



AMERICAN
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PROFESSORS

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Dear Bargaining Unit Faculty,

The AAUP-UD has been working closely with the administration to ensure that the details of the [Collective Bargaining Agreement](#) (CBA) are correctly followed and implemented within the period of our new contract (7/1/23-6/30/26). Our discussions have included the following: revising workload policies, eliminating proration of S-contracts, defining eligibility for salary increases, and ensuring faculty access to FMLA and paid leave.

Another major issue the AAUP-UD has been working on is a response to UD's budget crisis and austerity measures. We believe that even after the listening tour, the administration did not realize the depth of disquiet and concern among the faculty until they read your sincere and forthright comments in the AAUP-UD survey. Shortly after the publication of the survey results, President Assanis and Provost Carlson reached out to the AAUP-UD Executive Council for a separate meeting, which was held on March 21 and also included Mary Remmler, Senior Vice President and Chief Financial Officer. We had an honest and collegial discussion lasting more than two and a half hours, and the administration expressed their commitment to being more transparent in their fiscal decision making and in affording faculty a greater voice in financial matters. We are hopeful that we can have similarly productive meetings with the administration moving forward.

Still, we are concerned that the [UDaily article](#) covering the special meeting of the Board of Trustees on March 19 stated that the "largest challenge impacting UD's budget is an increase in personnel compensation to attract and retain excellent faculty and staff. For FY2024, personnel compensation is projected to be about \$25 million greater than what was expected when the University's budget was finalized last year." The negotiated and well-deserved increase in faculty salaries for this year can only equate to a small fraction of the \$25 million mentioned above. Such salary increases are, indeed, necessary to attract and retain the excellent faculty who are almost entirely responsible for teaching the courses that generate the university's largest source of income. Furthermore, the final salary increase that we agreed to was less than what we initially requested because we were mindful of the delicate balance between adequate faculty compensation, the university's fiscal challenges, and affordability for students. We believe that any cutbacks which affect faculty or existing academic programs should be considered only as a last resort after exhausting all other non-academic alternatives, including reduction of high administrative salaries, elimination of large administrative bonuses, and elimination or postponement of inessential non-academic initiatives.

Turning to specifics under the new contract, each unit's workload policy must now include a section on "Assignment of Evaluation and Merit Scores," replacing any current Merit Metrics documents. Although the new CBA specifies that workload document updates are to be completed by the end of this semester, a provision allows for the use of existing documents until the new section is written and approved.

The new contract also no longer allows for prorating of S-contracts for online courses, and the university must honor the full amount of 2.25% of your base salary per course credit hour for both online and in-person courses (this will increase to 2.35% beginning July 1, 2024). If you are contracted to teach a class on overload, you should and will be fully compensated regardless of the number of students on your roster (both at the beginning and after the add/drop deadline) or mode of delivery.

Also, any full-time faculty (including full-time temporary faculty) who were renewed for this new academic year and the start of the new contract (2023-2024) are required to receive both the 4% and then the 2% increases specified by the new agreement. We clarified these new requirements with the deans, provost, and human resources staff when we discovered that all faculty had not been given their contractual raises.

And last, this contract includes provisions for the Family and Medical Leave Act (FMLA) and other paid leave. The updated policy makes faculty eligible to receive up to a semester of paid leave for the birth or adoption of a child. If both parents are full-time UD faculty members who have been at UD for at least a year, each parent is entitled to this leave. This is a significant university-provided benefit beyond what is required by the federal FMLA policy, which only allows up to 12 weeks of unpaid leave. We applaud the administration for acknowledging how consequential this benefit is and will be to many current and future faculty members.

If you have or believe you have yet to receive full compensation or any other due provisions required by the new contract, please let us know at admin@aaupud.org. Our goal is always to protect the bargaining unit faculty and clarify the guidelines of the new contract to any office or unit on campus that is responsible for fulfilling the new CBA.

Write to us with general questions or concerns at admin@aaupud.org.