduced in 2005 (we had been working without a contract for what were practically the first



two years of the first six-year agreement), departments were generally pleased to be able to get onto tenure track the long-serving PhDs they liked, but as then more people have become eligible and have tried to follow the process, they have faced more opposition from their colleagues (including from some of those who had achieved the status themselves via the original conversion clause). Another related problem is that as Manoa is the only major 'research 1 university' for three thousand miles, most of the faculty in non-tenure-track positions hold PhDs from the same (or closely related) department in which they are working.

As an interesting aside, for the purpose of this talk, I have made repeated, but unsuccessful, requests for data on the number of conversions across the system as a result of the contracts over the past ten years or so. Although it could easily add an appropriate box to check to obtain this information, the

university does not collect the data necessary to enable it to differentiate between different types of tenure-track appointments. I obviously know more about my own college. In fact, the current Associate Dean of my college, one that has certainly used relatively high numbers of non-tenure-track faculty, is herself a product of the conversion process in 2006, but even she has no ready data to offer in terms of how many faculty have profited from the conversion clause in the contract, and it is, not surprisingly, a similar story at the state-wide system level. As far as the union is concerned, this perceived lack of need for institutional memory on this issue on the part of the administration is further proof that the conversion clause is not under threat in up-coming negotiations.

However, to give one specific example, tenured faculty members in East Asian Languages and Literatures (EALL) have

spent more than the past year and a half discussing proposals to protect their department from the ramifications of the conversion clause, which ultimately translates into protecting themselves from their non-tenure-track colleagues. To give you some background, tenure-line faculty in EALL typically do not teach 100 and 200-level language classes, and this is possible precisely because (mainly native-speaker) non-tenure-track instructors (initially mostly with MAs) run this very large portion of their course offerings. Since the start of the 2003-09 contract, however, several of the language teaching faculty in this basically two-tiered system have qualified for, and been given, conversion to tenure-track status, while others are now actively working on their PhDs precisely as this qualification should theoretically qualify them for conversion tenure track. However, it is true that most of them either hold or are getting these PhDs in the field of language teaching (either from the Department of Second Language Studies (in the same college)

or from the Language Pedagogy sections of EALL itself. But let us not forget that tenure-line faculty (including those who have gained tenure-track status through conversion) do not (at least currently) teach basic language classes, and given that the department's long-term hiring needs most certainly do not call for a number of additional tenured faculty in Language Pedagogy, the knee-jerk reaction is to make future conversion much harder (or more unattractive) for the individual in the position. This can be done, for example by adding "new" criteria for promotion to the departmental guidelines, for example , insisting on at least two years' teaching experience at a comparable mainland institution (that idea has since been rejected by the administration) or by requiring proof of the "relevance" of the person's PhD in terms of the department's long-term hiring needs. In other words, the tenured faculty in the department will only agree to convert the position (and not the person) if it provides them with an additional tenure-track

appointment in the area of their choosing, which is, of course, automatically assumed not to be the person and area of expertise currently providing the department with a potential tenure-line position.

Of course, a key part of the problem is precisely that tenured faculty in the department don't want to be seen as doing what they are doing (denying access to a tenure-track position to people who have served the department for up to twenty years). So they don't want to resort to brutality towards their "friends and colleagues" by, for example, simply not reappointing potential conversion candidates or reappointing them to a less than 75% time position to render them ineligible for conversion for up to another seven years.

Either way, this is but one aspect of the conversion issue as it is being played out at departmental levels which, ultimately, pits faculty against faculty and union member against union member, while the administration continues to "make every

effort” to comply to the letter of the contract, but not necessarily to its refreshingly humane intent: to grant qualified, long-serving faculty access to tenure line positions.