

COLLECTIVE BARGAINING AGREEMENT

Between

THE UNIVERSITY OF DELAWARE

And

**THE UNIVERSITY OF DELAWARE CHAPTER,
AMERICAN ASSOCIATION
OF UNIVERSITY PROFESSORS**

July 1, 2013 - June 30, 2016

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ARTICLE I
AGREEMENT

This Agreement is made and entered into this 22nd day of May, 2013 by and between the University of Delaware, hereinafter referred to as the "University," and the University of Delaware Chapter of the American Association of University Professors, hereinafter referred to as the "AAUP."

ARTICLE II
PURPOSE

The purpose of this Agreement is to promote harmonious relationships between the faculty and the administration of the University, to improve the quality of education and to maintain the high standards of excellence at the University of Delaware, and is the sole and exclusive embodiment of all agreements between the University and the AAUP covering wages, benefits and conditions of employment. It is agreed and understood that the intent and purpose at all times shall be the improvement and maintenance of the education, research and related programs of the University and the welfare of the student body. In the furtherance of the purpose of this Agreement, the parties agree to adhere to the following Statement on Academic Freedom.

Academic freedom is the freedom to teach, both in and outside the classroom, to conduct research and other scholarly or creative activities, and to publish or otherwise disseminate the results. Academic freedom also encompasses the freedom to address any matter of institutional policy or action whether or not as a member of any agency of institutional governance. Faculty have the freedom to address the larger community with regard to any social, political, economic, or other interest. The freedoms enumerated in this policy apply without institutional discipline or restraint save for statements or actions that demonstrate disciplinary incompetence or that violate the University's Professional Ethics Statement (as edited on 2/12/99) or the University's standards pertaining to disruptive behavior (as adopted on 6/1/70). Alterations to these statements made subsequent to the signing of this Agreement do not affect the freedoms enumerated in this Article unless ratified by the UD-AAUP. Academic responsibility implies the faithful performance of professional duties and obligations, the recognition of the demands of the scholarly enterprise, and the candor to make it clear that, when one is speaking as a citizen on matters of public interest, one is not speaking for the institution.

It is understood that this Agreement in no way diminishes the responsibility of faculty, of

department chairpersons, and of deans, directors and other appropriate administrative officials for the exercise of academic judgment.

In this agreement the terms “departments” and “department chairpersons” encompass academic units and academic directors.

Should any conflict exist between the provisions specifically set forth in this Agreement and policies and procedures of the University, the provisions of this Agreement shall be controlling.

ARTICLE III

RECOGNITION

3.1 The University recognizes the AAUP (Delaware Chapter) as the sole and exclusive bargaining representative as certified by the Department of Labor, State of Delaware, in respect to matters concerning wages, salaries, hours, vacations, sick leave, grievance procedures, sabbatical leaves and other terms and conditions of employment as specifically set forth in this Agreement, for all employees of the University in the collective bargaining unit designated by that certification dated May 12, 1972, as follows: All full-time employees who are regular members of the voting faculty of the University of Delaware under the Bylaws and whose appointments are confirmed by the Board of Trustees and no others.

Excluded from the collective bargaining unit are: All administrative officers of the University, including department chairpersons, all administrative and professional staff, Center for Counseling and Student Development staff, all part-time faculty, adjunct faculty members, visiting faculty and all other professional employees not holding faculty rank, all nonprofessional employees and all supervisory employees.

3.2 This recognition covers all full-time members of the voting faculty of the University of Delaware based on their participation in the collective bargaining representative election conducted by the Department of Labor, State of Delaware, on May 10 and May 11, 1972.

3.3 Non-Tenure Track Faculty: Terms of Employment

The *Faculty Handbook* shall contain a complete copy of the policy governing the terms of employment for individuals holding primary appointments as full-time, continuing non-tenure track faculty. Any change to the policy governing conditions of employment for Continuing Non-Tenure Track Faculty that are approved by the Provost during the term of this contract must also be approved by the AAUP.

3.4 Management of the University

The AAUP recognizes that, except as hereinafter specifically provided, the operations and administration of the University, including but not limited to, the right to make rules and regulations pertaining thereto, shall be fully vested in its Board and the President, as the executive agent of the Board of Trustees and the chief administrative officer of the University, and their duly designated representatives. Except as hereinafter specifically provided, nothing herein stated shall be construed as a delegation or waiver of any powers or duties vested in the Board or in any administrator by virtue of any provision of the laws of the State of Delaware or the Charter of the University.

ARTICLE IV

AAUP MEMBERSHIP

Professional Dues Deduction

During the term of this Agreement, the University agrees to deduct monthly membership dues, proportionately each pay period, from the salaries due all members who individually and voluntarily give the University written authorization to do so on the "Authorization of Payroll Deduction of Membership Dues" supplied by the AAUP. The AAUP assumes the responsibility to obtain and deliver to the University said written authorization, or notices of revocation, except the University will have no obligation to deduct or remit the dues payable for the account of any faculty member whose dues deduction authorization form reaches the payroll department less than fifteen (15) calendar days before the semi-monthly pay day for which dues are to be deducted. The AAUP shall transmit written notices of revocation to the University not more than thirty (30) days and not less than fifteen (15) days prior to the expiration date of the current "Authorization of Payroll Deduction of Membership Dues" form. The University shall forward such dues for the previous month's salaries to the Treasurer of the AAUP, University of Delaware Chapter, at an address furnished, in writing, to the University by the AAUP on or before the tenth day of each month. The AAUP agrees to release and discharge the University of Delaware, its officers, agents, and employees from any and all liability whatsoever arising as a result of dues deductions. The AAUP assumes full responsibility for the disposition of monies so deducted once they have been remitted to the Treasurer of the AAUP as set forth above.

ARTICLE V

AAUP REPRESENTATIVES AND PRIVILEGES

5.1 The AAUP, its officers and members shall not engage in union activities, hold meetings on University property, or utilize University facilities in any way that interferes with or interrupts normal University operations or the obligations and duties of faculty members as employees.

5.2 The AAUP shall have the right to make reasonable use of University space, facilities, and equipment in accordance with University procedures, for proper activities related to its position as the recognized representative of the full-time voting faculty. AAUP shall pay reasonable costs for the use of space, facilities, and equipment.

5.3 The AAUP shall be entitled to reasonable use of campus mail, in accordance with University procedures. The AAUP agrees to limit its use of material directly related to its function as collective bargaining agent, and agrees further that the material it distributes by campus mail will not violate reasonable standards of propriety with respect to the language employed.

5.4 The AAUP shall have the right to post at appropriate places on the campus for the benefit of the employees it represents, bulletins and notices relevant to official AAUP business, of a nonpolitical nature, so long as these do not violate reasonable standards of propriety.

5.5 The University shall make available to the AAUP an on-campus, furnished, air-conditioned office suitable for conducting official business. The University shall provide direct phone service in the faculty office of the President of the AAUP.

5.6 The University agrees to provide, at no cost to the AAUP or its members, a complete copy of this Agreement.

5.7 The University agrees to make available to each new faculty member a copy of this Agreement and a copy of the "Authorization of Payroll Deduction of Membership Dues" form.

5.8 Four members of the AAUP bargaining unit will each be given one three-credit course reduction for each full semester, or major portion thereof, during which they represent the AAUP in collective bargaining. This reduction may occur in the semester or semesters in which bargaining occurs, or in succeeding semesters with the mutual agreement of the faculty member and department chairperson/director/dean. In addition three officers or committee members of the AAUP shall each be given one (3) three-credit course reduction for each semester. AAUP members taking such course reductions may be compensated through S-contracts. If deemed necessary by request of the chair or director, college deans shall provide S-contracts to the chairs

of those departments in which faculty members are taking course reductions for AAUP activities as stipulated in this Article 5.8. The AAUP may also purchase six additional hours of release time at the S-contract rate. The AAUP shall make the designations under the provisions of this paragraph and shall inform the Administration in writing the fourth or fifth week of the semester prior to negotiations when final schedule is due of these designations and the semesters during which they will occur to permit adequate course coverage.

5.9 The advice of a majority of the faculty, by a formal vote of the faculty, preferably in a secret ballot within the department or school, will be required for the appointment or reappointment of the department chairperson or school director. The procedures by which this vote is obtained shall be determined by the faculty of the affected department, and shall be consistent with approved departmental bylaws. The vote of the faculty must be communicated to the dean of the college and by the dean to the provost upon the occasion of any recommendation for appointment or reappointment (*Faculty Handbook*). The Provost or Designee shall inform the AAUP of the appointment/reappointment of a chair, interim chair, director or interim director of a department or school.

