



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

UNIVERSITY OF DELAWARE

and

AMERICAN ASSOCIATION
OF UNIVERSITY PROFESSORS
UNIVERSITY OF DELAWARE CHAPTER



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**ARTICLE I
AGREEMENT**

This Agreement is made and entered into this 4th day of October, 1979, 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 and 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 Statement on Academic Freedom as approved by the Board of Trustees of the University, May 31, 1979.

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.

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 or adjunct faculty members, 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 who are administratively assigned to the following facilities of the University 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:

1. Newark Campus.
2. Georgetown — Full-time University faculty at the Experimental Station, Georgetown; full-time University faculty in the College Parallel Program at the Southern Branch, Delaware Technical and Community College.
3. Lewes—Full-time University faculty at the University Marine Laboratory at Lewes.
4. Wilmington—Full-time University faculty in the College Parallel Program at the Northern Branch, Delaware Technical and Community College.
5. Dover—Full-time University faculty in the Freshmen Honors Programs.

3.3 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 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" form attached hereto as Appendix "A." 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 semimonthly 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 to 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 be given one three-credit course reduction each per semester for the purpose of representing the AAUP in collective bargaining. AAUP shall make the designations under the provisions of this paragraph and shall inform the University in writing of such designations.

5.9 The advice of a majority of the faculty within the department will be required for the appointment or reappointment of the Department Chairperson. The procedures by which this advice is obtained shall be determined by the faculty of the affected department, and shall be consistent with the Procedures for Selection and Appointment of Department Chairpersons and Program Directors, *University Policy and Procedures Manual - Chairperson's Supplement* (No. 1-2, Sept. 1, 1975, pp 1-2 and 7-10).

5.10 The University shall make available to each member of the bargaining unit a copy of the official *Faculty Handbook* and copies of modifications in the policies and practices contained therein as issued.

5.11 The University, upon written request of AAUP, will provide the following information on each bargaining unit member in the format provided in the past: salary history by college, rank, sex and length of contract (fiscal year, academic year, or other), employment history, 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 participation, tuition remission participation and course fee waiver participation. In addition, the University, upon written request, will provide AAUP with the following information: names and departments of new appointments and reappointments with duration of appointment or reappointment, names and departments of faculty promoted and/or granted tenure each year, names of faculty terminated, 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, and individual Academic Activity Reports. These data will also be provided in machine readable form.

Upon receipt of the information, 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) calendar 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 Vice President for Personnel and Employee Relations within forty (40) calendar 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 Vice President for Personnel and Employee Relations 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 Vice President for Personnel and Employee Relations shall consider the grievance and shall reply in writing to the AAUP within ten (10) calendar days after receipt of the appeal. If the AAUP is not satisfied with the written decision of the Vice President for Personnel and Employee Relations, it may file a written appeal within fifteen (15) calendar days as provided in Step 4 of the grievance procedure.

5.12 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) calendar 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 program. 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

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, matters which may be grieved on procedural grounds are covered by Article XV - Maintenance of Practices, in this Agreement. Procedures for processing complaints or problems related to terms or conditions of employment, but which are not grievances as defined above, will follow Steps 1 and 2. If the complaint is not resolved at Step 2, it may be appealed to the University Senate Review Committee. This committee is advisory to the Vice President for Academic Affairs whose decision in such cases is final and binding.

Every attempt shall be made to resolve any grievance arising under this section speedily and informally by meetings between those directly affected. An appellant who has a grievance must initiate action under Step 1, in writing, within sixty (60)

calendar days after knowledge of the occurrence of the event out of which the appeal arises.*

8.2 Any grievance appeal of a member of the bargaining unit of the AAUP - hereinafter called "the appellant" - shall be handled in the following manner:

Step 1. An appellant who has a grievance shall present an appeal in writing and signed by the appellant in the first instance to the Chairperson (if the appellant is in an administrative unit with no Chairperson, this step is omitted). The Chairperson shall discuss the grievance with the appellant. The AAUP will be notified by the Chairperson and may send representatives to all meetings where the grievance is discussed with the appellant.

The Chairperson shall consider the appeal and shall reply in writing within seven (7) calendar days after receipt of the appeal.

Step 2. If the matter is not resolved, the appellant shall file a written appeal to the Dean or Director within seven (7) calendar days of receipt of the Chairperson's reply. The Dean or Director shall discuss the grievance with the Chairperson and the appellant. The AAUP will be notified by the Dean or Director and may send representatives to all meetings where the grievance is discussed with the appellant.

