Contingent Labor Practices in the Yeshiva College English Department: A Case Study

Gillian Steinberg

FOREMOST among writing program administrators’ worries are contingent faculty contracts and their accompanying complications. The constant pressures of hiring and evaluating new faculty members, the pedagogical disadvantages that come with faculty members who are disenfranchised and stretched thin by work at multiple institutions, and, especially, the ethical concerns about unfair treatment of colleagues regularly plaguing writing program administrators. At Yeshiva College, a small, sectarian, all-men’s undergraduate liberal arts college in New York, the English Department has endeavored, particularly since 2010, to implement a series of changes that improve the lives of contingent faculty members and create more equity among all members of our department. Although implementing these proposals has required, and continues to require, concerted effort, our department’s faculty members, working together across ranks and appointment levels, have made significant progress in avoiding some of the biggest potential pitfalls of labor contingency. By including the contingent faculty members in these initiatives and decision-making processes, our department has begun to address, in ways that feel meaningful to all members of the department, some of the difficulties that arise from disparities in the academic hierarchy.

Yeshiva College, one of the nine colleges of Yeshiva University, among which are also the Albert Einstein School of Medicine, Stern College for Women, and Cardozo Law School, is perhaps best known in the world of labor practices for the 1980 United States Supreme Court case NLRB v. Yeshiva University. In that surprising Supreme Court decision, the university’s faculty association sought bargaining rights from the central administration and was denied in a 5-4 decision that has since been used to prevent faculty nationwide from unionizing. This unfortunate history of antilabor activity on the part of Yeshiva University’s central administration led to two decades of a demoralized and subordinated faculty, but the recent revision of outdated and incomplete faculty governance documents and the election of a multi-campus faculty council have prompted some optimism on the part of the faculty concerning its relation to the upper administration.

Longtime tenured faculty members, working alongside new administrators, have attempted to recover from this unpleasant history by taking small steps toward faculty governance and improved tenure-stream working conditions. At the same time, the Yeshiva College English Department has taken significant steps to create more positive working conditions for non-tenure-track lecturers. By working together with full-time lecturers, the department’s tenure-stream faculty members have established superior working conditions for contingent faculty members through four initiatives:

1. Articulating a clear job description that outlines rights and responsibilities for all contingent faculty members

© 2013 Gillian Steinberg
CrossRef DOIs 10.1632/ade.153.63 and 10.1632/adfl.42.3.63
Contingent Labor Practices in the Yeshiva College English Department: A Case Study

Gillian Steinberg

Articulating a Non-Tenure-Track Lecturer Job Description

Composing a job description was among the first and most important tasks in formalizing and professionalizing the English Department’s treatment of full-time contingent faculty members. In consultation with the department’s non-tenure-track lecturers, four members of the tenure-stream faculty developed this document:

Non-Tenure-Track Job Description and Details

Title
Lecturer in Writing

Contract Terms
A two-year contract followed by two possible three-year renewals followed by possible five-year renewals

Teaching Load
Three courses per term (six per year), at least four per year of which must be First Year Writing, three of which will typically be taught in the fall semester

Service Requirements
• Participation in relevant faculty development programs
• Participation in fall orientation program and other relevant first-year programming
• Attendance at two department meetings per term (to be specified by the chair)
• One significant service activity per semester, to be determined in conjunction with the department and department chair

Research and Scholarship (Highly Desirable)
An active writing life outside the classroom

Salary and Benefits
• Starting salary of $55,000 per year, with annual review to determine salary increases
• Full health, dental, and pension benefits
• Standard, nonsabbatical, Yeshiva University–paid parental leave or disability leave benefits, accrued at a rate of twenty days per year of full-time employment
• Up to an additional year of unpaid parental leave
• Travel funds to one conference relevant to appointment per year
• Eligibility to compete for funding from non-tenure-track research funding pool
• Attendance at two department meetings per term (to be specified by the chair)
• Shared office space

Terms of Renewal
Departmental review based on at least two teaching observations, review of syllabi, review of feedback on student papers, review of service to department and college, student evaluations, samples of ongoing writing projects, and a self-reflective portfolio cover letter. Renewal and notification for the first (two-year) contract will take
Contingent Labor Practices in the Yeshiva College English Department: A Case Study

Gillian Steinberg

place in the fall of the second year; for the three-year contracts, in the spring of the second year; and for the five-year contracts, in the spring of the fourth year.

Additional Notes

- These lines will remain non-tenure-track, but individuals holding them may apply for new tenure-track openings.
- The department will revisit departmental needs at the time of each contract renewal.