- (a) In searches to fill faculty positions and positions for chairs/directors, the application materials for all applicants, including *curriculum vitae* and letters of reference, shall be made available to all faculty who are eligible to vote on the appointment.

5.10 A faculty member at the University of Delaware will be terminated within the terms of his or her appointment only for adequate cause (i.e., incompetence, gross irresponsibility, or moral turpitude), except for termination caused by extraordinary financial circumstances. (See *Faculty Handbook*, Section 4: “Personnel Policies for Faculty,” Faculty Appointments and Conditions of Employment: Terminations and Non-renewals). The Provost or Designee shall inform the AAUP President and Contract Maintenance Officer whenever the University issues a written letter of intent to terminate a faculty member. The AAUP contract maintenance officer will have the opportunity to review the evidence relied upon by the University and, with the consent of the faculty member, provide advice and counsel to such faculty member. The Provost or Designee shall inform the AAUP President and Contract Maintenance Officer of the final decision in the matter.

5.11 The University shall maintain the *Faculty Handbook* and the *Policy Guide for Department Chairs and Academic Program Directors* as an up-to-date on-line computer

document that shall be accessible by the faculty at the Provost's website. Both the *Collective Bargaining Agreement* and the *Faculty Handbook* shall be clearly and prominently available on the University website under Faculty Resources. The UD-AAUP website and the University Faculty Senate website shall also be clearly and prominently available on the University website under Faculty Resources.

5.12 The University will provide the following information on each bargaining unit member in the format provided in the past: salary history by college, department, rank, sex and length of contract (fiscal year, academic year, or other), employment history, and promotion list and benefit participation. Under the latter shall be included each member's Blue Cross/Blue Shield type, major medical type, level of TIAA/CREF and/or Fidelity participation, tuition remission participation and course fee waiver participation. In addition, the University will provide the AAUP with the following information: names and departments of new appointments and reappointments with duration of appointment or reappointment, names and departments of all faculty who have had two and four-year peer reviews in the preceding academic year and names and departments of faculty members scheduled for two and four-year reviews in the next academic year, names and departments of faculty promoted, and/or granted tenure each year, names of faculty terminated, names of faculty not reappointed, names of faculty on phased retirement with phased option, names of faculty retired, names of faculty on sabbatical leave each semester, and the average credit contact hours per semester for each department or college where there are no departments. The UD-AAUP shall receive a list of all faculty whose contracts will be subject to renewal in that academic year, including untenured assistant professors beginning their second, fourth and sixth years; untenured associate professors beginning their third years; and CNTT faculty entering their second, fourth, sixth, ninth or thirteenth years, or the fifth year of a rolling five-year contract. These data will also be provided in machine readable form. In addition, the University will provide an annual report to the AAUP summarizing all special salary adjustments awarded under Article 12.8 during the preceding year. The report will show the number of special increases granted in each unit and the reason for each of the salary adjustments granted. The University also will provide dental claims payment data and updates of the reasonable and customary charges as these are established by the dental insurance carrier.

Upon receipt of the information, the AAUP will have the right to monitor whether or not the University is in compliance with the stated conditions of Articles IX, XI and XII as those

conditions relate to individual members of the bargaining unit. Should the AAUP believe that the University is not in compliance with the provisions of Article(s) IX, XI or XII on the basis of the information provided under the terms of this Article, or has failed to supply sufficient or correct information, then the AAUP may request a meeting with the University within twenty (20) work days after receipt of the information, to discuss and agree upon changes necessary to comply with the Agreement.

If the matter is not resolved, the AAUP may file a grievance concerning the interpretation, application or claimed violation of this Article or Articles IX, XI, XII directly with the Provost or Designee within forty (40) work days after receipt of the information. If in proceeding with the grievance, additional information is requested by the AAUP of which delivery to the AAUP would necessitate the identification of an individual or individuals, written authorization to release such identifying information must be obtained by the AAUP from the affected bargaining unit member(s). The Provost or Designee shall inform the President of the AAUP of the name(s) involved, and until the written authorization is obtained, both parties shall preserve the anonymity of the individual(s). The Provost or Designee shall consider the grievance and shall reply in writing to the AAUP within ten (10) work days after receipt of the appeal. If the AAUP is not satisfied with the written decision of the Provost or Designee, it may file a written appeal within fifteen (15) work days as provided in Step 4 of the grievance procedure.

All information specified in Article 5.12 and all other information that the University is required to provide to the AAUP as stated in this Agreement shall be provided to the AAUP by January 15th of each year, except those items that do not accommodate this timeline. The information required for faculty members scheduled for two and four-year reviews in the next academic year will be provided by the University to the AAUP by October 31st of each year.

5.13 In those departments where University service is used as a criterion for faculty evaluation, AAUP service may be considered as an activity appropriate to that category.

ARTICLE VI

BARGAINING UNIT MEMBERSHIP: LIST OF UNIT

The University will, within fifteen (15) days of the close of late registration for the Fall Semester, transmit to the AAUP a list stating the name of each faculty member then in the unit, and will, by the fifteenth (15th) day of the month following the effective date of any changes,

send the AAUP a list of such changes. Should the AAUP disagree with such lists, it may request a meeting with the University, provided such request is made within seven (7) work days, to discuss and agree upon changes in the membership of the bargaining unit. A grievance by a member of the bargaining unit or by the AAUP concerning the interpretation, application or claimed violation of the provisions of this Article may be introduced directly into Step 3 of the Grievance Procedure.

ARTICLE VII

NO STRIKES OR LOCKOUTS

The AAUP and the University subscribe to the principle that any and all differences under this Agreement be resolved by peaceful and legal means without interruption of the University programs. The AAUP, therefore, agrees that neither it nor any of its officers, agents, employees, or members will instigate, engage in, support or condone any strike, work stoppage, or other concerted refusal to perform work by any employees in the bargaining unit during the life of this Agreement. The University agrees that there shall be no lockout during the life of this Agreement.

ARTICLE VIII

GRIEVANCE PROCEDURE

Faculty members who believe there has been a potential violation of the *Collective Bargaining Agreement* should contact the Chair (AAUP Grievance Officer) of the AAUP Grievance Committee for advice as to the merit, or lack thereof, of the alleged violation. If after receiving the advice, the faculty member wishes to file a grievance, he or she may proceed with filing a grievance under the terms of this Article VIII.

The Contract Maintenance Officer shall represent the University of Delaware AAUP in all matters involving the interpretation or implementation of the contract. The AAUP Contract Maintenance Officer shall also represent faculty in matters dealing with sexual and other unlawful harassment.

8.1 A grievance is defined as any dispute or difference concerning the interpretation, application or claimed violation of any provision of this Agreement. In addition, if an administrative action is taken which is not in accordance with the procedure required by the policies specified in Article XVII, Section 17.1, such alleged procedural error shall be grievable.

Complaints or problems related to terms or conditions of employment which are not grievances as defined above may be referred to the University Senate Committee on Faculty Welfare & Privileges. Every attempt shall be made by both parties to resolve grievances arising under this Section speedily and informally by meetings between those directly affected.

A grievant must initiate action under the appropriate step of the Grievance Procedure, in writing, within twenty-five (25) work days of the event which gives rise to the grievance or within twenty-five (25) work days after knowledge of the event is obtained or reasonably should have been obtained. For purposes of calculating time periods under the grievance procedure, University holidays, Saturdays, and Sundays shall not be counted as work days. Likewise, the periods encompassing winter and Summer Session shall not be counted as work days unless failing to do so places an undue burden on either party or unreasonably delays the resolution of the grievance. Time limits are to be adhered to; however, they may be extended by mutual agreement of the parties in writing. It is the intention of the parties to agree to such extensions when they are justified by good and sufficient reason.

The written grievance must include (1) a statement of the action being grieved; (2) reference to the relevant articles of the *Collective Bargaining Agreement* or *Faculty Handbook* and adequate identification of the specific past practices relied upon, if any; and (3) the remedy or relief sought. Upon request by the grievant, the affected administrator shall provide information relevant to the action being grieved. Any dispute as to requests for such information shall be resolved by the Provost or Designee (Deputy Provost/Vice Provost, or comparable position at this level). The grievant shall be apprised of the bases upon which actions are taken during the grievance procedure. Evidence introduced at any step of the grievance procedure shall be provided simultaneously to the grievant, the administration, and when applicable, the members of the hearing panel.