*For the information of bargaining unit members, it is desirable that individual written statements include (1) a statement of the action being grieved; (2) reference to the relevant Article(s) of this Agreement, or to relevant statements of University, College, Division, or Department policy; and (3) an indication of the remedy or relief sought.

The Dean or Director shall consider the appeal and shall reply in writing within ten (10) calendar days after receipt of the appeal.

Step 3. In the event the matter is not resolved in Step 2, the appellant may appeal in writing (with copies to the AAUP, the Dean or Director, and the Chairperson) to the University Appeals Committee, defined below, within seven (7) calendar days after receipt of the reply from the Dean or Director. The University Appeals Committee must hear the case with concern for due process: the appellant must be afforded the opportunity to testify; the appellant must have the opportunity to be apprised of the bases upon which all actions were taken.

The Committee, the appellant, and — if he/she so wishes — AAUP representatives, will be afforded an opportunity to obtain necessary witnesses and relevant documentary and other evidence, except letters of recommendation pertaining to initial employment. The administration will make available on a confidential basis necessary documents and other evidence within its control and, insofar as it is possible for it to do so, secure the cooperation of necessary witnesses.

The appellant and the appropriate administrative officer will have the right to confront and cross-examine all the witnesses. Where a witness cannot or will not appear — but the Committee determines that the interests of justice require admission of his/her statements — the Committee will identify the witness, and, if possible, disclose his/her statement and provide for interrogatories.

The University Appeals Committee must render its decision in writing to the Vice President for Personnel and Employee Relations, the appellant, the AAUP, the Dean or Director and Chairperson within twenty-five (25) calendar days after the appeal was presented to the Committee unless further time is granted by mutual consent of the parties to this Agreement. The decision of this Committee shall be considered advisory to the Vice President for Personnel and Employee Relations. The Vice President for Personnel and Employee Relations shall rule on the appeal in writing with copies to the appellant, the AAUP, the Dean or Director and Chairperson within ten (10) calendar days of receipt of the recommendation of the University Appeals Committee.

Step 4. If the appellant is not satisfied with the written decision of the Vice President for Personnel and Employee Relations 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 seven (7) calendar 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 be final and binding. The arbitrator's award 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 The University Appeals Committee shall be selected within thirty (30) days of the signing of this Agreement, and

shall consist of nine (9) faculty members selected as follows: five (5) members of the bargaining unit selected by the administration from a list of twenty (20) provided by the AAUP, and four (4) members of the voting faculty of the University as defined by the Bylaws of the Board of Trustees shall be selected by the AAUP from a list of eighteen (18) provided by the administration. The AAUP and the administration shall each determine the willingness of its nominees to serve before submitting that list for selection of Committee members by the other party.

8.3.1 Within ten (10) days of its appointment, the Committee shall elect by majority vote one of its members to serve as chairperson for the duration of this Agreement. The Chairperson shall receive and schedule hearings on all appeals or grievances filed with the Committee; shall preside over any and all meetings of the Committee; and shall notify concerned individuals of the composition of any Hearing Panel established by the Committee to decide a grievance or appeal.

8.3.2 If during the term of this Agreement any member(s) of the Committee are unable to serve for reasons agreed to as satisfactory by both parties to the Agreement, such member(s) shall be replaced by the administration from the list provided by the AAUP (Art. 8.3), or by the AAUP from the list provided by the administration (Art. 8.3), as appropriate to the status of the retiring member(s). Should the chairperson of the Com-

mittee need to be replaced for reasons agreeable to both parties to this Agreement, a new one shall be elected within ten (10) days of the appointment of replacements, by majority vote of the nine-member Committee.

8.3.3 A Hearing Panel shall be constituted from the Committee for each grievance or appeal coming to the Committee, and shall consist of five (5) members of the Committee, at least three (3) of whom shall be members of the bargaining unit. A chairperson of a hearing panel shall be appointed by majority vote of the Committee, and shall have the responsibility to chair all hearings on the case for which the Panel is constituted, and to oversee the conduct and disposition of the case. Except under extraordinary circumstances and by the agreement of both parties to this Agreement, the composition of a hearing panel shall not change during its processing of a grievance or appeal.