Some aspects of this document, including the non-tenure-track research funding pool and the (admittedly optimistic) $55,000 average salary, have not yet been put into place because of college-wide budget cuts. Others are in the process of being implemented or have been already, and they reflect several meaningful changes for our full-time contingent faculty members. For instance, never before had the English Department offered contracts of longer than three years to contingent faculty members. In the past, full-time lecturers began on a two-year contract, successful completion of which could lead to a three-year appointment. Thereafter, all appointments would continue in three-year increments. The move to eventual five-year contracts indicates a more significant commitment on the part of the college, a meaningful improvement in job security for the lecturers, and the influence of the MLA’s Professional Employment Practices for Non-Tenure-Track Faculty Members, which recommends that such faculty members “should ideally be hired on three-year contracts with full benefits; after six years, they should be eligible for longer-term review; past six years, they should be given longer (five- or six-year) contracts” (1). Because our job description is relatively new, we have not yet offered any lecturer a five-year contract, but the Yeshiva College dean has indicated support of the plan moving forward, so we will see at the outset of the next contract period whether this part of the document is implemented.

The teaching load for lecturers did not change with the new job description, and one way in which the Yeshiva College English Department has long been a leader in contingent faculty employment is in teaching load: tenured and non-tenure-track faculty members alike have 3-3 loads. Of course, that apparent equity has a number of inequities built into both sides: tenure-stream faculty members, unlike lecturers, are entitled to junior leaves, sabbaticals, administrative course reassign time, and the possibility of course releases for developing and teaching new courses. They also have full-semester parental leaves that are separate from time granted under the Family and Medical Leave Act, whereas lecturers must earn maternity or paternity leaves at a rate of twenty days per year of full-time employment. At the same time, tenure-stream faculty members have significant scholarly responsibilities that are not required of lecturers and a much heavier service expectation. Junior tenure-track faculty members are under intense pressure to publish and still teach a 3-3 load. Nonetheless, the equity in teaching load is a powerful signal of colleagues’ equal worth in the department.

Because more than half the department’s students in any given semester are registered for courses in the First Year Writing Program, and because our lecturers are all members of the writing faculty rather than the literature faculty, the equity in teaching load also reflects a reality of the department: if the lecturers did not bear so heavy a burden in teaching writing, the tenure-stream faculty members would not have the flexibility they currently do to teach upper-level courses in areas of their
Contingent Labor Practices in the Yeshiva College English Department: A Case Study
Gillian Steinberg

literary specialization. A few tenured faculty members regularly reassert this truth, and the fact that most tenure-stream faculty members in our department would prefer to teach even fewer writing classes than they already do has encouraged all department members to feel a personal stake in the lecturers’ job satisfaction. Our writing courses in both the first and second semester are capped at fifteen students per section, so the lecturers’ student load, even in a semester with three sections of First Year Writing, is around forty-five students per term, a relatively reasonable load and one that encourages significant one-on-one interaction with students and a personalization of teaching that cannot occur when student loads are heavier.

Creating a Respectful Work Environment

This job description document also clarifies some aspects of the lecturer position that had never been discussed previously. In past years, for instance, lecturers were expected to attend all department and faculty meetings, even when those meetings were not relevant to their work. This expectation felt excessive to the contingent faculty members, but they hesitated to complain for fear of seeming resistant to participation. This document specifies instead that they will be invited by the chair to two relevant department meetings per semester, a number that the document’s authors and the lecturers determined not to be onerous but to still allow the maintenance of regular communication and close contact among all members of the department.

The document also clarifies the expectation that lecturers will participate in a single service activity without pressuring them to take on additional service as a way to ensure contract renewal. Before the document was created, general announcements were frequently sent to the faculty requesting help with poetry readings, a variety of committees and working groups, the annual writing contest, the English Club, the senior colloquium series, and a number of other events, but lecturers were seldom certain for how many events they should volunteer and ended up shouldering the burden for more than their fair share of such activities. Under the new job description, and at the request of the lecturers, each person in this position has chosen to focus her or his extracurricular work on one service activity: one lecturer organizes the annual writing contest, another serves on the First Year Seminar faculty working group, a third participates in the senior colloquium, and so on. Any additional activities, of which there are many, are assigned to tenure-stream faculty members.

