COLLECTIVE BARGAINING AGREEMENT
between
THE UNIVERSITY OF DELAWARE
and
AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS, UNIVERSITY OF DELAWARE CHAPTER

JULY 1, 2005 - JUNE 30, 2008

ARTICLE I

AGREEMENT

This Agreement is made and entered into this 14th day of June, 2005 by and between the University of Delaware , hereinafter referred to as the "University," and the University of Delaware Chapter of the American Association of University Professors, hereinafter referred to as the "AAUP."

ARTICLE II

PURPOSE

The purpose of this Agreement is to promote harmonious relationships between the faculty and the administration of the University, to improve the quality of education and to maintain the high standards of excellence at the University of Delaware, and is the sole and exclusive embodiment of all agreements between the University and the AAUP covering wages, benefits and conditions of employment. It is agreed and understood that the intent and purpose at all times shall be the improvement and maintenance of the education, research and related programs of the University and the welfare of the student body. In the furtherance of the purpose of this Agreement, the parties agree to adhere to the Statement on Academic Freedom as approved by the Board of Trustees of the University, May 31, 1979.

It is understood that this Agreement in no way diminishes the responsibility of faculty, of department chairpersons, and of deans, directors and other appropriate administrative officials for the exercise of academic judgment.

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

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 Non-Tenure Track Faculty: Terms of Employment
The "Handbook for Faculty" shall contain a complete copy of the policy governing the terms of employment for individuals holding primary appointments as full-time, continuing non-tenure track faculty.

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 of any administrator by virtue of any provision of the laws of the State of Delaware or the Charter of the University

ARTICLE IV

AAUP MEMBERSHIP

Professional Dues Deduction
During the term of this Agreement, the University agrees to deduct monthly membership dues, proportionately each pay period, from the salaries due all members who individually and voluntarily give the University written authorization to do so on the "Authorization of Payroll Deduction of Membership Dues" supplied by the AAUP. The AAUP assumes the responsibility to obtain and deliver to the University said written authorization, or notices of revocation, except the University will have no obligation to deduct or remit the dues payable for the account of any faculty member whose dues deduction authorization form reaches the payroll department less than fifteen (15) calendar days before the semi-monthly pay day for which dues are to be deducted. The AAUP shall transmit written notices of revocation to the University not more than thirty (30) days and not less than fifteen (15) days prior to the expiration date of the current "Authorization of Payroll Deduction of Membership Dues" form. The University shall forward such dues for the previous month's salaries to the Treasurer of the AAUP, University of Delaware Chapter , at an address furnished, in writing, to the University by the AAUP on or before the tenth day of each month. The AAUP agrees to release and discharge the University of Delaware , its officers, agents, and employees from any and all liability whatsoever arising as a result of dues deductions. The AAUP assumes full responsibility for the disposition of monies so deducted once they have been remitted to the Treasurer of the AAUP as set forth above.

ARTICLE V

AAUP REPRESENTATIVES AND PRIVILEGES

5.1 The AAUP, its officers and members shall not engage in union activities, hold meetings on University property, or utilize University facilities in any way that interferes with or interrupts normal University operations or the obligations and duties of faculty members as employees.

5.2 The AAUP shall have the right to make reasonable use of University space, facilities, and equipment in accordance with University procedures, for proper activities related to its position as the recognized representative of the full-time voting faculty. AAUP shall pay reasonable costs for the use of space, facilities, and equipment.

5.3 The AAUP shall be entitled to reasonable use of campus mail, in accordance with University procedures. The AAUP agrees to limit its use of material directly related to its function as collective bargaining agent, and agrees further that the material it distributes by campus mail will not violate reasonable standards of propriety with respect to the language employed.

5.4 The AAUP shall have the right to post at appropriate places on the campus for the benefit of the employees it represents, bulletins and notices relevant to official AAUP business, of a nonpolitical nature, so long as these do not violate reasonable standards of propriety.

5.5 The University shall make available to the AAUP an on-campus, furnished,

air-conditioned office suitable for conducting official business. The University shall provide direct phone service in the faculty office of the President of the AAUP.

5.6 The University agrees to provide, at no cost to the AAUP or its members, a complete copy of this Agreement.

5.7 The University agrees to make available to each new faculty member a copy of this Agreement and a copy of the "Authorization of Payroll Deduction of Membership Dues" form.