8.4 Any written decision or written answer to an appeal 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 appellant(s) and the parties to this Agreement. If a decision or written answer to an appeal is not rendered by an administrator or University Appeals Committee within the time limits specified in this Article, the appellant may take the next step in the procedure.

8.5 University holidays, Saturdays, and Sundays shall not be counted as calendar days. Extension of time will normally be granted for good and sufficient reasons, such as illness of the appellant, problems arising from Winterim and summer, by mutual agreement.

8.6 At no step in the procedure shall a settlement be reached which is inconsistent with the provisions of this Agreement.

8.7 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.

8.8 Two or more members of the bargaining unit within the same college or department alleging the same difference concerning the interpretation, application, or claimed violation of any provision of this Agreement may bring the same grievance under this Grievance Procedure.

8.9 A grievance filed by more than one member of the bargaining unit within the same college or department may be introduced directly to Step 2 of the Grievance Procedure provided such grievance is filed in writing within forty-five (45) calendar days after knowledge by any one such member of the occurrence of the event out of which the appeal arises.

8.10 Faculty members from different colleges alleging the same difference concerning the interpretation, application, or claimed violation of any provision of this Agreement shall have the option of bringing the same grievance under the Grievance Procedure, which may be introduced directly in Step 3, provided

the grievance is filed in writing within forty-five (45) calendar days after knowledge by any one such member of the occurrence of the event out of which the appeal arises.

8.11 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 5.11. Such grievance shall be filed directly with the Vice President for Personnel and Employee Relations within twenty (20) calendar days after knowledge of the occurrence of the event out of which the grievance arises. The Vice President for Personnel and Employee Relations shall consider the grievance and shall reply in writing to the AAUP within ten (10) calendar days after receipt of the appeal. If the AAUP is not satisfied with the written decision of the Vice President for Personnel and Employee Relations, it may file a written appeal within fifteen (15) calendar days as provided in Step 4, above.

8.12 If a grievance is the result of an action of an administrator above the level of department chairperson, the appellant may initiate his/her grievance at the administrative level where the action was taken or at Step 3. If the grievance results from the action of the President, it may be initiated at Step 3 or Step 4. Grievances under this Article must be filed in writing within forty-five (45) calendar days after knowledge of the occurrence of the event out of which the grievance has arisen.

8.13 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 can represent the appellant, act as his/her advisor or as observer at the option of the appellant.

**ARTICLE IX
PERSONNEL BENEFITS**

9.1 During the term of this Agreement, the University agrees to make available the present level of benefits provided by the following programs and policies.

- A. Insurance Programs
 - 1. Medical-Surgical
 - 2. Major Medical
 - 3. Total Disability
 - 4. Life Insurance
 - 5. Dental Program
- B. University Retirement Program (TIAA/CREF)
- C. Course Fee Waivers
- D. Physical Examinations
- E. Mortgage Loans

9.2 Medical Insurance benefits are amended as follows:

- A. Effective July 1, 1979, the University shall pay for each eligible faculty member enrolled in the program (State of Delaware Hospital-Surgical Medical Program) an allowance of up to \$20 per month towards the type of coverage selected over the individual basic benefits.
- B. The University will 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.

C. Dental Plan

Effective July 1, 1980, the University shall provide family dental insurance for all bargaining unit members. The following provisions shall be regarded as minimal guidelines for the plan:

- 1) 100 % coverage on diagnostic and preventative.
- 2) 80-20 % co-pay (\$25 deductible) on restorative, oral surgery, endodontics, and periodontics. 50-50 % co-pay (\$25 deductible) on prosthodontics. There is a \$1,000 annual maximum per person.
- 3) 50-50 % co-pay on orthodontics up to \$1,000 lifetime per family member.

Details of the plan and selection of the carrier will be determined by the University.

9.3 University Retirement Benefits (TIAA/CREF) are provided as follows:

- A. Effective July 1, 1979, participation with University contributions shall be optional for eligible faculty age 34 or younger.
- B. Effective July 1, 1981, the University's contribution shall be increased to 10 % of base salary for each eligible faculty member enrolled in the program.

9.4 The physical examination benefit shall be amended as follows:

Effective July 1, 1979, the University shall assist each bargaining unit member in meeting the costs of annual health examinations by his/her own physicians up to a total of \$75.00. This total can be applied to costs of annual physical examinations and optical examinations/optical fittings.

9.5 Employees must apply for the foregoing benefits within thirty (30) days of employment or as otherwise specified in the respective plans. Information on the foregoing programs may be obtained at the Personnel Benefits Office.

