

# aaup-ud

## Bargaining Update

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### [BECOME A MEMBER](#)

Dear Bargaining Unit Members,

Thus far in this collective bargaining cycle, the AAUP-UD's and administration's bargaining teams have met six times for multiple hours to discuss mostly non-economic proposals. (The AAUP-UD team will introduce main economic proposals in the next week or so.) The AAUP-UD's and the administration's teams have come to one tentative agreement, and that is about the administration distributing the new collective bargaining agreement (CBA) to faculty within a certain time frame and providing the option of a printed copy upon request. We have not reached any other agreements about substantive issues, although we have agreed on a few minor/editorial ones.

### **Use of Contingent Faculty over Full-Time Faculty**

Several common areas of disagreement have emerged at the bargaining table. One involves the use of contingent faculty: the AAUP-UD's team has issued proposals that would limit it whereas the administration has issued proposals that would almost certainly increase it. For example, the administration proposed eliminating the requirement that chairs offer S-contracts to full-time faculty before offering them to adjunct faculty. The AAUP-UD's Steering Committee unanimously rejected this proposal. In addition, the administration rejected the AAUP-UD's proposal to clarify the language in Article XIII of the CBA that limits the use of "part-time" and "temporary" faculty. More specifically, the AAUP-UD explicitly proposed including "adjunct" faculty in the part-time category of faculty whose use would be limited, but the administration rejected this proposal. In addition, the administration proposed that, to the list of acceptable reasons for using part-time and temporary faculty, "at the discretion of the chair, academic director or dean" be added. In other words, the administration proposed an amendment to the contract that essentially would make it acceptable to use adjunct, part-time, and temporary

faculty whenever they wanted. This would render moot all of the other reasons listed as acceptable. The AAUP-UD Steering Committee unanimously rejected this counter-proposal.

### **Compensation for CT Faculty**

Another area of disagreement between the two teams involves the compensation and contracts of Continuing Track (CT) faculty. Because historically CT faculty had a very narrow and ill-defined path to promotion in rank, the Faculty Handbook includes a provision that allows CT faculty to receive incremental raises at years 6 and 13 without first being promoted. However, this path to promotion has widened, giving CT faculty greater opportunities to be promoted, with some of these promotions happening before years 6 and 13. As it currently stands, CT faculty who are promoted before years 6 or 13 do not receive their incremental raises until those specified years; in other words, they are promoted in rank but then must wait to receive their salary increase. As a result, the AAUP-UD recently proposed allowing CT faculty to receive these incremental raises upon their promotion or upon reaching 6 or 13 years of service (if they were not promoted). The administration accepted our proposal to allow CT faculty to receive raises at the time of promotion, but they counterproposed eliminating the provision that allows CT faculty to receive incremental raises for years of service. Why? The administration argued that CT faculty receiving incremental raises only for promotion would better align with how TT faculty receive them. However equitable this arrangement might seem superficially, in actuality, the administration's counter-proposal would result in substantial inequity for CT faculty, some of whom are not assigned the workload to pursue any/enough research or service to be promoted under their departmental documents. The path to promotion for CT faculty may be wider than it used to be, but it is still narrow enough for some that the only way to be equitable with incremental raises is to allow CT faculty to receive them at the time of promotion or upon achieving 6 or 13 years of service.

### **Contract Term for CT Faculty**

Also troubling to the AAUP-UD team was the administration's rejection of our proposal to codify the original intent and longstanding practice of CT faculty members receiving 5-year "rolling" contracts after 13 years of service. In this established practice, a "rolling" contract has been one that renews every year such that "[i]n the event of a non-renewal, the remaining four years of the existing contract will be honored," as our proposed language indicated. However, the administration rejected this language—and the original intent and tradition behind it—by proposing that "non-renewal within a term may occur with 12 months' notice if based on outcome of performance reviews, peer evaluation, and/or programmatic or budgetary reductions." Essentially, the administration proposed that 5-year rolling contracts be structured no differently from the shorter consecutive, non-rolling contracts that precede it. When we asked why, then, these—and only these—5-year contracts are called "rolling," the administration had no direct

response. The 5-year rolling contract is not simply a bureaucratic milestone but a reward for 13 years of continuous vetting — teaching evaluations, peer reviews, and repeated contract renewals — through which CT faculty have cleared every bar the institution has set. The rolling contract exists precisely because, at that stage, the faculty member has earned a level of institutional commitment comparable in spirit, if not in form, to tenure.