5.8 Four members of the AAUP bargaining unit will be given one three-credit course reduction for each full semester, or major portion thereof, during which they represent the AAUP in collective bargaining. This reduction may occur in the semester or semesters in which bargaining occurs, or in succeeding ones with the mutual agreement of the faculty member and department chairperson/dean. In addition two officers or committee members of the AAUP shall be given one three (3) credit course reduction for each semester. The AAUP may also purchase six additional hours of release time at the S-contract rate. The AAUP shall make the designations under the provisions of this paragraph and shall inform the Administration in writing of these designations and the semesters during which they will occur in sufficient time to permit adequate course coverage.

5.9 The advice of a majority of the faculty, by a formal vote of the faculty, within the department will be required for the appointment or reappointment of the Department Chairperson. The procedures by which this vote is obtained shall be determined by the faculty of the affected department, and shall be consistent with the Policy Guide for Department Chairs and Academic Program Directors, University Policy and Procedures Manual (2/12/96).

5.10 A faculty member at the University of Delaware will be terminated within the terms of his or her 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 Vice President for Administration shall inform the AAUP President and Contract Maintenance Officer whenever the University issues a written letter of intent to terminate a faculty member. The AAUP contract maintenance 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 Vice President for Administration shall inform the AAUP President and Contract Maintenance Officer of the final decision in the matter.

5.11 The University shall maintain the Handbook for Faculty 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. The Provost's Office will create a CD-Rom copy of the Faculty Handbook at six-month intervals, which

shall be available to the AAUP Office, the AAUP Executive Council, the AAUP Contract Maintenance Officer, the Chief Negotiator, and to departments, colleges and other appropriate administrative offices upon request.

5.12 The University, upon written request of the AAUP, will provide the following information on each bargaining unit member in the format provided in the past: salary history by college, department, rank, sex and length of contract (fiscal year, academic year, or other), employment history, promotion list and benefit participation. Under the latter shall be included each member's Blue Cross/Blue Shield type, major medical type, level of TIAA/CREF and/or Fidelity participation, tuition remission participation and course fee waiver participation. In addition, the University, upon written request, will provide AAUP with the following information: names and departments of new appointments and reappointments with duration of appointment or reappointment, names and departments of faculty promoted, and/or granted tenure each year, names of faculty terminated, names of faculty not reappointed, names of faculty on phased retirement with phased option, names of faculty retired, names of faculty on sabbatical leave each semester, and the average credit contact hours per semester for each department or college where there are no departments. These data will also be provided in machine readable form. In addition, the University will provide an annual report to the AAUP summarizing all special salary adjustments awarded under Article 12.8 during the preceding year. The report will show the number of special increases granted in each unit and the reason for each of the salary adjustments granted. The University also will provide dental claims payment data and updates of the reasonable and customary charges as these are established by the dental insurance carrier.

Upon receipt of the information, AAUP will have the right to monitor whether or not the University is in compliance with the stated conditions of Articles IX, XI and XII as those conditions relate to individual members of the bargaining unit. Should the AAUP believe that the University is not in compliance with the provisions of Article(s) IX, XI or XII on the basis of the information provided under the terms of this Article, or has failed to supply sufficient or correct information, then the AAUP may request a meeting with the University within twenty (20) work days after receipt of the information, to discuss and agree upon changes necessary to comply with the Agreement.

If the matter is not resolved, the AAUP may file a grievance concerning the interpretation, application or claimed violation of this Article or Articles IX, XI, XII directly with the Vice President for Administration within forty (40) work days after receipt of the information. If in proceeding with the grievance, additional information is requested by the AAUP of which delivery to the AAUP would necessitate the identification of an individual or individuals, written authorization to release such identifying information must be obtained by the AAUP from the affected bargaining unit member(s). The Vice President for Administration shall inform the President of the AAUP of the name(s) involved, and until the written authorization is obtained, both parties shall preserve the anonymity of the individual(s). The Vice President for Administration shall consider the grievance and shall reply in writing to the AAUP within ten (10) work days after receipt of the appeal. If the AAUP is not satisfied with the

written decision of the Vice President for Administration, it may file a written appeal within fifteen (15) work days as provided in Step 4 of the grievance procedure.

5.13 In those departments where University service is used as a criterion for faculty evaluation, AAUP service may be considered as an activity appropriate to that category.