9.6 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.

9.7 During the term of this Agreement, the University agrees to provide a tuition remission program for eligible faculty spouses and dependents as follows:*

- a) During the academic year 1979-80, beginning with the Fall Semester, either the spouse of the faculty member or one dependent child may take 15 credit hours at no charge if enrolled as a full-time matriculated undergraduate student.

*Eligibility of the spouse or dependent child under the provisions of this paragraph shall not be affected should the faculty member become totally disabled or die.

- 1) The above benefits shall apply in only one semester in the freshman or sophomore year and in two semesters in the junior or senior year. This benefit shall apply to only one dependent child or faculty spouse.
 - 2) It is further understood that this benefit shall apply to 15 credit hours in one semester and may not be divided between semesters.
- b) During the academic year 1980-81, beginning with the Fall Semester, either the spouse of the faculty member or one dependent child of the faculty member may take 15 credit hours at no charge if enrolled as a full-time matriculated undergraduate student.
 - 1) The above benefit shall apply in only one semester in the freshman year and in two semesters in the sophomore, junior, or senior year. This benefit shall apply to only one dependent child or faculty spouse.
 - 2) It is further understood that this benefit shall apply to 15 credit hours in one semester and may not be divided between semesters.
 - c) During the academic year 1981-82, beginning with the Fall Semester, either the spouse of the faculty member or one dependent child of the faculty member may take 15 credit hours at no charge if enrolled as a full-time matriculated undergraduate student.
 - 1) The above benefit shall apply in two semesters

in the freshman, sophomore, junior, or senior year. This benefit shall apply to only one dependent child or faculty spouse.

- 2) It is further understood that this benefit shall apply to 15 credit hours in one semester and may not be divided between semesters.

9.8 Course Fee Waiver

All regular full time faculty members, or the spouse or one dependent of each faculty member, may enroll in one course each semester, each summer session, and during the winter session without payment of fees provided such enrollment does not displace a paying student from the class or add appreciable costs to the University. +

9.9 The provisions of this Article shall be subject to the rules and regulations of the various insurance and annuity carriers and applicable University regulations.

9.10 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.

ARTICLE X NONDISCRIMINATION

The University and the AAUP agree not to discriminate against a faculty member because of race, creed, color, sex, age, religion, national origin, veterans or handicapped status or membership or nonmembership in the AAUP.

+This benefit begins with the 1980 winter session.

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 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 problem supervision (workload of faculty members on 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. The composition of a normal workload within a unit will be consistent with past practice within that unit.

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

11.4 At the beginning of the 1979-80 academic year, the planned student-bargaining unit faculty ratio will not exceed 17.9 full time graduate† and undergraduate†† 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

†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 (Undergraduate Catalog, 1972-74, p. 79).

the University, and among faculty members.

11.5 Except by mutual agreement the teaching and advisement portion of each individual's workload will not average in excess of 12 credit-contact hours⁺ or in excess of 18 teaching contact hours[‡] per week per semester for the academic year, nor shall the average teaching load of the members of the unit exceed the past practice within 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.

11.6 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

⁺Each hour spent in scheduled classroom teaching counts as 1 credit-contact hour. Each hour spent in scheduled laboratory, field, or clinical 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. Thirty full time undergraduate advisees are equivalent to 1/2 credit-contact hour.

[‡]Each hour spent in scheduled individual laboratory, field, studio, or clinical 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.

unit) are met. The faculty member and chairperson (or dean or director) will develop in writing the workload plan for every semester at least two months prior to the beginning of the semester. Every effort will be made to develop the workload plan harmoniously.

11.7 In developing a workload plan, courses will be scheduled so that the anticipated enrollment in any course at the 500 level and above will not exceed 35.

ARTICLE XII SALARIES

12.1 For the period July 1, 1979 through June 30, 1980, an amount equivalent to 7% of the 1978-79 base salaries of continuing members* of the bargaining unit shall be allocated in the following manner:

*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 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.

- a) Each continuing member of the bargaining unit shall receive an amount equivalent to 5% of his/her 1978-79 base salary.
- b) In addition, an amount equivalent to 2% of 1978-79 base salaries of continuing members of the bargaining unit in each college or division shall be allocated to a merit pool and divided within that particular college or division among continuing members of the bargaining unit. Such merit increases shall be based upon an individual's performance in carrying out his/her workload as described in Article 11.2 of this Agreement.
- c) All increases in salary will begin July 1, 1979 for bargaining unit members on fiscal year contracts and September 1, 1979 for bargaining unit members on academic year contracts.