One area about which the writers of this job description had the most debate was the section on research and scholarship. All the department’s lecturers actively write and publish and among them claim a forthcoming novel from a prominent international publishing house, an essay in one of the foremost creative nonfiction journals, conference presentations, published volumes of poetry, plays in production, and a major national fiction award and accompanying book contract. Yet publication has never been an explicit requirement for the position, and the job description’s authors wanted to distinguish between the writing expectations for tenure-stream faculty members and the writing expectations for lecturers, whose positions clearly emphasize teaching above research. Our solution was to describe “an active writing life” as “highly desirable,” phrases we felt would help us in future hiring decisions.
Contingent Labor Practices in the Yeshiva College English Department: A Case Study
Gillian Steinberg

and in renewal evaluations while honoring the many successes of lecturers without restricting them to certain amounts or types of writing.

In addition to these significant measures, the English Department has endeavored to indicate in smaller but still meaningful ways that the work of contingent faculty members is valued as highly as the work of tenured faculty members. For instance, whereas some Yeshiva College departments house contingent faculty members in the cubicles of an adjacent building’s renovated basement, the English Department fought for faculty offices for full-time lecturers on the same floor as tenure-stream faculty members. The workspace for lecturers is identical to that of their tenure-track colleagues: they have office space, desktop computers, and access to shared printers and copiers. The physical marker of contingent faculty members’ offices alongside the offices of their tenured colleagues sends a powerful message to all levels of faculty and, certainly, to students, who need not search the basement cubicles for an English professor.

Instituting a Formal Renewal Policy

Beyond our creation and implementation of this job description document, the English Department has instituted a formalized review process in preparation for contract renewal. This process involves a review of classroom observations; portfolios that include teaching evaluations, sample syllabi, and sample teaching materials; examples of current creative or scholarly projects; and a cover letter in which each lecturer reflects on his or her teaching and writing. In addition to formalizing the work to be considered in contract renewals, we have established a calendar of dates by which each step of the process will take place, including the dates by which lecturers will be notified of their contract status. In the past, lecturers were reviewed in much more informal ways with no regularized portfolios, and they may not have been notified about contract renewals until after the expiry of the previous contract. This new procedure offers some sense of surety about their continued employment and, for those whose contract will not be renewed, sufficient time to search for other employment. Our first implementation of this process resulted in a renewal period that was less stressful than in past years and gave the department as a whole a sense of professionalism and tangible proof of the lecturers’ contributions to the life of the college.

An additional benefit of this formalized contract-renewal process is that upper administrators, who may be less familiar with the work of contingent faculty members than with that of tenure-stream faculty members, have access to portfolios to see the kind and quality of the lecturers’ work. A portfolio that resembles the teaching portfolio of faculty members applying for tenure or promotion speaks the language of the upper administration and makes physically evident the work of lecturers who are often invisible to upper administrators or who may seem to be fully interchangeable and endlessly replaceable.

Eliminating Part-Time Contingency

In addition to the measures described above, the Yeshiva College English Department has embarked on a new curriculum that allows us to eliminate all one-semester
Contingent Labor Practices in the Yeshiva College English Department: A Case Study
Gillian Steinberg

part-time contracts. In 2000, the English Department successfully lobbied to replace some adjunct instructors with full-time composition specialists. Since that time, we have maintained those new lecturer lines while continuing to rely—to a lesser extent, but to rely nonetheless—on between four and eight adjunct instructors each semester, some teaching one course and some teaching two. While we have long observed national standards for part-time labor by not hiring any adjunct for more than two classes in a term, these positions were paid at a rate of $1,200 per credit with no benefits or security, courses were subject to last-minute cancellation due to low enrollments, and the only available office space was in shared basement cubicles.

As part of a college-wide curriculum review, the curriculum working groups decided to move to a new first-year sequence, in which students take the writing-instructive course First Year Writing in the first term and a seminar in the disciplines in the second term. By sharing writing responsibilities with faculty members in other departments during students’ second semesters, we have been able to redistribute the heavy burden placed on the English Department to staff enough classes to serve all first-year students for two full semesters. This redistribution has significant pedagogical benefits, which were the primary motivation for the curricular change, but a happy side effect is the releasing of writing instruction to the college as a whole rather than limiting it to the English Department. The English Department will continue to shoulder a significant number of these courses and administer the courses’ scheduling, staffing, faculty development, and oversight, but the teaching load is now distributed across the college, leaving the English Department with enough full-time faculty members to cover all its classes.