8.2 A grievance filed by an aggrieved member of the bargaining unit of the AAUP shall be handled in the following manner:

Step 1: The grievance shall be presented in writing and signed by the grievant in the first instance to the Chairperson (if the grievant is in an administrative unit with no Chairperson, this step is omitted). The Chairperson shall make every effort to meet promptly with the grievant and shall address the issues raised by the grievance and the appropriateness of the remedy sought. The Chairperson shall reply in writing within ten (10) work days of this meeting, or within twenty (20) work days of the receipt of the grievance, whichever period is

shorter. Copies of the response shall be sent to the AAUP, the Dean or Director, and the Provost or Designee (Deputy Provost/Vice Provost, or comparable position at this level).

Step 2: If the grievant is not satisfied with the response, he or she may file a written appeal to the Dean or Director within ten (10) work days after receipt of the response at Step 1, with copies to the Chairperson, the AAUP, and the Provost or Designee (Deputy Provost/Vice Provost, or comparable position at this level).

The Dean or Director shall consider the appeal and any relevant information relating to the appeal, and shall reply in writing within twenty (20) work days of receipt of the appeal or within ten (10) days after meeting with the grievant and Chairperson to discuss the merits of the claims raised by the appeal and the appropriateness of the remedy sought, whichever is shorter. Copies of the decision shall be sent to the AAUP, the Chairperson, and the Provost or Designee (Deputy Provost/Vice Provost, or comparable position at this level).

Step 3: If the grievant is not satisfied with the decision at Step 2, and if the AAUP concurs, the grievant may appeal in writing (with copies to the AAUP, the Dean/Director, and the Chairperson) to the Provost or Designee (Deputy Provost/Vice Provost, or comparable position at this level) within ten (10) work days after receipt of the Step 2 decision. In the case of a grievance filed against the President or Provost, the grievant may appeal in writing to the Chief Human Resources Officer. The Provost or Designee (Deputy Provost/Vice Provost or comparable position at this level or the Chief Human Resources Officer), sitting with two members of the faculty selected in the manner provided in Section 8.3, shall conduct a hearing within twenty (20) work days after receipt of the appeal. At least five (5) days prior to the hearing date, the grievant and the administrative representative presenting the opposing view shall each submit to the Hearing Panel all documentary evidence on which they intend to rely, together with a written statement summarizing their positions.

The hearings shall be conducted with concern for due process. The grievant and the administrative representative shall be afforded the opportunity to testify, to call witnesses, and to introduce relevant documentary and other evidence in his/her behalf, as well as to confront and cross-examine all witnesses. The Provost or Designee (Deputy Provost/Vice Provost or comparable position at this level or the Chief Human Resources Officer), as well as the faculty members sitting with him/her, shall also have the right to question all witnesses.

The administration will, insofar as it is possible for it to do so, secure the cooperation of necessary witnesses. Where a witness cannot or will not appear and where it is

determined that the interests of justice require admission of his/her testimony, the Provost or Designee (Deputy Provost/Vice Provost, or comparable position at this level) will identify the witness, and, if possible, disclose his/her statement and provide for interrogatories. Testimony and arguments made during the hearing shall be recorded if requested by either party and the tape together with all documentary and other evidence admitted during the hearing shall be preserved for use as warranted if an appeal is taken to Step 4.

After discussing the matter with the hearing panel to determine if there is a consensus opinion which can be agreed upon, the Provost or Designee (Deputy Provost/Vice Provost, or comparable position at this level) shall render his/her decision on the appeal, in writing, within ten (10) work days after the hearing with copies to the grievant, the AAUP, the Dean or Director, and the Chairperson. Either or both of the faculty members sitting on the hearing panel may, if they so choose, prepare a separate opinion stating his/her views, which opinion shall be appended to the decision of the Provost or Designee (Deputy Provost/Vice Provost, or comparable position at this level). It is understood that the Provost or Designee (Deputy Provost/Vice Provost, or comparable position at this level) is not bound by the opinion of either or both faculty members on the panel.

Step 4: If the grievant is not satisfied with the decision of the Provost or Designee (Deputy Provost/Vice Provost, or comparable position at this level) and the matter involves a grievance as defined in 8.1 above, and if the AAUP concurs, the AAUP may file a written appeal within twenty (20) work days to the American Arbitration Association (AAA) for binding arbitration under its rules. The arbitration shall be by a neutral arbitrator selected under AAA rules, and the decision of the arbitrator shall not modify, change, add to, or subtract from any provision of this Agreement. The costs of arbitration by the AAA and its impartial arbitrator will be borne equally by the parties, and each party shall bear the costs of the presentation of its case.

8.3 Within twenty (20) work days, but no later than October 1st after the signing of this Agreement, the AAUP and the administration will each prepare a list of ten (10) members of the bargaining unit willing and able to serve with the Provost or Designee (Deputy Provost/Vice Provost, or comparable position at this level) in hearing grievances under Step 3. In the event that a grievance is taken to Step 3, the AAUP shall immediately select one person from the list prepared by the administration, and the administration shall select one person from the list provided by the AAUP. The two faculty members shall then sit with the Provost or Designee (Deputy Provost/Vice Provost, or comparable position at this level) to hear the grievance as

provided in Step 3. A faculty member chosen for the Hearing Panel shall disqualify himself or herself if any personal or professional conflict of interest would prohibit that person from reviewing the merits of the grievance fairly. Such faculty member, if he or she so chooses, need not disclose the nature of the conflict. Under any circumstances, the fact that the grievant is a faculty member or affiliated with a particular college, department or unit shall not in and of itself serve to disqualify another faculty member from hearing the matter. Should an individual disclose that a conflict exists which would prohibit the fair hearing of the appeal, either the grievant or the administrative representative may disqualify that individual, and another appointment shall be made.

8.4 Any written decision or written answer to a grievance made at any step which is not appealed to the succeeding step within the time limits provided, or such additional period of time as may be mutually agreed upon in writing by the parties to this Agreement, shall be considered a final settlement and such settlement shall be binding upon the grievant(s) and the parties to this Agreement. If a written decision or written answer to an appeal is not rendered by an administrator within the time limits specified in this Article, the grievant may take the matter to the next step.

8.5 At no step in the procedure shall a settlement be reached which is inconsistent with the provisions of this Agreement, unless both the administration and AAUP concur in writing.

8.6 No provision of this Article shall infringe upon the right of the AAUP to act as the sole and exclusive Collective Bargaining Agent as provided in Article III - Recognition, of this Agreement.

8.7 Two or more members of the bargaining unit within the same college or department alleging the same grievance concerning the interpretation, application, or claimed violation of any provision of this Agreement may file one grievance directly at Step 2 of the Grievance Procedure within the time limits set forth in Section 8.1, above.

8.8 Two or more faculty members from different colleges alleging the same grievance concerning the interpretation, application, or claimed violation of any provision of this Agreement, and if the AAUP concurs, may file one grievance directly at Step 3 of the Grievance Procedure within the time limits set forth in Section 8.1, above.

8.9 The AAUP may file a grievance in writing concerning the interpretation, application, or claimed violation of a provision of this Agreement which deals with rights granted to AAUP including the provisions of Article 5.12. Such grievance shall be filed directly with the Provost

or Designee (Deputy Provost/Vice Provost, or comparable position at this level) within the time limits set forth in Section 8.1, above. The Provost or Designee (Deputy Provost/Vice Provost, or comparable position at this level) shall consider the grievance and shall reply in writing to the AAUP within twenty (20) work days after receipt of the appeal. If the AAUP is not satisfied with the written decision of the Provost or Designee (Deputy Provost/Vice Provost, or comparable position at this level), it may file a written appeal within twenty (20) work days as provided in 8.2, Step 4, above.

8.10 If a grievance is the result of an action of an administrator above the level of department chairperson, the grievant may initiate his/her grievance at the administrative level where the action was taken or if the AAUP concurs, at Step 3. If the grievance results from the action of the President, and if the AAUP concurs, it may be initiated at Step 3 or Step 4. Grievances under this section shall be initiated within the time limits set forth in Section 8.1, above.

8.11 The AAUP will be notified of all meetings and hearings which take place in the processing of a written grievance and shall have the right to have a designee present at all such meetings and hearings. The designee of the AAUP may represent the grievant, act as his/her advisor or as an observer, at the option of the grievant. The AAUP will be notified by the appropriate administrator at each stage of the grievance procedure and meetings will be scheduled at a mutually convenient time for all parties. If any member of the bargaining unit designates in writing the AAUP as his or her representative for purposes of handling a specific grievance, the AAUP may thereafter act in his or her behalf in any aspect of the grievance procedure so designated.