12.2 For the period July 1, 1980 through June 30, 1981, an amount equivalent to 7% of the 1979-80 base salaries of continuing faculty members of the bargaining unit shall be allocated in the following manner:

- a) Each continuing member of the bargaining unit shall receive an amount equivalent to 4% of his/her 1979-80 base salary.
- b) In addition, an amount equivalent to 3% of 1979-80 base salaries of continuing members of the bargaining unit in each college or division shall be allocated to a merit pool and divided within that particular college or division among continuing members of the

bargaining unit. Such merit increases shall be based upon an individual's performance in carrying out his/her workload as described in Article 11.2 of this Agreement.

- c) All increases in salary will begin July 1, 1980 for bargaining unit members on fiscal year contracts and September 1, 1980 for bargaining unit members on academic year contracts.

12.3 For the period July 1, 1980 through June 30, 1981, an amount equivalent to 2% of the 1979-80 base salaries of continuing members of the bargaining unit at the rank of Assistant Professor in each college or division shall be allocated to a merit pool and divided within that particular college or division among continuing members of the bargaining unit at the rank of Assistant Professor. Such merit increases shall be based upon an individual's performance in carrying out his/her workload as described in Article 11.2 of this Agreement. This adjustment will be made to continuing members of the bargaining unit who are at the rank of Assistant Professor on July 1, 1980 (fiscal year contract) and September 1, 1980 (academic year contract).

12.4 For the period July 1, 1981 through June 30, 1982, an amount equivalent to 7% of the 1980-81 base salaries of continuing faculty members of the bargaining unit shall be allocated in the following manner:

- a) Each continuing member of the bargaining unit shall receive an amount equivalent to 3% of his/her 1980-81

base salary, unless the increase in Consumer Price Index* (C.P.I.) is below 6% in which event each continuing member of the bargaining unit shall receive an amount equivalent to 2.3% of his/her salary 1980-81 base salary.

- b) In addition, an amount equivalent to 4% of 1980-81 base salaries of continuing members of the bargaining unit in each college or division shall be allocated to a merit pool and divided within that particular college or division among continuing members of the bargaining unit, unless the increase in C.P.I. is below 6% in which event an amount equivalent to 4.7% of 1980-81 base salaries shall be allocated to the merit pool and divided within that particular college or division among continuing members of the bargaining unit. Such merit increases shall be based upon an individual's performance in carrying out his/her workload as described in Article 11.2 of this Agreement.
- c) All increases in salary will begin July 1, 1981 for bargaining unit members on fiscal year contracts and September 1, 1981 for unit members on academic year contracts.

12.5 For the period July 1, 1981 through June 30, 1982, additional salary adjustments for continuing members of the

*The Index to be used in this computation is the U.S. Department of Labor All Urban Consumer Price Index (1967 = 100) for the Philadelphia, Pa./New Jersey Metropolitan area. The time period to be used in calculating the C.P.I. is May 1, 1980 to April 30, 1981 for both 12.4 a and 12.4 b.

bargaining unit shall be allocated as percentage increases of their 1980-81 base salaries if the increase in the Consumer Price Index (C.P.I.) from May 1, 1980 to April 30, 1981 exceeds 8%. For each 1% increase in the C.P.I. above 8%, each continuing member of the bargaining unit shall receive an increase of .7% of his/her 1980-81 base salary subject to the limitation that the total amount allocated for this purpose shall not exceed 2.8% of the 1980-81 base salaries of continuing members. This increase in salary will begin July 1, 1981 for bargaining unit members on fiscal year contracts and September 1, 1981 for bargaining unit members on academic year contracts.

12.6 Fractional increases in the C.P.I. of .5 or greater will be rounded to the next higher integer and fractional increases less than .5 shall be rounded to the next lower integer.

12.7 Promotional increases shall be exclusive of increases awarded in accordance with the above and shall become effective July 1, 1979 or September 1, 1979, July 1, 1980 or September 1, 1980, or July 1, 1981 or September 1, 1981, whichever applies to the date of the faculty member's promotion. Such increases shall be in amounts as follows:

Assistant Professor	\$ 720
Associate Professor	1,070
Professor	1,430

12.8 Roll up costs and increases in fringe benefits costs associated with University-paid portions of the benefit package as a result of the provisions of paragraphs 12.1, 12.2, 12.3, 12.4, 12.5 and 12.7 shall be paid by the University.