ARTICLE VI

BARGAINING UNIT MEMBERSHIP: LIST OF UNIT

The University will, within fifteen (15) days of the close of late registration for the Fall Semester, transmit to the AAUP a list stating the name of each faculty member then in the unit, and will, by the fifteenth (15th) day of the month following the effective date of any changes, send the AAUP a list of such changes. Should the AAUP disagree with such lists, it may request a meeting with the University, provided such request is made within seven (7) work days, to discuss and agree upon changes in the membership of the bargaining unit. A grievance by a member of the bargaining unit or by the AAUP concerning the interpretation, application or claimed violation of the provisions of this Article may be introduced directly into Step 3 of the Grievance Procedure.

ARTICLE VII

NO STRIKES OR LOCKOUTS

The AAUP and the University subscribe to the principle that any and all differences under this Agreement be resolved by peaceful and legal means without interruption of the University program. The AAUP, therefore, agrees that neither it nor any of its officers, agents, employees, or members will instigate, engage in, support or condone any strike, work stoppage, or other concerted refusal to perform work by any employees in the bargaining unit during the life of this Agreement. The University agrees that there shall be no lockout during the life of this Agreement.

ARTICLE VIII

GRIEVANCE PROCEDURE

Faculty members who believe there has been a potential violation of the Collective Bargaining Agreement should contact the Chair 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) work days of the event which gives rise to the grievance or within twenty-five (25) work days after knowledge of the event is obtained or reasonably should have been obtained. For purposes of calculating time periods under the grievance procedure, University holidays, Saturdays, and Sundays shall not be counted as work days. Likewise, the periods encompassing Winter and Summer Session shall not be counted as work days unless failing to do so places an undue burden on either party or unreasonably delays the resolution of the grievance. Time limits are to be adhered to; however, they may be extended by mutual agreement of the parties in writing. It is the intention of the parties to agree to such extensions when they are justified by good and sufficient reason.

The written grievance must include (1) a statement of the action being grieved; (2) reference to the relevant articles of the collective bargaining agreement or Faculty Handbook and adequate identification of the specific past practices relied upon, if any; and (3) the remedy or relief sought. Upon request by the grievant, the affected administrator shall provide information relevant to the action being grieved. Any dispute as to requests for such information shall be resolved by the Vice President for Administration.

The grievant shall be apprised of the bases upon which actions are taken during the grievance procedure. Evidence introduced at any step of the grievance procedure shall be provided simultaneously to the grievant, the administration, and when applicable, the members of the hearing panel.

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

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

Step 2: If the grievant is not satisfied with the response, he or she may file a written appeal to the Dean or Director within ten (10) work days after receipt of the response at Step 1, with copies to the Chairperson, AAUP, and the Vice President for Administration.

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

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 Vice President for Administration within ten (10) work days after receipt of the Step 2 decision. The Vice President for Administration, sitting with two members of the faculty selected in the manner provided in Section 8.3, shall conduct a hearing within twenty (20) work days after receipt of the appeal. At least five (5) days prior to the hearing date, the grievant and the administrative representative presenting the opposing view shall each submit to the Hearing Panel all documentary evidence on which they intend to rely, together with a written statement summarizing their positions.

The hearings shall be conducted with concern for due process. The grievant and the administrative representative shall be afforded the opportunity to testify, to call witnesses, and to introduce relevant documentary and other evidence in his/her behalf, as well as to confront and cross-examine all witnesses. The Vice President for Administration, as well as the faculty members sitting with him/her, shall also have the right to question all witnesses.

The administration will, insofar as it is possible for it to do so, secure the cooperation of necessary witnesses. Where a witness cannot or will not appear and where it is determined that the interests of justice require admission of his/her testimony, the Vice President for Administration will identify the witness, and, if possible, disclose his/her statement and provide for interrogatories. Testimony and arguments made during the hearing shall be recorded if requested by either party, and the tape together with all documentary and other evidence admitted during the hearing, shall be preserved for use as warranted if an appeal is taken to Step 4.

After discussing the matter with the hearing panel to determine if there is a consensus opinion which can be agreed upon, the Vice President for Administration shall render his/her decision on the appeal, in writing, within ten (10) work days after the hearing with copies to the grievant, the AAUP, the Dean or Director, and the Chairperson. Either or both of the faculty members sitting on the hearing panel may, if they so choose, prepare a separate opinion stating his/her views, which opinion shall be appended to the decision of the Vice President for Administration. It is understood that the Vice President for Administration is not bound by the opinion of either or both faculty members on the panel.