ARTICLE IX

PERSONNEL BENEFITS

9.1 During the term of this Agreement, the University agrees to maintain the Flexible Benefits Program. The University-funded portion of this program shall be maintained by the University during the life of this agreement so as to permit eligible faculty to buy back benefits equivalent to those currently provided in the following areas:

- (a) Medical-Surgical (with major medical)
- (b) Total Disability
- (c) Life Insurance

- (d) Dental Program
- (e) Vision Care Program

The cost of the individual's portion of this program shall be subject to the standard rate adjustments applicable to the benefits selected by the eligible faculty member. Additional benefits to be provided by the program may be recommended by a Benefits and Cost Containment Committee to the University Administration.

During the term of this Agreement, any reduction in benefits in the Flexible Benefits Program shall not occur without negotiations with the AAUP regarding the benefits being reduced.

When a faculty member who has met the age and service requirements for full retirement dies, his/her spouse or civil union spouse (as defined in the University's domestic partner benefits policy, <http://www.udel.edu/Benefits/menu/dp.html>) will continue to be eligible for the same health care benefits as stipulated by the State of Delaware, or if the University chooses another provider, that would have been available if the faculty member had retired.

9.2 Mortgage Loans - In addition to the mortgage loans currently provided bargaining unit members, the following shall apply: If a bargaining unit member who has been employed by the University for ten years or more becomes totally disabled while holding a University mortgage loan, the loan shall remain in effect until maturity so long as the disability continues and so long as the house continues to be the primary residence of the bargaining unit member. To be eligible for the mortgage continuation benefit, the mortgage payments must be automatically deducted from monthly disability payments or other guaranteed payments received by the bargaining unit member. If a bargaining unit member who is married dies while holding a University mortgage loan and his/her spouse or civil union spouse and/or minor children continue to occupy the house as their primary residence, the University mortgage may continue until maturity, if payments are made in a timely manner. When the spouse or civil union spouse and/or minor children of the eligible member no longer occupy the mortgaged property as their primary residence, or the spouse remarries, the mortgage is to be repaid within 180 days.

9.3 The University shall provide medical surgical insurance, major medical, and total disability insurance for bargaining unit members age 65 or older at provision and benefit levels at least equal to those available to full-time faculty members under the age of 65.

9.4 Dental Plan

The University shall provide family dental insurance for all bargaining unit members as

an option available under the Flexible Benefits Program. If this option is selected, at least the following benefits will be available, based on reasonable and customary rates as administered by the carrier:

Type A	100% coverage on diagnostic and preventative expenses.
Type B	80-20% co-pay (\$25 deductible) on minor restorative expenses; extractions and oral surgery; treatment of gum disease; pulp infection and root canal therapy; and general anesthesia when medically necessary.
Type C	50-50% co-payment (\$25 deductible) for major restorative expenses, installment and repair of bridgework, dentures and implants.
Type D	50-50% co-pay on orthodontics.

There is a \$1,750 individual maximum per calendar year for expenses covered under Types A, B, and C and a \$1,750 lifetime maximum for Type D expenses.

9.5 Stop the Clock

The pre-tenure probationary period shall be extended for one year upon a tenure-track faculty member submitting a “Stop the Tenure Clock” electronic web form. This policy applies to tenure-track faculty members who becomes the parent of a newborn or newly adopted child and is a primary or coequal caregiver of the child or who is granted a leave of absence pursuant to the Family and Medical Leave Act of 1993 for a period of at least one semester. The faculty member will continue to perform faculty duties at full salary. The extension shall take effect upon submission of the “Stop the Tenure Clock” electronic web form by the faculty member to the chair/director. Submission of the “Stop the Tenure Clock” electronic web form must be made within one calendar year of the birth or adoption of the child or of the commencement of the FMLA leave. A tenure-track faculty member may extend the probationary period for any reason approved by the appropriate chair/director and dean, but may do so only twice, resulting in no more than two one-year extensions of the probationary period.

A tenure candidate who extends the probationary period under this provision shall be reviewed for promotion and tenure under the same academic standards as a candidate who has not extended the probationary period. The tenure candidate shall not be penalized in any way for requesting and receiving extensions of the probationary period.

Extension of the probationary period does not affect the faculty member’s right to apply for tenure prior to the terminal year, regardless of time in rank. Stopping the tenure clock for one

year postpones any subsequent second-year review, fourth-year review, or eligibility for a junior faculty research leave for one year.

9.6 If illness or injury prevents a faculty member from performing his or her University obligations, and if the faculty member is able, the faculty member shall inform his or her chair or dean. If the faculty member is able, he/she shall discuss how to accommodate his/her needs and how to cover his/her assigned workload for the current semester with his/her chair or director. Should an accommodation that satisfies the faculty member not be reached, the AAUP shall schedule a meeting with the Provost or the Provost's Designee, whose decision on an appropriate accommodation shall be final.

If illness or injury is occupationally incurred, the chair or dean shall ensure that an "Employer's Report of Occupational Injury or Disease" or equivalent form is submitted to the Worker's Compensation/Labor Relations Office within 24 hours.

9.7 University Pension Benefits (TIAA/CREF and/or Fidelity) are provided as follows:

- (a) Participation with University contributions shall be optional for eligible faculty age 34 or younger.
- (b) The University's contribution shall be 11% of base salary for each eligible faculty member enrolled in the program.
- (c) The minimum individual contribution for participants in the program will be 4% of base salary.
- (d) Qualified nine, ten and eleven month faculty may contribute on earnings from summer supplemental contracts. The University will also contribute, providing the individual has elected the option. Individual and University percentage contributions are the same as during the academic year.
- (e) Payments to TIAA/CREF and Fidelity shall be made on a semi-monthly basis.

9.8 (a) Any Bargaining Unit member electing to take retirement under a retirement system identified in 9.8 of this *Agreement* should give their chair/director and the Office of Human Resources in writing, six months prior notice to the anticipated beginning date of phased retirement or retirement leave. If such prior notice is given, then within ten days of the receipt of such letter, the Office of Human Resources shall in writing recognize its receipt, and shall inform the Bargaining Unit member in writing of the benefits to which the Bargaining Unit member may be entitled through the University, and specify how the Bargaining Unit member may

access those benefits. Faculty members who are considering retirement may explore retirement options with the Office of Human Resources. Retirement dates for faculty on an academic year appointment are May 31, August 31 or January 15. Retirement dates for faculty on a fiscal year appointment are June 30 and December 31.

All faculty qualify for retirement benefits at age 55 with 20 benefit years of service, at age 60 with 15 benefit years of service, at age 65 with 10 benefit years of service and at any age with 30 benefit years of service.¹

(b) At the retiree’s discretion, full-time faculty members will receive a one-semester retirement leave at full salary with full benefits or a full year leave at seventy-five percent salary and with full benefits prior to the date of retirement.

(c) Faculty may elect a phased retirement if they meet the age and service requirements noted above at the date of actual retirement. Faculty electing a phased retirement shall receive his/her one-time payment at the rate of two and one-half percent of annual base salary for each year of full-time University service; years of phased retirement will be prorated. The payment cannot exceed 100% of annual base salary. The salary used in this calculation shall be the annual base salary for the last year of full-time service before phased retirement. Faculty members who elect phased retirement are not eligible for retirement leave.

An approved workload agreement for the phased retirement period must be developed between the faculty member and the department chair and/or dean as appropriate for the specified years and option selected and presented to the Provost or Designee prior to the approval of the retirement agreement.

The following phased retirement options are available:

Option A		
Year 1		75% Salary/100% Benefits
Year 2		75% Salary/100% Benefits
Year 3		50% Salary/50% Benefits

¹ An unpaid leave of absence (LOA) to pursue research and service opportunities that are supportive of Faculty development and in the best interest of the University of Delaware may constitute a benefit year(s) of service. This type of leave and any associated “bridging of benefits” must be approved in writing by the College Dean and Provost or Designee prior to the beginning of the leave. Unpaid leaves of absence without the specific approval will not count toward the total University service for any benefits purpose, including eligibility for UD retiree benefits.

Option B

Year 1	100% Salary/100% Benefits
Year 2	75% Salary/100% Benefits
Year 3	50% Salary/50% Benefits

(d) Faculty electing retirement shall receive at the time of retirement a one-time payment at the rate of two and one-half percent of annual base salary for each year of University service. The payment cannot exceed 100% of annual base salary. If the faculty member has signed a retirement agreement with the University and should die before retirement has begun, the payment will go to the designated beneficiary of the deceased faculty member. In the event there is no designated beneficiary, the payment will go to the estate of the deceased faculty member. Faculty members who have signed retirement papers under the provisions of the 2010-2013 CBA but who have not left active employment as of July 1, 2013 have received a portion of their retirement. These faculty shall receive the remainder of their retirement payment under the terms of the 2010-2013 CBA.