12.9 The following salary minimums for all new members of the bargaining unit shall apply:

	Effective Academic year 79-80	Effective Fiscal year 79-80
Instructor or Lecturer	\$10,272	\$12,555
Assistant Professor	13,950	17,050
Associate Professor	16,500	20,167
Professor	25,000	30,555

It is agreed that the salary of continuing faculty will not be below the above stated minimums for new faculty.

ARTICLE XIII TOTALITY OF AGREEMENT

Both parties, for the lifetime of the 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 XIV 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 XV MAINTENANCE OF PRACTICES

15.1 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 15.3 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.

15.2 As used in 15.1 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 15.1 of this Article. Written copies of any policy changes occurring after this Agreement is signed, and made in accordance with the provisions of 15.3 below, shall be made available through annual revisions of the Handbook to all members of the bargaining unit, and shall be made available to the AAUP within ten (10) days of their adoption.

15.3 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 15.1 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 such 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.

15.4 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 shall be followed in the future.

ARTICLE XVI 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 XVII
TERM OF AGREEMENT**

This Agreement shall go into effect on July 1, 1979 and shall remain in full force and effect to and including June 30, 1982 and shall automatically renew itself from year to year thereafter unless, no sooner than February 1, 1982 and not later than April 1, 1982, either party shall serve written notice on the other of its desire to terminate, modify, or amend this Agreement. Upon receipt of such notice, negotiation shall commence within ten (10) days on such matters as are specifically set forth in such written notice served on the other party prior to April 1.

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 THIS 4th DAY
OF October, 1979.**

FOR THE UNIVERSITY OF DELAWARE

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

By: C. Harold Brown
Shen L. Lousden
Miss F. P. P.
Richard J. S. S.
Finda W.

By: Maureen C. C.
Willard E. E.
Thomas E. E.
Sarah S. S.
Thomas O. O.
Michael A. A.

**APPENDIX "A"
AUTHORIZATION OF PAYROLL DEDUCTION OF
MEMBERSHIP DUES**

To: University of Delaware
Newark, Delaware

I hereby authorize and direct the University of Delaware through its officers, agents and employees to deduct from the portion of my salary due me each semimonthly pay period the amount of \$_____ as certified by the American Association of University Professors, University of Delaware Chapter.

I further authorize and direct the University of Delaware to transfer and pay the sum so deducted to the Treasurer of the American Association of University Professors, University of Delaware Chapter.

In consideration of the above described services rendered by the University of Delaware, the American Association of University Professors, University of Delaware Chapter, its members, officers, agents and employees and the undersigned hereby release and discharge the University of Delaware, its officers, agents and employees from any and all liability whatsoever arising as a result of the authorization herein given.

Dues deduction authorizations received by the University payroll department shall be in accordance with the "ASSOCIATION MEMBERSHIP, Professional Dues Deduction" article of the current University of Delaware and AAUP contract.

This authorization is voluntary and shall be irrevocable for

the period of one (1) year, and I agree and direct that it shall be automatically renewed and shall be irrevocable for successive periods of one (1) year each, unless revoked by me by giving written notice to the University and the Association not less than fifteen (15) days prior to the expiration of each period of one (1) year. This authorization shall cease upon termination of employment with the University or upon transfer to a position excluded from the bargaining unit.

It is understood this service shall be limited to the University of Delaware Chapter of American Association of University Professors for any individual employee, and that no partial deductions will be made.

Employee Signature

Date

Position Title Department

Social Security #

NAME (Print)

Last First Middle

Address

October 4, 1979

LETTER OF UNDERSTANDING

Provision 2 of the Mortgage Loan Program as contained in the Faculty Handbook, Section V-J shall be amended as follows:

2. The term of the mortgage shall not exceed 30 years or 70 years of age, whichever is less.

This provision as amended shall be effective July 1, 1979.

Willard E. Raxte
President, American Association
of University Professors
University of Delaware Chapter

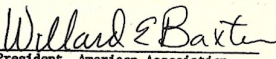
C. Harold Brown
Vice President for Personnel
and Employee Relations

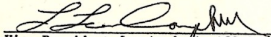
October 4, 1979

LETTER OF UNDERSTANDING

Both parties agree that the quality of CEND and Summer/Winter courses ought to be maintained and that in most cases, instruction of such courses ought to be by full time faculty members.

