



COLLECTIVE BARGAINING AGREEMENT

*between*

THE UNIVERSITY OF DELAWARE

*and*

AMERICAN ASSOCIATION  
OF UNIVERSITY PROFESSORS,  
UNIVERSITY OF DELAWARE CHAPTER

JULY 1, 1994 - JUNE 30, 1996



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## TABLE OF CONTENTS

ARTICLE I	Agreement .....	1
ARTICLE II	Purpose .....	1
ARTICLE III	Recognition .....	1
ARTICLE IV	AAUP Membership .....	2
ARTICLE V	AAUP Representatives and Privileges .....	3
ARTICLE VI	Bargaining Unit Membership: List of Unit .....	5
ARTICLE VII	No Strikes or Lockouts .....	5
ARTICLE VIII	Grievance Procedure .....	5
ARTICLE IX	Personnel Benefits .....	9
ARTICLE X	Nondiscrimination .....	12
ARTICLE XI	Faculty Workload.....	12
ARTICLE XII	Salaries .....	14
ARTICLE XIII	Use of Part-time Faculty .....	17
ARTICLE XIV	Reduction in Faculty Positions .....	18
ARTICLE XV	Totality of Agreement .....	18
ARTICLE XVI	Precedence of Laws .....	18
ARTICLE XVII	Maintenance of Practices .....	18
ARTICLE XVIII	Safety and Health .....	20
ARTICLE XIX	Parallel Program .....	20
ARTICLE XX	Term of Agreement .....	20
APPENDIX "A"	Benefits and Cost Containment Committee .....	21
APPENDIX "B"	Overload Rates .....	23

## ARTICLE I AGREEMENT

This Agreement is made and entered into this thirtieth day of June, 1994 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 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, 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 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 Georgetown Research and Education Center; 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/Dover — Full-time University faculty in the University Parallel Program at the Northern Branch, Delaware Technical and Community College, and Terry Campus.

### 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 of 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 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 ones with the mutual agreement of the faculty member and department chairperson/dean. In addition, two officers or committee members of the AAUP shall be given one three (3) credit course reduction for each semester. 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 of these designations and the semesters during which they will occur in sufficient time to permit adequate course coverage.



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. 3, Nov. 1, 1991).

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. The University shall maintain the Handbook for Faculty and the Chairperson's Supplement in print copy and as an on-line computer document which shall be accessible by the faculty.

5.11 The University, upon written request of the AAUP, 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, 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, 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. 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 12.7 during the preceding year. The report will indicate 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, 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 Vice President for Employee Relations 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 Vice President for 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 Employee Relations 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 Vice President for Employee Relations, it may file a written appeal within fifteen (15) work 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) 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 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, if an administrative action is taken which is not in accordance with the procedure required by the policies specified in Article XVI, Section 16.1, 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 Vice President for Employee Relations.

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 Vice President for Employee Relations.

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, AAUP, and the Vice President for Employee Relations.

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 Vice President for Employee Relations.

Step 3: If the grievant is not satisfied with the decision at Step 2, the grievant may appeal in writing (with copies to the AAUP, the Dean/Director, and the Chairperson) to the Vice President for Employee Relations within ten (10) work days after receipt of the Step 2 decision. The Vice President for Employee Relations, 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 Vice President for Employee Relations, 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 Vice President for Employee Relations 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 Vice President for Employee Relations 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 Vice President for Employee Relations. It is understood that the Vice President for Employee Relations 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 Vice President for 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 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 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 Vice President for Employee Relations 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 Vice President for Employee Relations 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 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 5.11. Such grievance shall be filed directly with the Vice President for Employee Relations within the time limits set forth in Section 8.1, above. The Vice President for Employee Relations 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 Vice President for Employee Relations, it may file a written appeal within twenty (20) work days as provided in 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 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 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 "UD Lets UDecide." 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:

1. Medical-Surgical (with major medical)
2. Total Disability
3. Life Insurance
4. Dental 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 will be recommended by the Benefits and Cost Containment Committee to the University Administration.