(e) It is recognized that in rare situations, it may be in the best interest of the University and an individual faculty member to make special retirement arrangements for an individual faculty member; such arrangements may be made only after consultation with the AAUP Contract Maintenance Officer.

(f) Should a faculty member become disabled, see the University of Delaware's Disability Policy 4-70 at <http://www.udel.edu/ExecVP/policies/personnel/4-70.htm>. Should the faculty member be eligible for retirement, he or she shall be able to take retirement before collecting disability insurance.

(g) Upon retirement, the University will provide a \$7,000 death benefit for each faculty member.

(h) The University of Delaware shall provide annually a brochure summarizing the benefits for retired faculty which can also be found in the on-line version of the *Faculty Handbook*.

9.9 The University of Delaware continues to provide the Wellness Program for University employees. Seventy-five (\$75) wellness dollars will be made available each fiscal year for bargaining unit members who participate in the elements of the University's Wellness Program. This includes, but is not limited to: physical assessments, stress management programs, locker fees, nutrition counseling, biometric measurements, fitness classes, etc. Should

the program provide medical insurance cost savings to the University, such savings will be shared with participating faculty members in the form of premium reductions or other monetary incentives aimed at encouraging utilization of the wellness program.

9.10 Beginning July 1, 2005, the University will offer a vision care program as a pre-tax option within the University's Flexible Benefits Program. The plan will provide certain defined coverage for annual eye examinations, frames/lenses, contact lenses and other specified vision-related expenses. Faculty may choose coverage for themselves and eligible family members, with the University covering the premium cost of individual employee coverage.

9.11 The University agrees to make long-term care insurance available to eligible faculty and spouses or domestic partners. Any costs associated with the insurance will be paid by the faculty member. The scope, terms and conditions of the benefit including the costs are subject to change each year.

9.12 Upon mutual agreement, the University and the AAUP may reconstitute the Benefits and Cost Containment Committee to review and make recommendations on benefits provided by this Agreement. Nothing herein shall be construed to prevent the University from making changes in the insurance and annuity carriers underwriting the foregoing benefits provided there is no decrease in benefits.

9.13 Effective July 1, 2010, the University will provide a tuition remission program for spouses or civil union spouses and dependents.² A total of two family members, including dependent children (adopted children not eligible if adopted within two years of matriculation), and the spouse or civil union spouse of a faculty member, may each take seventeen (17) credit hours at no charge if enrolled as a full time matriculated undergraduate student. This benefit shall apply to seventeen (17) credit hours in one semester and may not be divided between semesters. Students who enroll at the University as a result of the tuition remission program shall not be counted for purposes of calculating the maximum faculty ratio under Article XI or in any University enrollment cap. Students who enroll under this program shall be eligible for University housing on a space-available basis after considering the needs of enrolled students paying regular tuition.

² Spouses who have not remarried or civil union spouses and biological and adopted children (adopted children not eligible if adopted within two years of matriculation; however, faculty may petition the Provost or designee for an exception based on their individual circumstances). Faculty members who retire, become totally disabled or die are eligible for this benefit even if the eligible individual is not matriculated prior to the occurrence of one of these events.

9.14 Course Fee Waiver

Bargaining unit members or the spouse or civil union spouse or one dependent may enroll in two academic credit courses without payment of fees during each semester and each summer and winter session. Enrollment in academic credit courses involved with study trips or enrollment in non-credit courses will be permitted only if such enrollment does not displace a paying student from the class or add appreciable costs to the University.

9.15 The Tuition Exchange Program will permit up to two members of the faculty (chosen by lottery) who wish to use an additional place for a second dependent child to avail themselves of slots remaining after all interested faculty have chosen slots for one dependent child.

9.16 Based on the commitments required by the instructional calendar, members of the bargaining unit who choose to utilize the family leave policy approved by the University Faculty Senate (*Faculty Handbook*, Section 4) shall receive FMLA benefits for up to one semester during the period of approved FMLA leave. An FMLA leave may be used for caregiving, parenting, childbirth or adoption.

The University and the AAUP also recognize that childbirth and adoption can affect the teaching availability of a faculty member. Department chairpersons and faculty members must develop workload options that meet department and individual needs immediately following the birth or adoption of a child under the age of five by the faculty member. If the faculty member is the primary caregiver, he or she will be granted a one semester administered load that grants the faculty member a choice of either partial or full relief from assigned teaching and service responsibilities during the semester of the birth or the adoption of a child under the age of five by the faculty member or immediately following the birth or adoption. The Provost or Designee and the AAUP Contract Maintenance Officer are available to discuss such options with faculty and department chairs.

9.17 The University acknowledges that credit toward a sabbatical leave will begin to accumulate at the beginning of the first semester of full-time employment after returning from a sabbatical leave.

9.18 It is specifically agreed that the administration, interpretation and application of the foregoing plans and programs are not subject to the grievance procedure; however, failure to make available the benefits of these plans and programs is subject to the grievance procedure.

The provisions of this Article shall be subject to the rules and regulations of the various

insurance and annuity carriers and applicable University regulations. The provisions of this Article shall not be changed during the term of this contract.

ARTICLE X

NONDISCRIMINATION

The University and the AAUP, to the extent of their respective authority and responsibility, agree not to discriminate against a faculty member with respect to the application of the provisions of this Agreement because of race, creed, color, gender, age, religion, national origin, veterans or handicapped status, sexual orientation or membership or nonmembership in the AAUP.

ARTICLE XI

FACULTY WORKLOAD

11.1 It is agreed by the parties hereto that the provisions of this Article are intended for the sole purpose of maintaining or enhancing the academic quality of the University. Except as set forth in paragraphs 4 and 5, it is further agreed that this Article shall not be used as a basis of limiting faculty workload when such limitations would interfere with matters of academic judgment.

11.2 Each academic department/unit will have approved workload policies in place consistent with the "Faculty Workload Policy" (*Faculty Handbook*, Section 4). Such workload policies shall be developed by the faculty of the academic unit and reviewed and approved by the chair or unit head, the appropriate dean, the AAUP Contract Maintenance Officer and the Provost. The policy must address each component of the workload as defined in 11.3 below. The composition of the workload, whether in terms of percentage of effort, number of clock hours, number of credit hour equivalents, or some other metric, must be specified in the unit's policy. Departments/units may modify their policy at any time following the procedures outlined in the above referenced Workload Policy Guidelines. Approved workload policies of academic units may be found at <http://www.udel.edu/provost/documents.html>.

11.3. Workload is defined as teaching, including instruction in regular academic year courses with assigned credit hours and mutually agreed upon instructional assignments, such as thesis, dissertation, seminar and special problems supervision (workload of faculty members on ten month or fiscal year contracts may include summer session courses); research, including

sponsored research; advising; committee work; and University-administered, consultative, and organized activities, not only inside but also outside the University, when such activities by mutual agreement bring benefit and/or prestige to the University.

11.4 An individual's workload shall be assigned with the expectation that the faculty member will have the opportunity to meet the criteria for promotion and satisfactory peer review. An individual's assigned workload shall be considered in the promotion and tenure and peer review process in a manner consistent with the promotion and tenure and peer review criteria written by each department to fit its particular circumstances and needs.

11.5 In annual evaluations and in the distribution of merit pay, the weights assigned to teaching, research/scholarship/creative activity and service must be directly related to the workload developed with the faculty member for the period of review. The relative proportions of teaching, research/scholarship/creative activity and service necessarily vary widely across the faculty. The criteria written by each department to fit its particular circumstances and needs must accommodate all possible combinations of workload.

11.6 Faculty will be on campus as required by their workload.

11.7 The planned student-bargaining unit faculty ratio will not exceed 17.9 full-time graduate and undergraduate³ students per member of the bargaining unit in the University as a whole. It is fully agreed that these ratios may vary from unit to unit within the University, and among faculty members.

11.8 The express purpose of the agreement is to maximize flexibility among chairs and directors on the one-hand while protecting the rights of faculty members on the other. Teaching workload assignments are accounted for in terms of credit contact hours, are articulated in departmental workload documents, and are administered through departments. In the development of workload documents, faculty must consider the fair allocation of credit for teaching, advising, supervising dissertations, clinical instruction, and other significant forms of activity that support the instructional programs of the department. Thus, these specific instructional activities need to be converted into contact credit hours.

