

COLLECTIVE BARGAINING AGREEMENT

Between

THE UNIVERSITY OF DELAWARE

And

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

July 1, 2023 – June 30, 2026

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ARTICLE I

AGREEMENT

1.1 This Agreement is made and entered into this 7th day of December 2023, 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

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

2.2 Academic freedom is the freedom to teach, both inside and outside the classroom, to conduct research and other scholarly or creative activities, and to publish or otherwise disseminate the results. Academic freedom is the right of faculty to examine and discuss all questions of interest to them, and to teach, publish, present, and speak, without censorship or external interference even though their conclusions may be unpopular or contrary to public opinion. Academic freedom also encompasses the freedom to address any matter of institutional policy or action whether or not as a member of any agency of institutional governance. Faculty have the freedom to address the larger community with regard to any social, political, economic, or other interest. The freedoms enumerated in this policy apply without institutional discipline or restraint save for statements or actions that demonstrate disciplinary incompetence, or that violate the University's Professional Ethics Statement (as edited on February 12, 1999), or the University's standards pertaining to disruptive behavior (Faculty Handbook Section 4.2.4 adopted on June 1, 1970, revised May 2021). Alterations to these statements made subsequent to the signing of this Agreement do not affect the freedoms enumerated in this Article unless ratified by the AAUP. Academic responsibility implies the faithful performance of professional duties and obligations,

the recognition of the demands of the scholarly enterprise, and the candor to make it clear that, when one is speaking as a citizen on matters of public interest, one is not speaking for the institution.

2.3 The University shall respect the reasonable privacy expectations of faculty in the interest of promoting academic freedom and an open, collegial atmosphere. Faculty members are required to comply with all University policies regarding information technology systems, information security, and data governance. Faculty shall not be subjected to unjustified or unauthorized searches of their university offices, computers, data, email, or other written or electronic documents. If a search is contemplated by University officials, then all established University policies and procedures must be followed before, during and after the search. The University shall not engage in random monitoring of written or electronic communications. Faculty members shall be contacted before the execution of any contemplated search unless (i) the University is prohibited from doing so, or (ii) there is an urgent situation that requires immediate action, or (iii) to prevent violations of law or University policy. Even then, faculty shall be contacted as soon as practicable after the urgent search action. Faculty shall not be denied access to or use of university email or other network services without the University having justifiable cause, following relevant University policies and procedures. The affected faculty member and CMO shall be informed with reasonable promptness of the action, and the faculty member shall be informed of the reason for the action.

2.4 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.

2.5 In this agreement, the terms "departments" and "department chairpersons" encompass academic units and academic directors.

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

ARTICLE III

RECOGNITION

3.1 The University recognizes the AAUP (Delaware Chapter) as the sole and exclusive bargaining representative as certified by the Department of Labor, State of Delaware, in respect to

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

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

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

3.3 Continuing Track Faculty: Terms of Employment

The *Faculty Handbook* contains the complete set of policies governing the terms of employment of Continuing Track (CT faculty). Any proposed change to the policy governing the conditions of employment for CT faculty that are approved by the Provost and the University Senate during the term of this contract must also be approved by the AAUP before taking effect.

3.4 Management of the University

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

ARTICLE IV

AAUP MEMBERSHIP

4.1 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 UD Webform entitled "PAY General Deductions Form". The AAUP assumes the responsibility to have its members complete said written authorization, or notices of revocation. 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 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 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. The 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 email and 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 telephone service in the faculty offices of the President, the Contract Maintenance Officer, and the Grievance Officer of the AAUP.

5.6 The University agrees to provide a complete printed copy of this Agreement to all bargaining unit members, including each new faculty member, at no cost to the AAUP or its members.

5.7 The University agrees that the online resources for New Faculty Orientation shall include an opportunity for the AAUP President, or their designee, to introduce the AAUP, describe its functions and obligations, explain the meaning of the bargaining unit, and explain the benefits of becoming an AAUP member.

5.8 Four members of the AAUP bargaining unit will each be given one three-credit course reduction for each full semester, or major portion thereof, during which they represent the AAUP in collective bargaining. This reduction may occur in the semester or semesters in which bargaining occurs, or in succeeding semesters with the mutual agreement of the faculty member and department chairperson/or school director/or dean. In addition, four officers of the AAUP shall each be given one (3) three-credit course reduction for each semester. The Provost shall provide S-contracts to the chairs or directors of those departments or schools in which faculty members are taking course reductions for AAUP activities as stipulated in this Article 5.8. The AAUP may also purchase 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 by the end of the fifth week of the semester prior to the semesters during which they will occur to permit adequate course coverage.

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

AAUP of the appointment/reappointment of a chair, interim chair, director or interim director of a department or school.

In searches to fill faculty positions and positions for chairs/directors, the application materials for all applicants, including *curriculum vitae* and letters of reference, shall be made available to all faculty who are eligible to vote on the appointment. Any ad hoc or other occasional committee at the University or College level that will make recommendations or create policy concerning terms and conditions of employment for faculty shall include a member, at AAUP's option, a representative designated by the AAUP who is mutually agreeable to the AAUP and the committee chair.

5.10 A faculty member being an AAUP officer, steering committee member, or department representative shall not, in and of itself, disqualify them from inclusion in any university, college, or departmental committee, task force, or working group, or from holding any position open to a member of the bargaining unit.

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

5.12 The University shall maintain the *Faculty Handbook* and the *Policy Guide for Department Chairs and Academic Program Directors* as an up-to-date on-line computer document that shall be accessible by the faculty at the Provost's website. Both the *Collective Bargaining Agreement* and the *Faculty Handbook* shall be made prominently available on the University website.