The major medical portion of the insurance program shall be maintained at a maximum benefit level of \$2,000,000.

During the term of this Agreement, any reduction in benefits in the flexible benefit program "UD Lets UDecide" shall not occur without negotiations with the AAUP regarding the benefits being reduced.

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 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 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 "UD Lets UDecide." 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 and dentures.

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 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. Payments to TIAA/CREF and Fidelity shall be made on a semi-monthly basis.

9.6 Any Bargaining Unit member electing to take retirement under a retirement system identified in 9.6 of this Agreement, should give the Vice President for Employee Relations, in writing, six months prior notice to the anticipated date of retirement. If such prior notice is given, then

within ten days of the receipt of such letter, the Vice President of Employee Relations 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 phased retirement options with the Vice President for Employee Relations.

To qualify for retirement benefits, the faculty member must be 65 with 5 years service, 55 with 15 years service, or any age with 30 years service.

Faculty electing retirement shall receive severance pay at the rate of one week (1/52 of annual base salary) for each year of University service.

"The University of Delaware Benefits for Retired Employees" ("the Blue Sheet") are provided to faculty and shall be incorporated into both the printed and on-line versions of the Handbook for Faculty.

Upon retirement the University will provide a \$4,000 death benefit for each faculty member.

9.7 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 \$150.00. This total can be applied to costs of annual physical examinations and optical examinations/optical fittings and hearing examinations/hearing aid fittings. In addition, the colleges of PEAR, Nursing, and Human Resources will implement a wellness program for University employees starting September 1, 1994. An additional \$50 will be made available 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.

9.8 The Benefits and Cost Containment Committee, described more fully in Appendix A to this Agreement, monitors the activities of the wellness program for University employees, assists in evaluating the University's current health care programs and recommends changes prior to the solicitation of proposals by the State of Delaware for new agreements with Blue Cross/Blue Shield of Delaware, and looks at other emerging benefit issues. 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.

9.9 The University will provide a tuition remission program for spouses and dependents.<sup>1</sup> A total of two family members, including dependent children and the 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

<sup>1</sup> Spouses who have not remarried and biological and adopted children of faculty members who retire, become totally disabled or die are eligible for this benefit even if not matriculated prior to the occurrence of one of these events.



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.

9.10 Course Fee Waiver

Bargaining unit members, or the spouse or one dependent may enroll in one academic credit course 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.

9.11 The Tuition Exchange Program will be expanded to 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. A joint University-AAUP committee shall continue to study the establishment of a new consortium of "comparator" colleges and universities that will sponsor a tuition exchange program.

9.12 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.

9.13 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.

9.14 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 (Handbook for Faculty, III-37) shall receive FMLA benefits for up to one semester during the period of approved FMLA leave.

## 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 "Workload Policy Guidelines" issued on December 15, 1989. 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.

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 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.

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

11.6 The planned student-bargaining unit faculty ratio will not exceed 17.9 full-time graduate and undergraduate<sup>2</sup> 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.

11.7 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,<sup>3</sup> 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.

11.8 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

<sup>2</sup> 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.

<sup>3</sup> Full-time undergraduate students are those carrying twelve (12) or more course credit hours per semester. 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.

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.

11.9 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.

11.10 Department chairs/deans will apprise full-time members of the department/college of CEND, Summer/Winter Sessions courses, all S-Contract regular session courses and Study Abroad teaching opportunities during the regular semesters or special sessions (exclusive of language-based programs) in advance of assignments to these programs and courses. These opportunities will be broadly announced, and efforts will be made to staff these programs and courses with appropriately qualified full-time members of the department.

**ARTICLE XII  
SALARIES**

12.1 For the period July 1, 1994 through June 30, 1995, 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/her salary increased by an amount equivalent to 2.5% of his/her 1993-94 base salary.
- b) In addition, an amount equivalent to 1.5% of the 1993-94 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 12.3.
- c) Each continuing member of the bargaining unit shall have his or her salary adjusted by the following structural adjustment based on the faculty member's rank as of July 1, 1994:

	<u>Academic Year</u>	<u>Fiscal Year</u>
Professor:	\$650	\$795
Assistant Professor:	300	365

- d) All increases will be effective July 1, 1994 for bargaining unit members on fiscal year contracts and September 1, 1994 for bargaining unit members on academic year contracts.<sup>4</sup>

<sup>4</sup> For the purpose 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.