³ A full-time graduate student is one carrying nine (9) or more course credit hours per semester, or a graduate teaching assistant or a graduate research assistant.

Full-time undergraduate students are those carrying twelve (12) or more course credit hours per semester.

Except by mutual agreement, teaching and advisement of each individual's workload will not average in excess of 12 credit-contact hours per week per semester for the academic year, nor shall the average teaching load of the unit exceed the approved workload policy of the unit. If a teaching assignment results in an overload, extra compensation will be awarded at the prevailing rate. Overload may not be assigned without consent of the individual.

The 2010-2013 *Collective Bargaining Agreement* (specifically, Footnote 4 to Article 11.8) contains credit contact hour conversions for several common instructional activities. These conversions are available in Appendix "B" to this Agreement. Should units not have a detailed policy on credit hour conversions, the conversions in Appendix "B" shall apply.

11.9 The department chairperson (or dean or director) and faculty member will develop in writing a workload plan for each semester at least two months prior to the beginning of the semester. Every effort will be made to develop the workload plan harmoniously. Faculty members and department chairpersons (or deans or directors) are encouraged to develop a workload plan on an administered basis, i.e. in any semester teaching duties of individual faculty members may vary within a department (or unit) to permit variations in emphasis on research and other aspects of individual workload provided the total teaching and scholarly needs of the faculty member and the department (or unit) are met. The Chairperson (or dean or director) retains the final right to determine the workload plan.

11.10 Before assigning instructors, the appropriate chair, director or dean shall inform full-time members of their academic unit of opportunities to teach overload courses for S-contracts, including study abroad courses (exclusive of language-based programs) and online courses, during regular semesters and winter term and summer sessions. These opportunities to teach overload courses shall be broadly announced, and efforts made by the appropriate administrator to fill them with qualified full-time members of their academic unit.

ARTICLE XII

SALARIES

12.1 For the period July 1, 2013 through June 30, 2014, salaries of continuing members of the bargaining unit shall be adjusted in the following manner:

- (a) Each continuing member of the bargaining unit shall have his or her salary adjusted by a 1.0% across the board salary increase.
- (b) All increases will be effective July 1, 2013 for bargaining unit members

on fiscal year contracts and September 1, 2013 for bargaining unit members on academic year or ten-month contracts.⁴

12.2 For the period July 1, 2014 through June 30, 2015, salaries of continuing members of the bargaining unit shall be adjusted in the following manner:

- (a) An amount equivalent to 1.0% of the 2014-2015 base salary of continuing members of the bargaining unit in each college shall be allocated to a merit pool and divided within that college among continuing members of the bargaining unit in accordance with the provisions of Article 12.4.
- (b) In addition, each continuing member of the bargaining unit shall have his or her salary structurally adjusted in the following manner: Full Professors \$1,300; Assistant/Associate Professors \$1,000 and Instructors \$500. The structural adjustment goes into effect on July 1, 2014.
- (c) All increases will be effective July 1, 2014 for bargaining unit members on fiscal year contracts and September 1, 2014 for bargaining unit members on academic year or ten-month contracts.

12.3 For the period July 1, 2015 through June 30, 2016, salaries of continuing members of the bargaining unit shall be adjusted in the following manner:

- (a) An amount equivalent to 1.0% of the 2015-2016 base salary of continuing members of the bargaining unit in each college shall be allocated to a merit pool and divided within that college among continuing members of the bargaining unit in accordance with the provisions of Article 12.4.
- (b) In addition, each continuing member of the bargaining unit shall have his or her salary structurally adjusted in the following manner: Full Professors \$1,300; Assistant/Associate Professors \$1,000 and Instructors \$500. The structural adjustment goes into effect on January 1, 2016.

⁴ For the purposes of this contract, a member of the bargaining unit is considered “continuing” under the following definitions:

- a) Any person on a fiscal year contract who is a member of the bargaining unit on June 30 and who is a member of the bargaining unit on July 1 of that same calendar year.
- b) Any person on an academic year or ten-month contract who is a member of the bargaining unit on the last day of classes for the Spring Semester and who is a member of the bargaining unit on September 1 of the same calendar year.
- c) An individual’s standing as a continuing member of the bargaining unit shall not be affected by his/her transfer within the University, change in rank or status, or length of term of contract.

- (c) Merit increases will be effective July 1, 2015 for bargaining unit members on fiscal year contracts and September 1, 2015 for bargaining unit members on academic year or ten month contracts. Structural increases will be effective January 1, 2016 for each continuing member of the bargaining unit.

12.4 Evaluations

Annual merit increases are to be awarded solely on the basis of performance in teaching, research/scholarship/creative activity and service. Performance shall be evaluated annually by the unit head (department chairperson, director or dean in units where there is no chairperson or director). The evaluation shall not be delegated to anyone else. The unit head shall consider in his or her evaluation all evidence submitted by a faculty member. Anonymous or confidential information shall not be used to evaluate a faculty member without that faculty member having had the opportunity to respond to the substance of the information before the evaluation is complete.

The annual evaluation shall be based on criteria that have been developed by the unit head and clearly communicated to faculty members in advance of the period covered by the evaluation. These criteria must be consistent with the workload plans developed in accordance with Article 11.9 of this Agreement. Each faculty member will be evaluated in each area of her/his assigned workload. An overall evaluation score shall be developed for each faculty member that reflects the percentage effort assigned in each area. Consistent with established University policy the unit head shall meet with the faculty member to review the annual evaluation and shall communicate to each faculty member the basis for the evaluation.

Merit Pay

Once the appropriately weighted evaluation has been completed, it shall be used to determine the merit pay allocation according to the approved merit pay policy (metric) of the unit. Changes in the merit pay policy may be initiated at any time by the unit head or by a majority of the unit faculty. In all cases of proposed changes, there must be consultation between the unit head and the faculty. The modified policy must be ratified by the faculty at a duly called faculty meeting. Following ratification, the revised statements will be submitted to the college dean for approval. The college dean shall act on the revised statements within two months of the submission. If approval is not

granted, the dean shall indicate the changes needed and the department shall have one month to submit its modified statement. This process shall continue until approval is secured. Merit increases shall not be approved for any unit that does not have an approved merit allocation statement and associated metric. Approved merit allocation statements and associated metrics of academic units may be found at <http://www.udel.edu/provost/documents.html>.

Upon the request of the faculty member, the chair or dean shall review information demonstrating the correspondence between merit pay and the faculty member's departmental or comparable unit's evaluation ratings within that unit in order to demonstrate consistency between merit pay and the annual evaluation to the faculty member. Anonymous or confidential information shall not be used to evaluate a faculty member without that faculty member having had the opportunity to respond to the substance of such information before the evaluation is completed. Merit increases are to be awarded solely on the basis of performance in teaching, research/scholarship/creative activity and service (as referenced in Articles 11.3 and 11.5).

12.5 Promotion increments shall be adjusted to the following amounts effective July 1, 2013:

	<u>Academic Year</u>	<u>Fiscal Year</u>
Promotion to Asst. Professor	\$ 4,170	\$ 5,100
Promotion to Assoc. Professor	\$ 5,545	\$ 6,715
Promotion to Full Professor	\$ 6,800	\$ 8,190

The promotion increments will be adjusted to the following amounts effective July 1, 2014:

	<u>Academic Year</u>	<u>Fiscal Year</u>
Promotion to Asst. Professor	\$ 4,210	\$ 5,150
Promotion to Assoc. Professor	\$ 5,600	\$ 6,780
Promotion to Full Professor	\$ 6,870	\$ 8,270

The promotion increments will be adjusted to the following amounts effective July 1, 2015:

	<u>Academic Year</u>	<u>Fiscal Year</u>
Promotion to Asst. Professor	\$ 4,250	\$ 5,200
Promotion to Assoc. Professor	\$ 5,655	\$ 6,850
Promotion to Full Professor	\$ 6,940	\$ 8,355

The foregoing increments prorated for ten-month faculty shall be effective on July 1 (for faculty members employed on fiscal year contracts) or September 1 (for faculty members employed on academic year or ten month contracts) following the promotion and shall be in addition to salary increases, including merit increases, awarded pursuant to Article 12.1, 12.2, and 12.3.

12.6 Roll up costs and increases in fringe benefits costs associated with University-paid portions of the benefit package as a result of Articles 12.1, 12.2, 12.3, 12.5 and 12.8 shall be paid by the University.