5.13 The University shall provide data (digital spreadsheets) to the AAUP with the following information at the specified monthly, annual, and contract-period intervals:

MONTHLY REPORTING

On the 15th of each month, the Administration will provide the Faculty Census Report to the AAUP Contract Maintenance Officer. The specifics of the Faculty Census Report are documented in a Letter of Understanding.

ANNUAL REPORTING (by October 31 each year) – unless otherwise specified, data will be based on previous academic year.

- Annual workload percentages for each faculty member.
- Credit contact hours per academic year for each faculty member and totals for each department, school, and college.
- Benefit plan participation for each bargaining unit member (data as of 9/1)
- Names and departments of all faculty who have had peer reviews for contract renewal in the preceding academic year.
- Names and departments of faculty promoted, and/or granted tenure each year.
- Names of faculty who were terminated or retired.
- Names of faculty who were on sabbatical leave in the previous academic year.
- A list of all faculty whose contracts will be subject to renewal in that academic year including visiting professors and temporary professors; untenured assistant professors; untenured associate professors; and continuing track faculty.
- All special salary adjustments awarded under Articles 12.11 and 12.13 during the preceding year including the reason for each of the salary adjustments granted.

Upon receipt of the information, the AAUP will have the right to monitor whether or not the University complies 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 Articles 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) workdays 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 or XII directly with the Provost or Designee within forty (40) workdays after receipt of the information. If proceeding with the grievance, and if additional information is requested by the AAUP of which delivery to the AAUP would necessitate the identification of an individual or individuals, written authorization to release such identifying information must be obtained by the AAUP from the affected bargaining unit member(s). The Provost or Designee shall inform the President of the AAUP of the name(s) involved, and until the written authorization is obtained, both parties shall preserve the anonymity of the individual(s). The Provost or Designee shall consider the grievance and shall reply in writing to the AAUP within ten (10) workdays after receipt of the appeal. If the AAUP is not satisfied with the written decision of the Provost or Designee, it may file a written appeal within fifteen (15) workdays as provided in Step 4 of the grievance procedure.

5.14 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

6.1 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) workdays, 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

7.1 The AAUP and the University subscribe to the principle that any and all differences under this Agreement be resolved by peaceful and legal means without interruption of the University programs. The AAUP therefore agrees that neither it, nor any of its officers, agents,

employees, or members, will instigate, engage in, support or condone any strike, work stoppage, or other concerted refusal to perform work by any employees in the bargaining unit during the life of this Agreement. The University agrees that there shall be no lockout during the life of this Agreement.

ARTICLE VIII

GRIEVANCE PROCEDURE

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

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

8.1 A grievance is defined as any dispute or difference concerning the interpretation, application or claimed violation of any provision of this Agreement. In addition, if an administrative action is taken which is not in accordance with the procedure required by the policies specified in Article XVII, Section 17 .1, such alleged procedural error shall be grievable. Complaints or problems related to terms or conditions of employment, which are not grievances as defined above, may be referred to the University Senate Committee on Faculty Welfare & Privileges. Every attempt shall be made by both parties to resolve grievances arising under this Section speedily and informally by meetings between those directly affected.

A grievant must initiate action under the appropriate step of the Grievance Procedure, in writing, within twenty-five (25) workdays of the event which gives rise to the grievance or within twenty-five (25) workdays 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 workdays. Likewise, the periods encompassing winter and summer session shall not be counted as workdays unless failing to do so places an undue burden on either party or unreasonably delays the resolution of the grievance.

Time limits are to be adhered to; however, they may be extended by mutual agreement of the parties in writing. It is the intention of the parties to agree to such extensions when they are justified by good and sufficient reason.

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

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

Step 1: The grievance shall be presented in writing and signed by the grievant in the first instance to the Chairperson (if the grievant is in an administrative unit with no Chairperson, this step is omitted). The Chairperson shall make every effort to meet promptly with the grievant and shall address the issues raised by the grievance and the appropriateness of the remedy sought. The Chairperson shall reply in writing within ten (10) workdays of this meeting, or within twenty (20) workdays of the receipt of the grievance, whichever period is shorter. Copies of the response shall be sent to the AAUP, the Dean or Director, and the Provost or Designee (Deputy Provost/Vice Provost, or comparable position at this level).

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

The Dean or Director shall consider the appeal and any relevant information relating to the appeal, and shall reply in writing within twenty (20) workdays of receipt of the appeal or within ten (10) days after meeting with the grievant and Chairperson to discuss the merits of the claims raised by the appeal and the appropriateness of the remedy sought, whichever is shorter. Copies

of the decision shall be sent to the AAUP, the Chairperson, and the Provost or Designee (Deputy Provost/Vice Provost, or comparable position at this level).

Step 3: If the grievant is not satisfied with the decision at Step 2, and if the AAUP concurs, the grievant may appeal in writing (with copies to the AAUP, the Dean/Director, and the Chairperson) to the Provost or Designee (Deputy Provost/Vice Provost, or comparable position at this level) within ten (10) workdays after receipt of the Step 2 decision. In the case of a grievance filed against the President or Provost, the grievant may appeal in writing to the Chief Human Resources Officer. The Provost or Designee (Deputy Provost/Vice Provost or comparable position at this level or the Chief Human Resources Officer), sitting with two members of the faculty selected in the manner provided in Section 8.3, shall conduct a hearing within twenty (20) workdays 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 on their behalf, as well as to confront and cross-examine all witnesses. The Provost or Designee (Deputy Provost/Vice Provost or comparable position at this level or the Chief Human Resources Officer), as well as the faculty members sitting with him/her, shall also have the right to question all witnesses.