12.2 For the period July 1, 1995 through June 30, 1996, 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/her salary increased by an amount equivalent to 2.5% of his/her 1994-95 base salary.
- b) In addition, an amount equivalent to 2.0% of the 1994-95 base salaries 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 12.3.
- c) Each continuing member of the bargaining unit shall have his or her salary adjusted by the following amount based on the faculty member's rank as of July 1, 1995:

	<u>Academic Year</u>	<u>Fiscal Year</u>
Professor:	\$600	\$735
Assistant Professor:	300	365

- d) All increases will be effective July 1, 1995 for bargaining unit members on fiscal year contracts and September 1, 1995 for bargaining unit members on academic year contracts.

12.3 Merit pay increases shall be awarded in a fashion which is consistent with the faculty member's performance as reflected in the annual evaluation conducted by the department chairperson or dean (in units where there are no chairpersons). A chair or dean shall consider in his or her evaluation of a faculty member's activities all evidence submitted by a faculty member which is consistent with written departmental criteria for merit pool allocations. (These written departmental criteria for merit pool allocations shall be consistent with the department's criteria for promotion and tenure). In the absence of such written criteria, the chair/dean shall use the department's criteria for promotion and tenure. The annual evaluation shall be based on criteria which have been clearly communicated to faculty members in advance of the period covered by the evaluation and which are consistent with the workload plans developed in accordance with Article 11.8 of this Agreement. The chair or dean shall communicate to each faculty member in his/her administrative unit the basis for the evaluation and shall review with a faculty member, upon request, information which indicates the correspondence between merit pay within the faculty member's department or comparable unit and evaluation ratings within that unit so that the faculty member may know whether his or her merit pay is consistent with the annual evaluation. Anonymous or confidential information shall not be used to evaluate a faculty member without that faculty member having the opportunity to respond to the substance of the information before the evaluation is complete. Merit increases are to be awarded solely on the basis of past performance in research, teaching and service (as referenced in Article 11.2).

12.4 Promotion increments shall be adjusted to the following amounts effective July 1, 1994:

	<u>Academic Year</u>	<u>Fiscal Year</u>
Promotion to Asst. Professor	\$2,150	\$2,650
Promotion to Assoc. Professor	2,850	3,500
Promotion to Professor	3,550	4,350

The promotion increments will be adjusted to the following amounts effective July 1, 1995:

	<u>Academic Year</u>	<u>Fiscal Year</u>
Promotion to Asst. Professor	\$2,250	\$2,750
Promotion to Assoc. Professor	3,000	3,650
Promotion to Professor	3,700	4,500

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

12.5 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, 12.4, and 12.6 shall be paid by the University.

12.6 After the adjustments have been made in accordance with Articles 12.1, 12.3 and 12.4, the following salary minimums by rank shall be applicable effective July 1, 1994:

	<u>Academic Year</u>	<u>Fiscal Year</u>
Instructor/Lecturer	\$23,000	\$28,100
Assistant Professor	31,500	38,500
Associate Professor	40,000	48,900
Professor	49,100	60,000

After the adjustments have been made in accordance with Articles 12.2, 12.3 and 12.4, salary minimums by rank shall be effective July 1, 1995:

	<u>Academic Year</u>	<u>Fiscal Year</u>
Instructor/Lecturer	\$24,000	\$29,300
Assistant Professor	32,900	40,200
Associate Professor	41,800	51,100
Professor	51,300	62,700

12.7 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 and 12.2. Such adjustments may be implemented by the University under the following situations:

- 1) when a salary adjustment is necessary to correct a gross inequity including, but not limited to, situations of salary inversion and compression;
- 2) when a salary adjustment is necessary to retain a faculty member at the University;

- 3) 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 12.3.