**Next Steps**

The AAUP-UD will respond to the administration’s counter-proposals about CT faculty’s incremental raises and rolling contracts at the next bargaining meeting on April 1. We will also submit our first economic proposal at that time. For more information about other proposals exchanged at the bargaining table, see the table below.

Finally, if you are not already an AAUP-UD member, please consider [joining now](#) and strengthening our case for faculty to have strong rights, robust compensation, and favorable working conditions. The stronger our membership, the stronger our bargaining power. If you are uncertain about your membership status, please contact us at [admin@aaupud.org](mailto:admin@aaupud.org) or check your pay stub to see if an AAUP-UD dues deduction is listed.

In solidarity,

The AAUP-UD Bargaining Team

<b>Proposals by AAUP-UD</b>	<b>Date First Delivered to Administration</b>	<b>Status</b>
<b>FACULTY RIGHTS &amp; PROTECTIONS</b>		
Distribution of CBA in electronic and printed format within certain time frame	12/8/25	Admin countered 1/9/26; AAUP countered 1/29/26; admin countered 2/19/26; tentative verbal agreement 3/11/26
Enhanced privacy protections for faculty, esp. related to surveillance	1/9/26	Awaiting admin’s response
Faculty ability to opt out of AI usage and hold primary responsibility for policies related to AI in teaching, research, service	2/19/26	Admin rejected 3/11/26; AAUP considering response

Clarification of language and role of Faculty Handbook in reductions in faculty positions	12/8/25	Admin partially accepted 1/9/26; AAUP considering response
<b>WORKLOAD</b>		
Clarification of credit-contact hour conversions, esp. those not listed in CBA or dept documents	12/8/25	Admin countered 2/19/26; AAUP-UD countered 3/11/26 and awaiting admin's response
Clarification of use of adjunct, part-time, and full-time temp faculty	1/29/26	Admin countered 2/19/26; AAUP countered 3/11/26 and awaiting admin's response
<b>COMPENSATION</b>		
Timing of CT faculty salary increase for "early" promotion (i.e., not having to wait until years 6 or 13 to receive promotional salary increase)	12/8/25	Admin countered 3/11/26; AAUP is considering response
Increases in overload (S-contract) compensation	12/8/25	Admin asked to postpone, wants to discuss all compensation matters at once
Annual letter detailing all components of salary, including special adjustments and administrative supplements	12/8/25	Admin countered 1/9/26; AAUP will respond after merit pay mechanisms finalized
Administrators who return to faculty not keeping administrative salary increase in perpetuity	12/8/25	Admin rejected 1/9/26; AAUP revised/resubmitted 2/19/26: admin rejected counter 3/11/26
<b>BENEFITS</b>		
Application of phased retirement year to post-sabbatical requirement	12/8/25	Admin rejected 1/9/26; AAUP revised/resubmitted 2/19; admin rejected 3/11/26

<b>Proposals by UD Administration</b>	<b>Date First Delivered to AAUP-UD</b>	<b>Status</b>
<b>FACULTY RIGHTS &amp; PROTECTIONS</b>		
Revision of academic freedom language (would significantly limit protections)	1/9/26	AAUP rejected 2/19/26

Revision of privacy rights language (would limit protections only to those provided by University policy or Delaware law)	1/9/26	AAUP rejected 2/19/26
<b>WORKLOAD</b>		
Increased discretion of chairs in assigning workload (including into winter session)	12/8/25	AAUP rejected 1/9/26
Increased discretion of chairs in assigning S-contracts (FT faculty would no longer get precedence)	12/8/25	AAUP rejected 1/9/26
<b>COMPENSATION</b>		
Pro-rating of overload compensation up or down based on below-minimum or above-cap enrollments	2/19/26	AAUP countered 3/11/26 and awaiting admin's response