The administration will, insofar as it is possible for it to do so, secure the cooperation of necessary witnesses. Where a witness cannot or will not appear, and where it is determined that the interests of justice require admission of their testimony, the Provost or Designee (Deputy Provost/Vice Provost, or comparable position at this level) will identify the witness and, if possible, disclose their statement and provide for interrogatories. Testimony and arguments made during the hearing shall be recorded if requested by either party, and the recording, 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 5.

After discussing the matter with the hearing panel to determine if there is a consensus opinion which can be agreed upon, the Provost or Designee (Deputy Provost/Vice Provost, or comparable position at this level) shall render their decision on the appeal, in writing, within ten

(10) workdays 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 their views, which opinion shall be appended to the decision of the Provost or Designee (Deputy Provost/Vice Provost, or comparable position at this level). It is understood that the Provost or Designee (Deputy Provost/Vice Provost, or comparable position at this level) is not bound by the opinion of either or both faculty members on the panel.

Step 4: If the grievant is not satisfied with the decision of the Provost or Designee (Deputy Provost/Vice Provost, or comparable position at this level), and the matter involves a grievance as defined in 8.1 above, and if the AAUP concurs, within ten (10) workdays the AAUP may require, and the relevant University officer shall select, an impartial mediator from an agency such as the American Arbitration Association (AAA) or the State of Delaware, Department of Labor for mediation in order to attempt a voluntary resolution of the grievance by the AAUP and the Administration. Mediation is not required for a Step 5 appeal.

Step 5: If either Step 4 did not occur, or if the grievance was not resolved at Step 4 and the grievant and the AAUP concur, the AAUP may file a written appeal within twenty (20) workdays to the American Arbitration Association (AAA) or the State of Delaware, Department of Labor, 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) workdays, but no later than October 1 after the signing of this Agreement, the AAUP and the administration will each prepare a list of twelve (12) members of the bargaining unit willing and able to serve with the Provost or Designee (Deputy Provost/Vice Provost, or comparable position at this level) in hearing grievances under Step 3. In the event that a grievance is taken to Step 3, the AAUP shall immediately select one person from the list prepared by the administration, and the administration shall select one person from the list provided by the AAUP. The two faculty members shall then sit with the Provost or Designee (Deputy Provost/Vice Provost, or comparable position at this level) to hear the grievance as provided in Step 3. A faculty member chosen for the Hearing Panel shall disqualify himself or herself if any personal or professional conflict of interest would prohibit that person from reviewing the merits of the

grievance fairly. Such faculty member, if he or she so chooses, need not disclose the nature of the conflict. Under any circumstances, the fact that the grievant is a faculty member or affiliated with a particular college, department or unit shall not, in and of itself, serve to disqualify another faculty member from hearing the matter. Should an individual disclose that a conflict exists which would prohibit the fair hearing of the appeal, either the grievant or the administrative representative may disqualify that individual, and another appointment shall be made.

8.4 Any written decision or written answer to a grievance made at any step which is not appealed to the succeeding step within the time limits provided, or such additional period of time as may be mutually agreed upon in writing by the parties to this Agreement, shall be considered a final settlement. 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 the AAUP concur in writing.

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

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

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

8.9 The AAUP may file a grievance in writing concerning the interpretation, application, or claimed violation of a provision of this Agreement, which deals with rights granted to the AAUP, including the provisions of Article 5.12. Such grievance shall be filed directly with the Provost or Designee (Deputy Provost/Vice Provost, or comparable position at this level) within the time limits set forth in Section 8.1, above. The Provost or Designee (Deputy Provost/Vice

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

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

8.11 The AAUP will be notified of all meetings and hearings that 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 their 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 their representative for purposes of handling a specific grievance, the AAUP may thereafter act on their behalf in any aspect of the grievance procedure so designated.

ARTICLE IX

PERSONNEL BENEFITS

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

- (a) Medical-Surgical (with major medical)
- (b) Total Disability
- (c) Life Insurance
- (d) Dental Program
- (e) Vision Care Program

The cost of the individual's portion of this program shall be subject to the standard rate adjustments applicable to the benefits selected by the eligible faculty member. Additional benefits

to be provided by the program may be recommended by a Benefits and Cost Containment Committee to the University Administration.

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

When a faculty member who has met the age and service requirements for full retirement dies, their spouse will continue to be eligible for the same health care benefits as provided by the State of Delaware, or any other benefits provided by the University should it choose another provider, that would have been available if the faculty member had retired.

9.2 Mortgage Loans - In addition to the mortgage loans currently provided bargaining unit members, the following shall apply: If a bargaining unit member who has been employed by the University for ten years or more becomes totally disabled while holding a University mortgage loan, the loan shall remain in effect until maturity so long as the disability continues, and so long as the house continues to be the primary residence of the bargaining unit member. To be eligible for the mortgage continuation benefit, the mortgage payments must be automatically deducted from monthly disability payments or other guaranteed payments received by the bargaining unit member. If a bargaining unit member who is married dies while holding a University mortgage loan and their 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 the Flexible Benefits Program. If this option is selected, at least the following benefits will be available, based on reasonable and customary rates as administered by the carrier:

Type A	100% coverage on diagnostic and preventative expenses.
Type B	80-20% co-pay (\$25 deductible) on minor restorative expenses;

extractions and oral surgery; treatment of gum disease; pulp infection and root canal therapy; and general anesthesia when medically necessary.

Type C 50-50% co-payment (\$25 deductible) for major restorative expenses, installment and repair of bridgework, dentures and implants.

Type D 50-50% co-pay on orthodontics.

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

9.5 Stop the Clock

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

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

Extension of the probationary period does not affect the faculty member's right to apply for tenure prior to the terminal year, regardless of time in rank. Stopping the tenure clock for one year postpones any subsequent second-year review, fourth-year review, or eligibility for a junior faculty research leave for one year.