12.7 After the adjustments have been made in accordance with Articles 12.1, 12.2, 12.3 and 12.5, the following salary minimums by rank shall be applicable effective July 1, 2013:

	<u>Academic Year</u>	<u>Fiscal Year</u>
Instructor	\$ 46,885	\$ 56,595
Assistant Professor	\$ 67,870	\$ 82,210
Associate Professor	\$ 79,015	\$ 96,110
Full Professor	\$ 95,570	\$ 116,335

After the adjustments have been made in accordance with Articles 12.1, 12.2, 12.3 and 12.5, salary minimums by rank shall be effective July 1, 2014:

	<u>Academic Year</u>	<u>Fiscal Year</u>
Instructor	\$ 47,860	\$ 57,665
Assistant Professor	\$ 69,560	\$ 84,040
Associate Professor	\$ 80,815	\$ 98,080
Full Professor	\$ 97,840	\$ 118,810

After the adjustments have been made in accordance with Articles 12.1, 12.2, 12.3 and 12.5, salary minimums by rank shall be effective July 1, 2015:

	<u>Academic Year</u>	<u>Fiscal Year</u>
Instructor	\$ 48,340	\$ 58,240
Assistant Professor	\$ 70,255	\$ 84,880
Associate Professor	\$ 81,625	\$ 99,060
Full Professor	\$ 98,820	\$ 120,000

12.8 It is recognized that situations may arise which will make it necessary for the University to make special salary adjustments for individual faculty members in addition to the annual increases provided in Articles 12.1, 12.2, 12.3 and 12.4. Such adjustments may be implemented by the University under the following situations:

- (a) when a salary adjustment is necessary to correct a gross inequity

including, but not limited to, situations of salary inversion and compression;

- (b) when a salary adjustment is necessary to retain a faculty member at the University;
- (c) when salary disparities occur, relative to market demands, which adversely affect the quality of an academic unit.

Special salary adjustments implemented in either a department and/or college (or the equivalent unit(s)) shall conform to the procedures established in 12.4.

On-contract, full-time faculty teaching overloads (including Professional and Continuing Studies and other overload teaching) will be paid 2.25% per credit hour of their base academic year salary, up to a ceiling equivalent to 2.25% per credit hour of the average salary at each rank in the prevailing year. The floor will be increased in each year at a rate equal to the across-the-board plus merit increases (excluding structural, promotional and other unique adjustments) as established in the *Collective Bargaining Agreement*. Payments for full-time faculty on other than 9-month appointments will be paid based on their salary pro-rated to a 9-month basis.

The applicable floor and ceiling rates for the contract years 2013-2014 are set forth in Appendix "A."

12.9 Salary increases may not be awarded to members of the bargaining unit other than as required or permitted by Article XII without prior discussion with the University of Delaware Chapter of the AAUP.

12.10 A salary disparity analysis for all bargaining unit faculty will be conducted by the Office of Institutional Research and Planning one time during the term of the *Collective Bargaining Agreement*. The salary disparity analysis shall be conducted during the first semester of this Agreement going into effect. Results of the salary disparity analysis will be sent to the Dean of the appropriate college for review and discussion with department chairs. The Dean and department chair will analyze the data and make recommendations to the Provost. The Provost will review the recommendations and make every effort to approve the recommended salary adjustments. The AAUP will be notified of recommended adjustments. In accordance with University policy, individual salaries will be kept confidential throughout the review process. Individual faculty members shall be informed by the Provost or Designee of their status on the eligibility list and whether they have been recommended for a salary disparity adjustment if they are on the eligibility list. The average salary and the salary range for academic ranks for each

academic department or school shall be made available to the AAUP.

ARTICLE XIII

USE OF PART-TIME FACULTY AND FULL-TIME TEMPORARY FACULTY

It is agreed that the use of part-time and temporary faculty influences the workload of bargaining unit members and the quality of education offered by the University. Therefore, the following principles are used to guide the use of part-time and temporary appointees:

The use of part-time and temporary appointees to teach in the following circumstances is acceptable:

- (a) to replace full-time faculty members on leave;
- (b) to replace full-time faculty members with temporary time-bought situations or temporary special assignments;
- (c) to teach courses full-time faculty are not qualified to teach, or to provide enrichment, diversity or balance for departmental curricula;
- (d) to establish or maintain liaison with commercial or professional organizations relevant to student employment.

The use of part-time and temporary appointees in the following qualified circumstances is acceptable:

- (a) to supervise field work or clinical or laboratory experience beyond that which can be accommodated to the workload of the full-time faculty;
- (b) to teach courses full-time faculty are able to teach only when:
 - (1) there is a temporary open full-time line and a search is in progress;
 - (2) there is a short-term bulge in student demand not to exceed 6

years beyond that which can be met by full-time faculty.

The University shall gather information annually on the numbers of part-time and full-time temporary faculty and the duration of employment for each such faculty member for each academic unit. This information shall be provided to the AAUP, along with all other required information, on January 15th.

ARTICLE XIV

REDUCTIONS IN FACULTY POSITIONS

14.1 Reductions in faculty positions proposed as a result of University-wide

extraordinary financial circumstances as defined in the *Statement on Guidelines for Faculty Involvement Related to Extraordinary Financial Circumstances*, (*Faculty Handbook*, Section 3) shall be implemented only after the procedures specified in that "Statement" have been followed.

14.2 Reductions in faculty positions proposed because of financial considerations short of University-wide emergency shall be implemented only after the department, college, or division faculties most immediately affected have been given the opportunity to participate in planning the reduction. The Faculty Senate Coordinating Committee on Education shall assist in the development of procedures to be followed at departmental, college, or division levels in planning such reductions, and shall submit a timely report and recommendations to the Faculty Senate. The Faculty Senate shall give its advice and recommendations to the appropriate administrative offices in a timely manner.

14.3 Reductions in faculty positions proposed as a result of the type of reorganization referenced in Trustee Bylaws, Chapter 2, II-D, 2 and II-E, 3 (The University of Delaware Charter and Bylaws of the Board of Trustees, Revised May 1992) shall be implemented only after the requirements of these bylaws have been met.

14.4 Before the University issues notice to a faculty member of its intention to terminate an appointment because of formal discontinuance of a program or department of instruction, the University shall make every effort to place the faculty member concerned in another suitable position. If placement in another position would be facilitated by a reasonable period of training, financial and other support for such training shall be provided. If no position is available within the University, with or without retraining, the faculty member's appointment then may be terminated. The AAUP shall be kept fully informed about the implementation of this provision. A faculty member who contests a proposed relocation or termination resulting from discontinuance has a right to a full hearing before the Welfare and Privileges Committee of the University Faculty Senate.

ARTICLE XV

TOTALITY OF AGREEMENT

Both parties, for the lifetime of this Agreement, each agree that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or not referred to or governed by this Agreement, unless the University and the AAUP mutually agree to alter, amend, supplement, enlarge or modify any of its provisions.

ARTICLE XVI

PRECEDENCE OF LAWS

In the event any provision of this Agreement, in whole or in part, is declared to be illegal, void or invalid by any court of competent jurisdiction or any administrative agency having jurisdiction, all of the other terms, conditions and provisions of this Agreement shall remain in full force and effect to the same extent as if that provision had never been incorporated in this Agreement, and in such event the remainder of this Agreement shall continue to be binding upon the parties hereto.

ARTICLE XVII

MAINTENANCE OF PRACTICES

17.1 The parties agree that there is a body of written policies, of practices and interpretations of those policies which govern administrative decisions concerning wages, salaries, hours, workload, sick leave, vacations, grievance procedures, appointment, reappointment, promotion, tenure, dismissal, termination, suspension, evaluation, sabbatical leave, maternity leave, and alcoholism treatment which are not covered by the terms of this Agreement. Such policies and practices, except as changed by procedures agreed to in Article 17.3 below, shall be continued for the term of this Agreement. In the event of a conflict of any such policies or practices with the terms of this Agreement, the Agreement shall prevail.

An administrative action not in accordance with the past application or interpretation of the above policies shall be grievable.

17.2 As used in 17.1 above, the term "practices" refers to those practices of the Office of the President, the Office of the Provost, the Offices of the Vice Presidents, the Offices of the Deans, and the Offices of Department Chairpersons, specified in written policies of the University Administration, of its Board of Trustees, and those Faculty Senate policies which are approved by the President and the Board of Trustees.