12.8 Effective September 1, 1994 on-contract, full-time faculty teaching overloads (including Continuing Education, Special Sessions, 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 rates for the contract years 1994-1995 and 1995-1996 are set forth in Appendix "B."

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 AAUP.

### **ARTICLE XIII USE OF PART-TIME FACULTY**

It is agreed that the use of part-time 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 appointees:

The use of part-time 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 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 beyond that which can be met by full-time faculty.

**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* (Handbook for Faculty, Section II) 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 1981) shall be implemented only after the requirements of these bylaws have been met.

**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 *Handbook for Faculty* 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 Handbook for Faculty 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  
PARALLEL PROGRAM**

In the case of terminations for financial or funding reasons within the Parallel Program, the most senior faculty will be retained, as needed, so long as they possess the qualifications necessary to fulfill the continuing needs of the Parallel Program.

**ARTICLE XX  
TERM OF AGREEMENT**

This Agreement shall be effective as of July 1, 1994 and shall remain in full force and effect to and including June 30, 1996 and automatically renew itself from year to year thereafter unless, no sooner than December 1, 1995 and not later than December 31, 1995, 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, 1996.

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 24<sup>th</sup> DAY OF MAY, 1994.**

For the University of Delaware

David Oselle  
Maxine Colton  
David Hill  
John C. Conway  
James S. Hovener  
Richard B. Murray  
Thomas Labarthe

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

David J. Colton  
James R. Thornt  
John C. Conway  
Robert B. Conell  
Arthur Halperin  
Virginia D. Adams

**APPENDIX "A"  
BENEFITS AND COST CONTAINMENT COMMITTEE**

1. Committee Purpose

The purpose of the Benefits and Cost Containment Committee (B&CCC) is to evaluate the cost and utilization of the various benefit programs offered to faculty, professional, staff and hourly employees within the University Community and to make recommendations regarding methods by which benefit costs may be reduced or controlled. In order to accomplish this purpose, the University shall:

- a. obtain from BC/BS of Delaware and other benefit providers analyses of claims paid, usage, experience and comparative data regarding experience of the entire state group.
- b. obtain relevant data for all participating University personnel for the purposes of comparative cost analysis.

The University shall attempt to obtain this data within sixty (60) days after agreement on a new contract has been reached.

2. Committee Authority

The B&CCC shall have authority to undertake the following actions in seeking to accomplish its purpose:

- a. Meet with other benefit providers, insurers and third party administrators to analyze how benefit cost reductions can be achieved for both the short and long term.
- b. Evaluate the utilization of benefits to determine whether benefit dollars are being spent on benefits considered valuable and essential by University personnel.
- c. Contract for the services of an outside consultant or other professionals to provide advice regarding benefit plan comparisons or other issues relating to the purposes of the Committee, if such expertise is not available within the University Community.
- d. Make recommendations to the President suggesting benefit changes, alternative carriers or providers, or consideration of self-funding of one or more benefit programs. Such recommendations shall, with the advice of the Vice President for Employee Relations and the Senior Vice President for Administration, be presented to the President if such recommendations are consistent with the stated purpose of the Committee and do not contravene any University policy, applicable law or collective bargaining agreement.

3. Committee Structure

2 Representatives	Faculty (designated by the AAUP)
2 Representatives	Staff (designated by SSAC)
2 Representatives	Hourly (designated by AFSCME)
2 Representatives	Professional (designated by PAC)
3 Representatives	Administration

Representatives on the Committee shall have full authority to represent the group by whom they have been designated. Additionally, University-wide groups or subcommittees, which may include members who are not the designated representatives, shall be appointed as needed to deal with specific issues arising under the Committee's authority.

4. Funding

Reasonable funds necessary to accomplish the items set forth in paragraph 2 and to accomplish the Committee's purpose shall be provided by the University.