9.6 University Retirement Benefits are provided as follows:

(a) The 403(b) plan design is a voluntary plan with no automatic enrollment. TIAA will manage 403(b) plans. Participation shall be optional for eligible faculty members.

(b) Individual and University percentage contributions shall be as follows:

UD CONTRIBUTION	VOLUNTARY CONTRIBUTION
11%	5%
8%	4%
6%	3%
4%	2%
2%	1%
0%	0%

(c) Qualified nine, ten and eleven-month faculty may contribute on earnings from winter and summer supplemental contracts. The University will also contribute, providing the individual has elected the option.

(d) Payments to the Plan shall be made on a semi-monthly basis.

9.7 (a) Any Bargaining Unit member electing to take retirement under a retirement system identified in 9.8 of this *Agreement* should give their chair/director and the Office of Human Resources in writing, six (6) months prior notice to the anticipated beginning date of retirement/phased retirement. If such prior notice is given, then within ten days of the receipt of such letter, the Office of Human Resources shall in writing recognize its receipt, and shall inform the Bargaining Unit member in writing of the benefits to which the Bargaining Unit member may be entitled through the University, and specify how the Bargaining Unit member may access those benefits. Faculty members who are considering retirement may explore retirement options with the Office of Human Resources. Retirement dates for faculty on an academic year appointment are May 31, August 31 or January 15. Retirement dates for faculty on a fiscal year appointment are June 30 and December 31.

Effective July 1, 2023, faculty members 55 years and older need a combined age and benefit years of service that equals 75 to be eligible for retirement benefits. In addition, a minimum of 10 years of benefit years of service is a requirement for retirement benefits. Age qualification

is not required for faculty members with 30 benefit years of service.¹ Bargaining unit members who apply for and receive permanent disability may apply the next five years of their permanent disability to reach retirement eligibility.

(b) Faculty electing retirement shall receive at the time of retirement a one-time payment at the rate of two and one-half percent of annual base salary for each year of University service. The payment cannot exceed 100% of annual base salary. If the faculty member signed a retirement agreement with the University and died before retirement begun, the payment will go to the designated beneficiary of the deceased faculty member. In the event there is no designated beneficiary, the payment will go to the estate of the deceased faculty member.

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

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

The following phased retirement options are available:

Option A	One Semester	75% Salary/100% Benefits/50% Workload
Option B	One Year	100% Salary/100%Benefits/75% Workload

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

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

(e) Should a faculty member become disabled, see the University of Delaware's Disability Policy at <http://sites.udel.edu/generalcounsel/policies/disability/>. Should the faculty member be eligible for retirement, they shall be able to take retirement before collecting disability insurance.

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

(g) The University of Delaware shall provide annually a brochure summarizing the benefits for retired faculty, and the benefits will be listed in the Benefits Guide, which will be updated annually and included in the online version of the Faculty Handbook at <https://faculty senate.udel.edu/faculty-handbook>.

9.8 The University of Delaware continues to provide the Wellness Program for University employees. Up to seventy-five (\$75) dollars will be made available each fiscal year for bargaining unit members who participate in the elements of the University's Wellness Program.

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

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

9.11 The University and the AAUP shall reconstitute the Benefits and Cost Containment Committee to review and make recommendations on benefits provided by this Agreement, as well as possible alternatives.

9.12 Nothing herein shall be construed to prevent the University from making changes in the insurance and annuity carriers underwriting the foregoing benefits provided there is no decrease in benefits.

9.13 The University shall provide a tuition remission program for spouses and eligible dependents.² A total of two family members, including dependent children (adopted children not

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

eligible if adopted within two years of matriculation), and the spouse of a faculty member, may each enroll as a full time matriculated undergraduate student. This benefit shall apply credit for semester cost of tuition. Students who enroll at the University as a result of the tuition remission program shall not be counted for purposes of calculating the maximum faculty ratio under Article XI, or in any University enrollment cap. Students who enroll under this program shall be eligible for University housing on a space-available basis after considering the needs of enrolled students paying regular tuition.

9.14 Course Fee Waiver

Bargaining unit members, or spouse, or eligible dependent may enroll in two academic credit courses using the course fee waiver benefit for payment of tuition during each semester and each summer and winter session. Enrollment in academic credit courses involved with study trips or enrollment in non-credit courses will be permitted only if such enrollment does not displace a paying student from the class or add appreciable costs to the University.

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

9.16 It is the policy of the University to comply with the Family and Medical Leave Act (FMLA) and Americans with Disability Act (ADA), both federal laws, that entitles eligible faculty members to take leave for specified family and medical reasons and request reasonable accommodation to perform the essential functions of their job . FMLA/ADA are designed to help faculty members balance their work and family responsibilities by allowing them to request reasonable paid leave and/or accommodation. In addition, the law protects faculty members from interference and retaliation for exercising or attempting to exercise said rights.

If illness or injury is occupationally incurred, the chair or dean shall ensure that an “Employer's Report of Occupational Injury or Disease” or equivalent form is submitted to the Office of Human Resources within 24 hours.

An eligible faculty member is one who:

- Has worked for the University for at least 12 months;
- Has at least 1,250 hours of service for the University during the 12-month period immediately preceding the leave

Eligible faculty members may take up to 12 work weeks of leave in a 12-month period for one or more of the following reasons:

- The birth of a child and to bond with the newborn child within one year of birth or placement of a child with the faculty member for adoption or foster care and to bond with the newly placed child within one year of placement;
- To care for a spouse, child, or parent who has a serious health condition;
- For any qualifying exigency arising out of the fact that a spouse, child, or parent is a military member on covered active duty or call to covered active duty status; or,
- For a serious health condition that makes the faculty member unable to perform the essential functions of their job.