Step 4: If the grievant is not satisfied with the decision of the Vice President for Administration and the matter involves a grievance as defined in 8.1 above, and if the AAUP concurs, the AAUP may file a written appeal within twenty (20) work days to the American Arbitration Association (AAA) for binding arbitration under its rules. The

arbitration shall be by a neutral arbitrator selected under AAA rules, and the decision of the arbitrator shall not modify, change, add to, or subtract from any provision of this Agreement. The costs of arbitration by the AAA and its impartial arbitrator will be borne equally by the parties, and each party shall bear the costs of the presentation of its case.

8.3 Within twenty (20) work days after the signing of this Agreement, the AAUP and the administration will each prepare a list of ten (10) members of the bargaining unit willing and able to serve with the Vice President for Administration in hearing grievances under Step 3. In the event that a grievance is taken to Step 3, the AAUP shall immediately select one person from the list prepared by the administration, and the administration shall select one person from the list provided by the AAUP. The two faculty members shall then sit with the Vice President for Administration to hear the grievance as provided in Step 3. A faculty member chosen for the Hearing Panel shall disqualify himself or herself if any personal or professional conflict of interest would prohibit that person from reviewing the merits of the grievance fairly. Such faculty member, if he or she so chooses, need not disclose the nature of the conflict. Under any circumstances, the fact that the grievant is a faculty member or affiliated with a particular college, department or unit shall not in and of itself serve to disqualify another faculty member from hearing the matter. Should an individual disclose that a conflict exists which would prohibit the fair hearing of the appeal, either the grievant or the administrative representative may disqualify that individual, and another appointment shall be made.

8.4 Any written decision or written answer to a grievance made at any step which is not appealed to the succeeding step within the time limits provided, or such additional period of time as may be mutually agreed upon in writing by the parties to this Agreement, shall be considered a final settlement and such settlement shall be binding upon the grievant(s) and the parties to this Agreement. If a written decision or written answer to an appeal is not rendered by an administrator within the time limits specified in this Article, the grievant may take the matter to the next step.

8.5 At no step in the procedure shall a settlement be reached which is inconsistent with the provisions of this Agreement, unless both the administration and AAUP concur in writing.

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

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

8.8 Two or more faculty members from different colleges alleging the same grievance concerning the interpretation, application, or claimed violation of any provision of this Agreement, 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 AAUP including the provisions of Article 5.12. Such grievance shall be filed directly with the Vice President for Administration within the time limits set forth in Section 8.1, above. The Vice President for Administration shall consider the grievance and shall reply in writing to the AAUP within twenty (20) work days after receipt of the appeal. If the AAUP is not satisfied with the written decision of the Vice President for Administration, it may file a written appeal within twenty (20) work days 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 his/her 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 which take place in the processing of a written grievance and shall have the right to have a designee present at all such meetings and hearings. The designee of the AAUP may represent the grievant, act as his/her advisor or as an observer, at the option of the grievant. The AAUP will be notified by the appropriate administrator at each stage of the grievance procedure and meetings will be scheduled at a mutually convenient time for all parties. If any member of the bargaining unit designates in writing the AAUP as his or her representative for purposes of handling a specific grievance, the AAUP may thereafter act in his or her behalf in any aspect of the grievance procedure so designated.

ARTICLE IX

PERSONNEL BENEFITS

9.1 During the term of this Agreement, the University agrees to maintain the Flexible Benefits Program. 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.

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

During the term of this Agreement, any reduction in benefits in the Flexible Benefit Program 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, his/her spouse will continue to be eligible for the same health care benefits 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 his/her spouse and/or minor children continue to occupy the house as their primary residence, the University mortgage may continue until maturity, if payments are made in a timely manner. When the spouse and/or minor children of the eligible member no longer occupy the mortgaged property as their primary residence, or the spouse remarries, the mortgage is to be repaid within 180 days.

9.3 The University shall provide medical surgical insurance, major medical, and total disability insurance for bargaining unit members age 65 or older at provision and benefit levels at least equal to those available to full-time faculty members under the age of 65.