**APPENDIX "B"**  
**OVERLOAD RATES**

OVERLOAD COMPENSATION SCHEDULE<sup>1</sup>  
(Applies to Overload, Continuing Education and Special Sessions)<sup>2</sup>

Effective September 1, 1994

	<u>Floor</u>			
	1cr	2cr	3cr	4cr <sup>3</sup>
Instructor	805	1,610	2,415	3,220
Asst. Professor	935	1,870	2,805	3,740
Assoc. Professor	1,075	2,150	3,225	4,300
Full Professor	1,255	2,510	3,765	5,020
Lab Teaching	1,120			

	<u>Ceiling</u>			
	1cr	2cr	3cr	4cr <sup>3</sup>
Instructor	805	1,610	2,415	3,220
Asst. Professor	995	1,990	2,985	3,980
Assoc. Professor	1,245	2,490	3,735	4,980
Full Professor	1,705	3,410	5,115	6,820

- <sup>1</sup> 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 between residence and course location. Incremental payment for instruction at distance locations is based on extra commuting time incurred for such instruction.
- <sup>2</sup> Any additional reimbursement for travel must be arranged in advance through the unit funding the overload.
- <sup>3</sup> 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.

### OVERLOAD COMPENSATION SCHEDULE<sup>1</sup>

(Applies to Overload, Continuing Education and Special Sessions)<sup>2</sup>

Effective September 1, 1995

	<u>Floor</u>			
	1cr	2cr	3cr	4cr <sup>3</sup>
Instructor	840	1,680	2,520	3,360
Asst. Professor	975	1,950	2,925	3,900
Assoc. Professor	1,125	2,250	3,375	4,500
Full Professor	1,310	2,620	3,930	5,240
Lab Teaching	1,170			

	<u>Ceiling<sup>4</sup></u>			
	1cr	2cr	3cr	4cr <sup>4</sup>
Instructor	840	1,680	2,520	3,360
Asst. Professor	1,045	2,090	3,135	4,180
Assoc. Professor	1,300	2,600	3,900	5,200
Full Professor	1,795	3,590	5,385	7,180

- <sup>1</sup> 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 between residence and course location. Incremental payment for instruction at distance locations is based on extra commuting time incurred for such instruction.
- <sup>2</sup> Any additional reimbursement for travel must be arranged in advance through the unit funding the overload.
- <sup>3</sup> 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.
- <sup>4</sup> Ceiling will be recomputed based upon actual 1994-95 average salaries by rank (excluding instructors) no later than January 1, 1995.

### CREDIT COURSE INSTRUCTION IN EXTERNAL STUDIES COURSES

(Continuing Education Only)

3-Credit Courses

Effective September 1, 1994

(Faculty Payment Based on Enrollment; Not Percentage of Salary)

	Per Student	Flat Rate Per Course		
		5-12	13-18	19-24
		<u>5 Students</u>	<u>Students</u>	<u>Students</u>
Instructor	\$115 per student	\$ 805	\$1,210	\$1,610
Asst. Professor	\$119 per student	935	1,405	1,870
Assoc. Professor	\$122 per student	1,075	1,615	2,155
Professor	\$125 per student	1,255	1,880	2,505

Effective July 1, 1995

	Per Student	Flat Rate Per Course		
		5-12	13-18	19-24
		<u>5 Students</u>	<u>Students</u>	<u>Students</u>
Instructor	\$120 per student	\$ 840	\$1,265	\$1,680
Asst. Professor	\$124 per student	975	1,470	1,955
Assoc. Professor	\$128 per student	1,125	1,690	2,250
Professor	\$131 per student	1,310	1,965	2,620



OFFICE OF THE  
VICE PRESIDENT  
FOR EMPLOYEE RELATIONS

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**LETTER OF UNDERSTANDING**

Consistent with the authority outlined for the Benefits and Cost Containment Committee (B&CCC) in Appendix A of the contract (2.b.), the University and the AAUP agree to jointly appoint a subcommittee of the B&CCC to examine benefit options for domestic partners of University employees, i.e., medical, dental and educational benefits. It is further agreed that the subcommittee will recommend a plan to the President using the procedures outlined in Section 2.d. of Appendix A by December 31, 1994. Any recommendations which require changes/additions to the benefits provided University faculty shall be incorporated into Article IX of the contract.

Vice President for Employee Relations

President  
American Association of University Professors