An eligible faculty member may also take up to 26 work weeks of leave during a single 12-month period to care for a covered military service member with a serious injury or illness, when the faculty member is the spouse, child, parent, or next of kin of the service member.

Under some circumstances, the faculty member may take FMLA leave on an intermittent or reduced schedule basis. That means the faculty member may take leave in separate blocks of time or by reducing the time they work each day or week for a single qualifying reason.

In general, the faculty member must give Human Resources at least 30 days' advance notice of the need to take FMLA leave when they know about the need for the leave in advance, and it is possible and practical to do so. If 30 days' advance notice is not possible, the faculty member must provide notice of the need for leave as soon as possible and practical. The faculty member should discuss the anticipated period of leave with the Department Chair in order to allow for departmental planning purposes.

Although the federal law defines FMLA as an unpaid leave, it is the University's practice to provide faculty members with full pay during the period of continuous or intermittent FMLA leave. In addition, faculty members are entitled to the continuation of benefits during FMLA leave under the same terms and conditions as if they had continued to work.

The federal FMLA legislation guarantees a maximum of twelve weeks of leave, but the University's policy for faculty members is to provide work relief for the full semester. The FMLA leave, therefore, will either be preceded by or followed by a leave with full pay and continuation of benefits in order to cover the semester in its entirety when necessary. As with continuous FMLA leave, there can be no workload allocation during the weeks of the semester when the faculty

member is on a paid leave of absence. On an exception basis and when FMLA leave does not coincide with the start of a semester, the faculty member and department chair may agree upon an appropriate administered workload, in lieu of a paid leave of absence, to cover the weeks prior to the start of FMLA leave. Similarly, when FMLA leave ends prior to the end of the semester, an administered workload, appropriate to the circumstances, may be developed.

If a faculty member is eligible for an intermittent FMLA leave, then upon mutual agreement with the department chair, workload allocations in each category (teaching, research, and service) can be reduced appropriately. Intermittent FMLA leave is not the same as an “administered workload.” An administered load is an agreement to redistribute 100% of the workload among the three categories. By contrast, an intermittent FMLA leave requires a reduction in total workload allocation. In order to ensure compliance and equity, workload reductions related to intermittent FMLA must be reported to the Vice Provost for Faculty Affairs and the Contract Maintenance Officer of the AAUP.

If the FMLA leave is associated with a faculty member’s own serious health condition, then the faculty member must present a return to work note from a medical provider prior to returning to work. The note must be presented to the Human Resources staff member responsible for administering the FMLA leave.

Because both continuous and intermittent FMLA leave always reduces workload assignments, the tenure, contract renewal, and peer review clocks, and the annual appraisal process are also affected. In terms of tenure, contract renewal, and peer review, FMLA leave warrants a Stop-the-Clock action. A reduction in workload allocation due to FMLA leave will also impact annual appraisals. When an appraisal is impacted, the faculty member will be awarded at least the departmental median in each category for the review period. If their performance while not on leave in the year under review earned a rating higher than the departmental median, then that higher rating will be applied to the entire review period. In no instance will FMLA leave result in a rating during the leave period below the departmental median: the faculty member will either be at or above the median during the leave period.

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

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

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

ARTICLE X NONDISCRIMINATION

10.1 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, religion, sex (including pregnancy), national origin, marital status, genetic information, age, disability, veteran or handicapped status, gender identity and expression, sexual orientation, other protected status or membership or non-membership in the AAUP.

ARTICLE XI FACULTY WORKLOAD

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

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

11.3 Workload is defined as teaching, including instruction in regular academic year courses with assigned credit hours and mutually agreed upon instructional assignments, such as thesis, dissertation, seminar and special problems supervision (workload of faculty members on ten month or fiscal year contracts may include summer session courses); research, including sponsored research; advising; committee work or other service; and University-administered, consultative, and organized activities, not only inside but also outside the University, when such activities by mutual agreement bring benefit and/or prestige to the University.

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

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

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

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

11.8 The express purpose of the agreement is to maximize flexibility among chairs and directors on the one-hand while protecting the rights of faculty members on the other. Teaching workload assignments are accounted for in terms of credit contact hours, are articulated in departmental workload documents, and are administered through departments. In the development of workload documents, faculty must consider the fair allocation of credit for teaching, advising,

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

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

supervising dissertations, clinical instruction, and other significant forms of activity that support the instructional programs of the department. Thus, these specific instructional activities need to be converted into contact credit hours.

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

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

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

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

ARTICLE XII

SALARIES

12.1 For the period July 1, 2023, through June 30, 2024, salaries of continuing members of the bargaining unit⁴ shall be adjusted in the following manner:

- (a) Each continuing member of the bargaining unit shall have their salary increased by 4% effective July 1, 2023, for continuing members of the bargaining unit on fiscal year contracts, and effective September 1, 2023, for continuing members of the bargaining unit on academic year or ten-month contracts. Each continuing member of the bargaining unit shall have their base salary increased by 2% effective February 1, 2024.
- (b) All increases will be effective July 1, 2023, for bargaining unit members on fiscal year contracts and September 1, 2023, for bargaining unit members on academic year or ten-month contracts.

12.2 For the period July 1, 2024, through June 30, 2025, salaries of continuing members of the bargaining unit shall be adjusted in the following manner:

- (a) An amount equivalent to 2% of the 2023-2024 base salary of continuing members of the bargaining unit in each college shall be allocated to a merit pool and divided within

⁴ For the purposes of Article 12.1, a member of the bargaining unit is considered “continuing” under the following terms:

- a) Any person on a fiscal year contract who is a member of the bargaining unit on June 30, 2023, and who is a member of the bargaining unit on July 1, 2023, in order to receive the initial non-merit increase, and on February 1, 2024, in order to receive the additional non-merit increase.
- b) Any person on an academic year or ten-month contract who is a member of the bargaining unit on the last day of classes for the 2023 Spring Semester and who is a member of the bargaining unit on September 1, 2023, in order to receive the initial non-merit increase, and on February 1, 2024, in order to receive the additional non-merit increase.
- c) An individual’s standing as a continuing member of the bargaining unit shall not be affected by their transfer within the University, change in rank or status, or length of term of contract.