Because we knew well in advance about the impending curricular changes, we were able to inform our adjuncts with a year’s notice that their work would no longer be needed. Of course, for these individuals, our efforts to move toward more ethical labor conditions do not improve their situations, and they are justifiably upset to lose their part-time positions. Yet we hope that once the college sees the pedagogical and collegial benefits of having a department of fully enfranchised faculty members, future hires will inevitably be full-time. This may be wishful thinking, and we may need to fight regularly to avoid a return to reliance on part-time, per-course labor, but we hope that the current change will lead to a deeper and more lasting change in the college’s culture.

Empowering Non-Tenure-Track Lecturers through Programming

Finally, because the new curriculum and its accompanying policy of eliminating adjunct labor require tenured and tenure-track faculty members to teach additional writing classes, we recently offered a two-day faculty development program on writing pedagogy. Although administrators initially suggested bringing in an outside expert to lead the sessions, the English Department decided to use in-house experts: our lecturers. Their expertise as teachers of writing, especially in the unique context of our student population and with their experience having taught under the new curriculum during its pilot phase, made them ideal candidates to teach and guide their tenured and tenure-track colleagues. The Deans’ Office and College Honors
Contingent Labor Practices in the Yeshiva College English Department: A Case Study
Gillian Steinberg

Program provided funding, which would otherwise have gone to bringing in an outside workshop leader and which provided respectable stipends to each of the participating lecturers. The lecturers thus had the opportunity to work together, for pay, to plan the sessions and decide what information would most benefit the tenured faculty members, most of whom have significantly less experience teaching writing. The Deans’ Office also provided money for materials, and so we compiled a bound volume of lecturers’ sample syllabi, assignment prompts, classroom activities, and handouts to share with every member of the department. By relocating power in this way, we reminded all members of the English Department, very visibly, that each of us has something to teach the rest and that the academic hierarchy that exists among us is not necessarily a marker of knowledge, ability, or departmental worth.

In general, we have aimed, as much as is possible, to reach consistency in the treatment of our faculty. The significant differences among contingent and tenure-stream positions are obvious: job security, allowances for scholarly work, the protection of full academic freedom, and lack of uncertain contracts. These differences will, unfortunately, not disappear. At the same time, we have endeavored to eliminate the other distinctions that are, all too often, integral to the lives of contingent faculty members but need not be so. Equitable teaching loads, comparable office space, inclusion in departmental decisions, opportunities to make scheduling requests, participation in the social and curricular life of the department, institutional valuing of one’s writing and scholarship, respectable salaries, an ethical benefits package, and other such markers of respect need not be absent from the lives of contingent faculty members simply because they work off the tenure track. Contingency necessarily means that tenure will not be an option, but it need not mean that contingent faculty members are valued less, that their scholarly and pedagogical contributions are seen as inferior, or that they are excluded—explicitly or subtly—from the lives and work of their tenured colleagues.

If anything, our articulated inclusion of contingent faculty members in the department means that tenured faculty members must work to protect lecturers from taking on more work than they should and that we must all occasionally remind ourselves of our different statuses and their accompanying differences in responsibility. This mindful approach to contingent labor is fully attainable if tenure-stream faculty members are willing to acknowledge and appreciate the ways in which their freedoms and opportunities rest on the work of their contingent colleagues. Several members of the Yeshiva College English Department voice that truth whenever suggestions arise about how we might place additional burdens on contingent faculty members. By reminding our colleagues that contingent faculty members are already upholding their end of a clearly articulated bargain, the English Department is able to avoid the potential pitfalls of depending on lecturers’ contingency to extract additional labor from them.

We hope that a decades-old institutional legacy of disenfranchising faculty members that has not yet fully been fixed from the top down can gradually be improved from the bottom up. By offering contingent faculty members opportunities to be publicly valued and by articulating for them fair and equitably applied responsibilities, we can continue to move toward their more ethical treatment as well as toward
concurrent improvements in pedagogy and departmental collegiality. The essential
differences between lecturer and tenure-stream positions will not be erased, but the
unfortunate and unnecessary inequities that often accompany lecturers’ contracts
can be eliminated or lessened through collegial efforts, supportive administrators,
and concerted attention to the ways that contingent faculty members’ jobs can be
made more transparent, more central to the department and college, and more
closely aligned with tenure-stream positions.

Notes

1. The document’s four authors are Adam Zachary Newton, University Professor of English and
department chair; Lauren Fitzgerald, associate professor of English and director of the Wilf Campus Writing
Center; Joanne Jacobson, professor of English and former department chair; and Gillian Steinberg,
associate professor of English and director of First Year Writing.

2. The first success of this document was in securing a higher salary for lecturers, although the cur-
rent salary is still lower than what we believe the lecturers deserve, and their average salary has not yet
reached our $55,000 goal.

Work Cited