The *Faculty Handbook* shall contain a complete copy of each University-wide policy that governs the practices enumerated in section 17.1 of this Article. Written copies of any policy changes occurring after this Agreement is signed, and made in accordance with the provisions of 17.3 below, shall be made available through annual revisions of the *Faculty Handbook* to all members of the bargaining unit, and shall be made available to the AAUP within ten (10) days of their adoption.

17.3 The parties agree that the Board of Trustees, the University Administration, and the University Faculty Senate upon approval by the Administration and the Board, have undiminished power and authority to establish, change or eliminate policies. The parties also agree that the privileges of the faculty provided in the Trustee Bylaws to advise upon proposed policy and to recommend policy also remain undiminished. In pursuance of these powers and privileges the parties agree that all proposals by the University Administration to establish, change or eliminate University-wide policies which govern the practices enumerated in section 17.1 of this Article shall be submitted in advance to the Executive Committee of the University Faculty Senate for referral to the appropriate faculty review committee and subsequent Senate action before final Administration action. The Faculty Senate shall act upon each proposal within sixty (60) days following its submission to the Executive Committee of the Faculty Senate. Failure to act within sixty (60) days shall be considered as Faculty Senate concurrence with the proposal. The parties further agree that recommendations to establish, change or eliminate policies which are initiated by the University Faculty Senate and require Trustee approval should be submitted by the University Administration to the next scheduled meeting of the appropriate Trustee committee provided such recommendations are submitted to the University Administration at least thirty (30) days prior to such Trustee Committee meeting. The University Administration agrees to inform the President of the University Faculty Senate as to the action taken on such recommendations within fifteen (15) days of the Board of Trustees meeting.

17.4 Since in the past, proposals by the Administration to establish, change or eliminate policies have been presented for review and comment by faculty committees, the college senate(s), and the University Faculty Senate, the parties agree that these procedures will be followed in the future.

ARTICLE XVIII

SAFETY AND HEALTH

The University agrees to continue to make reasonable provisions for the safety and health of bargaining unit members in pursuit of their University-recognized professional responsibilities on University premises.

ARTICLE XIX

TERM OF AGREEMENT

This Agreement shall be effective as of July 1, 2013 and shall remain in full force and effect to and including June 30, 2016 and automatically renew itself from year to year thereafter unless, no sooner than September 1, 2015 and not later than December 31, 2015, either party shall serve written notice on the other of its desire to terminate, modify or amend this Agreement. Upon receipt of such notice, negotiations shall commence within sixty (60) days on such matters as are specifically set forth in such written notice, and both sides agree that every effort shall be made to reach agreement prior to the end of May, 2016.

The undersigned are duly authorized representatives of the University of Delaware and the University of Delaware Chapter of the American Association of University Professors.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR
HANDS AND SEALS ON THE 22nd DAY OF MAY, 2013.

For the University of Delaware

For the University of Delaware Chapter,
American Association of University Professors

Patrick T. Harker, President

Calvin Keeler, President

Nancy Brickhouse, Interim Provost

Gerald Turkel, Chief Negotiator

Scott R. Douglass, Executive Vice President

David W. Smith, Professor

Tom LaPenta, Chief Negotiator

Ted Davis, Associate Professor

Stuart Binder-Macleod, Chairperson

Kevin Kerrane, Professor

Nancy Targett, Dean

Beth Morling, Associate Professor

George Watson, Dean

Bruce Weber, Dean

APPENDIX "A"
OVERLOAD RATES

OVERLOAD COMPENSATION SCHEDULE¹

(Applies to Overload, Professional and Continuing Studies and Special Sessions)²

Effective September 1, 2013

Floor

	<u>1cr</u>	<u>2cr</u>	<u>3cr</u>	<u>4cr³</u>
Instructor	\$ 1,540	\$ 3,080	\$ 4,620	\$ 6,160
Asst. Professor	\$ 1,820	\$ 3,640	\$ 5,460	\$ 7,280
Assoc. Professor	\$ 2,070	\$ 4,140	\$ 6,210	\$ 8,280
Full Professor	\$ 2,410	\$ 4,820	\$ 7,230	\$ 9,640
Lab Teaching	\$ 2,130	---	---	---

Ceiling⁴

	<u>1cr</u>	<u>2cr</u>	<u>3cr</u>	<u>4cr³</u>
Instructor	\$ 1,540	\$ 3,080	\$ 4,620	\$ 6,160
Asst. Professor	\$ 1,925	\$ 3,850	\$ 5,775	\$ 7,700
Assoc. Professor	\$ 2,265	\$ 4,530	\$ 6,795	\$ 9,060
Full Professor	\$ 3,340	\$ 6,680	\$10,020	\$13,360

¹ Rate applies to regular or part-time faculty teaching at his/her regular campus location or workplace or location within 50 miles round trip between instructor residence and course location. Add \$100 if instructor travels 51-100 miles round trip between instructor residence and course location; add \$200 if instructor travels more than 100 miles round trip between residence and course location. Incremental payment for instruction at distant locations is based on extra commuting time incurred for such instruction.

² Any additional reimbursement for travel must be arranged in advance through the unit funding the overload.

³ Applies only if one instructor is teaching both lecture and laboratory of a 4-credit course. If laboratory is taught by different instructor, the lecturer receives the 3-credit course rate and the laboratory instructor the 1-credit rate.

⁴ Ceilings will be recomputed based upon actual 2013-2014 average salaries by rank (excluding instructors) no later than January 20 of each respective year.

ON-LINE OVERLOAD COMPENSATION

Online instruction is a recognized category of instruction and may be assigned as faculty workload in conformity with Article 11.3. When online instruction is conducted as an overload, instruction shall be compensated based on S-contract rates (Appendix A) on the condition that a threshold enrollment specified by the appropriate dean is reached. Overload courses may, at the discretion of the dean, be compensated with fractional S-contracts should enrollment be below the specified threshold. The fraction of the S-contract amount will be the actual enrollment as a fraction of threshold – e.g., enrollment of 12 when the threshold is 20, would lead to 60% of an S-contract. Colleges will provide the specific thresholds for enrollment annually, and at least six months in advance of the start of the course.

APPENDIX “B”

CREDIT CONTACT HOUR CONVERSIONS

Each hour spent in scheduled classroom teaching counts as 1 credit-contact hour. Each hour spent in scheduled laboratory, field, studio, clinical or applied music instruction and individual instruction counts as 1/2 credit-contact hour. Scheduled individual special problems and theses count as 1 credit-contact hour, and dissertations count as 2 credit contact hours. For individual instruction, individual special problems, theses and dissertations, the faculty receive credit only in the semester that the student completes the project or special problem, and defends his/her thesis or dissertation. Thirty full-time undergraduate advisees are equivalent to 1/2 credit-contact hour. Credit for undergraduate advisees is given in blocks of 30 students and may not be prorated. Each hour spent in assigned scheduled individual laboratory, field, studio, clinical or applied music instruction which requires the constant attendance of the faculty member for the entire scheduled hours of instruction, and which does not involve the participation of teaching assistants, counts as one teaching contact hour per week.

Letter of Understanding

Continuing Non-Tenure Track Faculty

In general, the CBA regulates conditions of employment and the *Faculty Handbook* regulates academic issues. However, in the case of continuing non-tenure track faculty, conditions of employment are currently listed only in the *Faculty Handbook*. It is agreed that a committee will be formed with three faculty members appointed by the AAUP, at least one of whom must have continuing non-tenure track appointments, three faculty members appointed by the President of the University Faculty Senate and three members appointed by the Provost. This committee shall make a recommendation on how best to incorporate the terms of employment for continuing non-tenure track faculty members (currently described in Section 4.1.6 of the *Faculty Handbook*). This committee will be chaired by one of the faculty appointed by the AAUP and will begin its work by October 31, 2013. The committee shall submit a final report with its recommendations to the AAUP, the University Faculty Senate and the Provost no later than October 31, 2014. The committee recommendations will be considered during collective bargaining for the CBA that succeeds the one which expires on June 30, 2016. If needed, the committee will work with the University Faculty Senate to create resolutions to change the *Faculty Handbook*.

Letter of Understanding

Faculty Representation in Searches

A committee composed of members designated by the AAUP, the Provost and the Faculty Senate shall develop and recommend a policy that provides for meaningful representation of faculty in searches of academic administrators, including Provost and Deans, to ensure a broad range of views. The committee shall provide its recommendations by May 1, 2014.

Letter of Understanding
Hearing Aids

A committee composed of members designated by the AAUP and the Chief Human Resources Officer, shall investigate a benefits plan for the purchase of hearing aids by working with the Benefits Office and the State of Delaware.

The committee shall provide its recommendations no later than May 1, 2014.