For the purposes of Articles 12.2 and 12.3, a member of the bargaining unit is considered “continuing” under the following terms:

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

that college among continuing members of the bargaining unit in accordance with the provisions of Article 12.5.

- (b) Each continuing member of the bargaining unit shall have their salary structurally adjusted in the following manner: Full Professors (2% of rank mean across the university); Associate Professors (2% of rank mean across the university); Assistant Professors (2% of rank mean across the university); and Instructors (2% of rank mean across the university).
- (c) All increases will be effective July 1, 2024, for bargaining unit members on fiscal year contracts and September 1, 2024 for bargaining unit members on academic year or ten-month contracts.

12.3 For the period July 1, 2025, through June 30, 2026, salaries of continuing members of the bargaining unit shall be adjusted in the following manner:

- (a) An amount equivalent to 2% of the 2024-2025 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 12.5.
- (b) Each continuing member of the bargaining unit shall have their salary structurally adjusted in the following manner: Full Professors (2% of rank mean across the university); Associate Professors (2% of rank mean across the university); Assistant Professors (2% of rank mean across the university); and Instructors (2% of rank mean across the university).
- (c) All increases will be effective July 1, 2025, for bargaining unit members on fiscal year contracts and September 1, 2025 for bargaining unit members on academic year or ten-month contracts.

12.4 Evaluations

Performance of faculty shall be evaluated annually by the unit head (department chairperson, director, or dean in units where there is no chairperson or director). In unusual circumstances in which the unit head will have difficulty performing an unbiased evaluation of a faculty member, including but not limited to situations described in the University's nepotism policy, <http://sites.udel.edu/generalcounsel/policies/employment-of-immediate-family-members/>, and circumstances in which the unit head and faculty member are or have been engaged in a formal

dispute, the annual appraisal may be assigned by the appropriate dean to another administrator. Such assignment requires a mutual agreement among the affected faculty member, the appropriate dean, Provost or Provost's designee and the AAUP. The unit head or selected administrator shall consider in their evaluation all evidence submitted by a faculty member. Anonymous or confidential information shall not be used to evaluate a faculty member without that faculty member having had the opportunity to respond to the substance of the information before the evaluation is complete.

The annual evaluation shall be based on criteria contained in the unit's workload policy section entitled "Assignment of Evaluation and Merit Scores" as described below in Article 12.5. These criteria must be consistent with the workload plans developed in accordance with Article 11.9 of this Agreement. Each faculty member will be evaluated in each area of their assigned workload. An overall evaluation score shall be developed for each faculty member that reflects the percentage effort assigned in each area as described below in Article 12.5. Consistent with established University policy the unit head shall meet with the faculty member to review the annual evaluation and shall communicate to each faculty member the basis for the evaluation.

12.5 Merit Pay

Once the appropriately weighted evaluation has been completed, it shall be used to determine the merit pay allocation as described below under the section on Allocation of Merit Pay. Changes in the workload policy, including the section on Assignment and Evaluation of Merit Scores may be initiated at any time by members of the unit's faculty in accordance with Article XI. The modified policy shall not take effect unless it has been ratified by a majority vote of the faculty in a secret ballot at a duly called faculty meeting. Following ratification, the revised policy will be submitted to the unit's chair or director and the college dean for approval. The college dean shall act on the revised statements within two months of the submission. If approval is not granted, the dean shall indicate the changes needed and the department shall have one month to submit its modified statement. This process shall continue until approval is secured. Merit increases shall not be approved for any unit that does not have an approved workload policy that includes merit score criteria. Approved workload policies with their included section on Assignment of Evaluation and Merit Scores may be found at <https://provost.udel.edu/faculty/faculty-affairs/college-department-resources/>.

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

Merit pay increases shall be consistent with the faculty member's performance during the previous year in the areas of teaching, research/scholarship/creative activity, and service, as documented in the annual evaluation conducted by the department chair or school director. Each faculty member must complete the annual evaluation process to be eligible to receive merit pay.

A nine-point scale will be used to evaluate faculty members in the areas of teaching (undergraduate and graduate teaching, advisement, and extension teaching), research/ scholarship/ creative activity (research, extension scholarly activities, and professional activities and development), and service. Merit scores shall be assigned by the chair or director for each of the three areas of faculty workload consistent with the section "Assignment of Evaluation and Merit Scores" contained in the workload policy in each department or school. If such a section does not yet exist in their workload policy, then the department or school shall revise their workload policy accordingly during the 2023-2024 academic year. This section shall supersede the currently approved Merit Metric documents for each department or school, which shall no longer be used and shall be removed from the Provost's website. If a department or school submits a revised workload document for approval that contains only the addition of a new section on Assignment of Evaluation and Merit Scores, then it shall not be denied approval based on another section of the document (i.e., only the new section shall be under consideration for approval). If a department or school does not have an approved workload document with a section on Assignment of Evaluation and Merit Scores, then the allocation of the money given to that department or school for merit pay shall be distributed according to the current Merit Metric policy, which shall remain in effect until the new Workload Policy is approved.