It is, therefore, agreed that Departments be asked to file a letter of intent with the Vice President for Academic Affairs and President of AAUP, to the effect that full time Department faculty will be apprised of CEND and Summer/Winter Session courses in advance of faculty assignments to those courses, and that efforts will be made to staff those course offerings by appropriately qualified full time members of the Department.


Willard E. Baxter
President, American Association
of University Professors,
University of Delaware Chapter


L. L. Caplan
Vice President for Academic Affairs

October 4, 1979

Dr. Willard E. Baxter, President
American Association of University Professors
University of Delaware Chapter
Newark, DE 19711

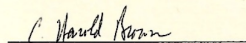
Dear Dr. Baxter:


It is agreed that a committee shall be established to study the question of instruction by part-time faculty. (This would not include instruction associated with CEND courses or graduate student teaching assignments.) This matter shall be sent to the Faculty Senate Executive Committee with the recommendation that either an appropriate Senate Committee or an ad hoc committee be established to conduct the study. The purpose of the study will be to prepare a report by July 1, 1980 to: 1) obtain and analyze information concerning the nature and extent of part-time instruction at the University, and 2) provide recommendations as to an appropriate University policy regarding part-time instruction.

During the life of the contract, or until appropriate policy is developed, the present proportion of courses offered by the University that are taught by part-time appointees will be maintained or reduced.

Very truly yours,


L. L. Caplan
Vice President for Academic Affairs


C. Harold Brown
Vice President for Personnel and
Employee Relations


Willard E. Baxter
President, American Association
of University Professors
University of Delaware Chapter

UNIVERSITY OF DELAWARE
NEWARK, DELAWARE
19711

OFFICE OF PERSONNEL
AND EMPLOYEE RELATIONS
PHONE: 352-738-2164

October 4, 1979

Dr. Willard E. Baxter, President
American Association of University Professors
University of Delaware Chapter
Newark, DE 19711

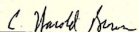
Dear Dr. Baxter:

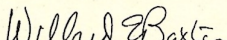
It is agreed that an adjustment will be made to salaries of faculty in the bargaining unit who have been employed at the University of Delaware for five (5) years or more and whose salaries are significantly below an appropriate standard. To implement this adjustment, the following steps will be taken:

1. A total amount of \$80,000 will be provided for the salary adjustments.
2. A six member committee will be established to determine appropriate criteria and guidelines for implementation of the adjustments. The committee will be composed of the Vice President for Academic Affairs, Vice President for Personnel and Employee Relations, Director of Institutional Research, and three representatives designated by the AAUP.
3. Appropriate data as determined by the committee will be obtained by the Office of Institutional Research.
4. Allocations will be distributed to deans and directors as a salary adjustment pool. Adjustments to individual salaries will be made by budget administrators in accordance with the criteria and guidelines developed by the Committee.
5. The adjustments will be made no later than the end of the 1979 Fall Semester.

Very truly yours,


Vice President for Academic Affairs


Vice President for Personnel and
Employee Relations


President, American Association
of University Professors
University of Delaware Chapter

UNIVERSITY OF DELAWARE
NEWARK, DELAWARE
19711

OFFICE OF PERSONNEL
AND EMPLOYEE RELATIONS
PHONE: 352-738-2164

October 4, 1979

Dr. Willard E. Baxter, President
American Association of University Professors
University of Delaware Chapter
Newark, DE 19711

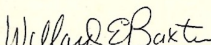
Dear Dr. Baxter:

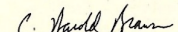
This letter sets forth guidelines to assure faculty involvement in matters related to reductions in faculty positions.

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 II, Subsection 16, pages II 11-13, published May 15, 1978) shall be implemented only after the procedures specified in that "Statement" have been followed.
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.
3. Reductions in faculty positions proposed as a result of the type of reorganization referenced in Trustee Bylaws, Chapter 2, II-B, 2 and II-E, 3 (The University of Delaware Charter and Bylaws of the Board of Trustees, Revised 1978) shall be implemented only after the requirements of these bylaws have been met.

Very truly yours,


Vice President for Academic Affairs


President, American Association
of University Professors
University of Delaware Chapter


Vice President for Personnel and
Employee Relations