Each workload policy shall provide in the section on “Assignment of Evaluation and Merit Scores” a detailed description of the criteria to be used in each category of the annual evaluation. These criteria should ensure that faculty receive credit for all research/scholarship/creative activity, teaching, and service that lies within their chosen field. As units develop this section, they are encouraged to develop inclusive criteria that recognizes a diverse range of activities and accomplishments in research/ scholarship/ creative activity, teaching, and service. Criteria for evaluating teaching merit shall include multiple lines of evidence, such as peer observations, student course evaluations, teaching-related activities such as course coordination, advising, peer mentoring, new course development or innovation, participation in pedagogical workshops, or other relevant activities agreed upon by the unit faculty.

Allocation of Merit Pay

1. Merit pay increases shall be awarded on the basis of each faculty member’s three 9-point scale appraisal ratings as assigned by the department chair or school director and shall be distributed on a dollar basis.

2. An individual’s rating in each of the three evaluation criteria of teaching, research/scholarship/creative activity, and service shall be weighted by workload percentages. These three values will be summed to determine a weighted score. Faculty whose weighted score is below a 3 will be excluded from the merit pool.

3. A total rating for all Department faculty will be determined by summing the weighted scores for all faculty in the unit with scores of 3 or above. An individual’s proportional weighted score is computed as their individual weighted score divided by the total weighted score.

4. The merit pool for each department will be determined as the negotiated merit percentage for that year multiplied by the department’s total salaries of bargaining unit faculty.

Each faculty member’s proportional weighted score (determined in item 2 above) will be multiplied by the total merit pool (determined in item 4 above) to determine the faculty member’s salary increase in dollars. Information documenting the correlation between weighted scores and merit pay increases will be made available to individual faculty upon written request to the department chair.

12.6 Effective July 1, 2023, promotion increments, and increments by title for instructors only, shall be the dollar amount equivalent to 8% of the average base salary of the rank into which the faculty member is being promoted.

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

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

12.8 After the adjustments have been made in accordance with Articles 12.1, 12.2, 12.3, and 12.6, the following salary minimums by rank shall be applicable effective July 1, 2023: (=8% increase over current amounts)

	<u>Academic Year</u>	<u>Fiscal Year</u>
Instructor	\$60,059	\$70,281
Associate Instructor	\$66,706	\$78,122
Senior Instructor	\$74,866	\$87,739
Assistant Professor	\$86,184	\$103,037
Associate Professor	\$99,889	\$119,977
Full Professor	\$122,180	\$146,583

After the adjustments have been made in accordance with Articles 12.1, 12.2, 12.3, and 12.6, salary minimums by rank shall be effective July 1, 2024: (=FY24 minimums increased by the same percentage as non-merit increase specified in 12.2, which is 2%)

	<u>Academic Year</u>	<u>Fiscal Year</u>
Instructor	\$61,260	\$71,687
Associate Instructor	\$68,040	\$79,684
Senior Instructor	\$76,363	\$89,494
Assistant Professor	\$87,908	\$105,098
Associate Professor	\$101,887	\$122,377
Full Professor	\$124,624	\$149,515

After the adjustments have been made in accordance with Articles 12.1, 12.2, 12.3 and 12.6, salary minimums by rank shall be effective July 1, 2025: (=FY25 minimums increased by the same percentage as non-merit increase specified in 12.3, which is 2%)

	<u>Academic Year</u>	<u>Fiscal Year</u>
Instructor	\$62,485	\$73,121
Associate Instructor	\$69,401	\$81,278
Senior Instructor	\$77,890	\$91,284
Assistant Professor	\$89,666	\$107,200
Associate Professor	\$103,925	\$124,825
Full Professor	\$127,116	\$152,505

12.9 Instructor Titling & Salary Minimums: Instructor, Associate Instructor and Senior Instructor are titles within the rank of Instructor that are based on years of service and peer review. Specifically, after six years of service as an Instructor and a satisfactory departmental peer review, the contract is renewed with the title of Associate Instructor. After thirteen years of service and a satisfactory departmental peer review, the contract is renewed with the title of Senior Instructor. Contract renewals are subject to approval by the relevant dean and by the provost. Each of these titles has a minimum salary that is stipulated above in Article 12.8.

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

(a) when a salary adjustment is necessary to correct a gross inequity including, but not limited to, situations of salary inversion and compression (see 12.13 for details of the salary disparity adjustment process); OR

(b) when a salary adjustment is necessary to retain a faculty member at the University in response to evidence of recruitment; OR

(c) when salary disparities occur, relative to market demands, which adversely affect the quality of an academic unit, and if they can be supported by valid and reliable salary survey data specific to the faculty member's area of specialty; OR

(d) when a salary adjustment is necessary to reward a faculty member's extraordinary achievements in their workload.

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

12.11 Overload Compensation

On-contract, full-time faculty teaching overloads (including Professional and Continuing Studies and other overload teaching) will be paid the following percentage per credit hour of their base academic year salary, up to a ceiling equivalent to the following percentage per credit hour of the average salary at each rank in the prevailing year.

Beginning July 1, 2023: 2.25%

Beginning July 1, 2024: 2.35%

Beginning July 1, 2025: 2.60%

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.

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

12.13 A salary disparity analysis for all bargaining unit faculty will be conducted by the Office of Institutional Research and Effectiveness every three years beginning the first semester of this Agreement going into effect. Results of the salary disparity analysis shall be sent to the Provost and Deans of the appropriate colleges for review and discussion with department chairs and shared with the AAUP CMO. The Dean and department chair shall analyze the data and make recommendations to the Provost. The Provost shall review the recommendations and make every effort to approve the recommended salary adjustments. In accordance with University policy, individual salaries shall be kept confidential throughout the review process. Individual faculty members shall be informed by the Provost or Designee of their status on the eligibility list and whether they have been recommended for a salary disparity adjustment if they are on the eligibility list. The average salary and the salary range for academic ranks for each academic department or school shall be made available to the AAUP.

At least once a contract period or every three years thereafter, a committee composed of equal number of representatives of the AAUP and the administration shall convene to review and report on salary equity, disparity, and adjustments. The report shall be submitted to the University President, the Provost, and the AAUP Executive Council.

ARTICLE XIII

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

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

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

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

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

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

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

ARTICLE XIV

REDUCTIONS IN FACULTY POSITIONS

14.1 Reductions in faculty positions proposed as a result of University-wide extraordinary financial circumstances as defined in the *Statement on Guidelines for Faculty*

Involvement Related to Extraordinary Financial Circumstances, (Faculty Handbook, Section 3) shall be implemented only after the procedures specified in that "Statement" have been followed.

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

14.3 Reductions in faculty positions proposed as a result of the type of reorganization referenced in Trustee Bylaws, Chapter 2, 11-D, 2 and 11-E, 3 (The University of Delaware Charter and Bylaws of the Board of Trustees, Revised May 1992) shall be implemented only after the requirements of these bylaws have been met.

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

ARTICLE XV

TOTALITY OF AGREEMENT

15.1 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

16.1 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, appointment, reappointment, promotion, tenure, dismissal, termination, suspension, evaluation, sabbatical leave, family leave, and medical treatment, which are not covered by the terms of this Agreement. Such policies and practices, except as changed by procedures agreed to in Article 17.3 below, shall be continued for the term of this Agreement. In the event of a conflict of any such policies or practices with the terms of this Agreement, the Agreement shall prevail.

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

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

The *Faculty Handbook* shall contain a complete copy of each University-wide policy that governs the practices enumerated in section 17.1 of this Article. Written copies of any policy changes occurring after this Agreement is signed, and made in accordance with the provisions of

17.3 below, shall be made available through annual revisions of the *Faculty Handbook* to all members of the bargaining unit, and shall be made available to the AAUP within ten (10) days of their adoption.

17.3 The parties agree that the Board of Trustees, the University Administration, and the University Faculty Senate, upon approval by the Administration and the Board, have undiminished power and authority to establish, change or eliminate policies. The parties also agree that the privileges of the faculty provided in the Trustee Bylaws to advise upon proposed policy, and to recommend policy, also remain undiminished. In pursuance of these powers and privileges the parties agree that all proposals by the University Administration to establish, change or eliminate University-wide policies which govern the practices enumerated in section 17.1 of this Article, shall be introduced as a formal written motion as new business at a meeting of the University Faculty Senate to the appropriate review committee for subsequent formal senate action before final Administration action. Unless granted an extension by the Administration, the Faculty Senate shall formally act upon each proposal within sixty (60) workdays during regular fall and spring semesters, following its introduction as new business. Unless granted an extension by the Administration, failure of the Faculty Senate to act on a proposal within sixty (60) workdays during regular fall and spring semesters 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) workdays 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) workdays 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


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

ARTICLE XIX
TERM OF AGREEMENT

19.1 This Agreement shall be effective as of July 1, 2023, and shall remain in full force and effect to and including June 30, 2026, and automatically renew itself from year to year thereafter unless, no sooner than September 1, 2025, and not later than December 31, 2025, 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 2026.

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

For the University of Delaware

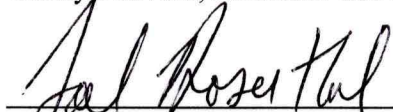

Dennis Assanis, President


Laura A. Carlson, Provost

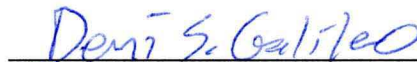

Matthew Kinserwik, Vice Provost


Calvin Keeler, Interim Dean

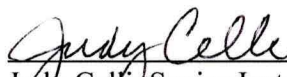

Carolyn Levine, Professor and Chair


Joel Rosenthal, Professor and Chair

For the University of Delaware Chapter
American Association of University Professors



Deni Galileo, President


Persephone Braham, Professor


Judy Celli, Senior Instructor


Vickie Fedeles, Associate Professor


Michael O'Neal, Professor


Lance Geren, Counsel



Jen Becnel-Guzzo, Associate Vice President
and Deputy General Counsel

APPENDIX A

CREDIT CONTACT HOUR CONVERSIONS

Each hour spent in scheduled classroom teaching counts as 1 credit-contact hour. Each hour spent in scheduled laboratory, field, studio, clinical or applied music instruction and individual instruction counts as 1/2 credit-contact hour. Scheduled individual special problems and theses count as 1 credit-contact hour, and dissertations count as 2 credit contact hours. For individual instruction, individual special problems, theses and dissertations, the faculty receive credit only in the semester that the student completes the project or special problem, and defends their thesis or dissertation. Assigned undergraduate and graduate advisement must be represented equitably in the individual faculty member's annual workload allocation and must fairly represent the amount of effort involved in the assignment. Each hour spent in assigned scheduled individual laboratory, field, studio, clinical or applied music instruction which requires the constant attendance of the faculty member for the entire scheduled hours of instruction, and which does not involve the participation of teaching assistants, counts as one teaching contact hour per week.

Letter of Understanding on Dependent Care Options

A committee convened by the Vice President of Human Resources and at a minimum composed of three faculty members designated by the AAUP-UD, three faculty members designated by the Provost and up to three additional members from the University staff identified by the Vice President for Human Resources, shall conduct a study to determine the viability and financial implications of the following:

- onsite childcare facilities at the University's five locations;
- availability of openings in area licensed childcare and other dependent care facilities, including eldercare as well as associated cost;
- procurement of reduced rates and reserved openings for University faculty children and other dependents;
- other reasonable solutions for access to quality, affordable dependent care.

The committee shall make its recommendations to the President and Provost within one year of the signing of this letter of understanding.