9.4 Dental Plan
The University shall provide family dental insurance for all bargaining unit members as an option available under 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 University Pension Benefits (TIAA/CREF and/or Fidelity) are provided as follows:

(a) Participation with University contributions shall be optional for eligible faculty age 34 or younger.

(b) The University's contribution shall be 11% of base salary for each eligible faculty member enrolled in the program.

(c) The minimum individual contribution for participants in the program will be 4% of base salary.

(d) Nine-month or ten month faculty may contribute on earnings from summer supplemental contracts. The University will also contribute, providing the individual has elected the option. Individual and University percentage contributions are the same as during the academic year.

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

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

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

Faculty electing retirement shall receive at the time of retirement a one-time payment at the rate of two percent of annual base salary for each year of University service. If the faculty member has signed a retirement agreement with the University and should die before retirement has begun, the payment will go to the spouse/estate of the faculty member.

At the retiree's discretion,faculty members will receive a one-semester retirement leave at full salary with full benefits or a full year leave at seventy-five percent salary and with full benefits prior to the date of retirement.

Faculty may elect a phased retirement of up to three years in length, if they meet the age and service requirements noted above at the date of actual retirement. Faculty electing a phased retirement shall receive his/her one-time payment at the rate of two percent of

annual base salary for each year of full-time University service; years of phased retirement will be prorated. The salary used in this calculation shall be the annual base salary for the last year of full-time service before phased retirement. Faculty members who elect phased retirement are not eligible for retirement leave.

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 Vice President for Administration prior to the approval of the retirement agreement.

The following phased retirement options are available:

Option A

Year 1	75% Salary/100% Benefits
Year 2	75% Salary/100% Benefits
Year 3	50% Salary/50% Benefits

Option B

Year 1	75% Salary/100% Benefits
Year 2	50% Salary/50% Benefits
Year 3	50% Salary/50% Benefits

Option C

Year 1	100% Salary/100% Benefits
Year 2	75% Salary/100% Benefits
Year 3	50% Salary/50% Benefits

Option D

Year 1	50% Salary/50% Benefits
Year 2	50% Salary/50% Benefits
Year 3	50% Salary/50% Benefits

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.

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

"The University of Delaware Benefits for Retired Employees" (The Blue Sheet) are provided to faculty and are found in the on-line version of the Handbook for Faculty.

9.7 The College of Health Sciences will continue the Wellness Program for University employees. Fifty ($50)wellness dollars will be made available each fiscal year for bargaining unit members who participate in the elements of the University's Wellness Program. This includes, but is not limited to: physical assessments, stress management programs, locker fees, nutrition counseling, biometric measurements, fitness classes, etc. Should the program provide medical insurance cost savings to the University, such savings will be shared with participating faculty members in the form of premium reductions or other monetary incentives aimed at encouraging utilization of the wellness program.

9.8 Beginning July 1, 2005, 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.

9.9 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.

9.10 The University and the AAUP may reconstitute the Benefits and Cost Containment Committee if changes in the University's health care programs are under consideration. 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.

9.11 The University will provide a tuition remission program for spouses and dependents (1). A total of two family members, including dependent children and the spouse of a faculty member, may each take seventeen (17) credit hours at no charge if enrolled as a full time matriculated undergraduate student. This benefit shall apply to seventeen (17) credit hours in one semester and may not be divided between semesters. Students who enroll at the University as a result of 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.

9.12 Course Fee Waiver
Bargaining unit members, or the spouse or one dependent may enroll in one academic credit course without payment of fees during each semester and each summer and winter session. Enrollment in academic credit courses involved with study trips or enrollment in non-credit courses will be permitted only if such enrollment does not displace a paying student from the class or add appreciable costs to the University.

9.13 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.

9.14 Based on the commitments required by the instructional calendar, members of the bargaining unit who choose to utilize the family leave policy approved by the University Faculty Senate (Handbook for Faculty, Section 4) shall receive FMLA benefits for up to one semester during the period of approved FMLA leave. An FMLA leave may be used for caregiving, parenting, childbirth or adoption.

The University and the AAUP also recognize that childbirth and adoption can affect the teaching availability of a faculty member. Department chairpersons and faculty members must develop workload options that meet department and individual needs immediately following the birth or adoption of a child under the age of five by the faculty member. If the faculty member is the primary caregiver, one such option is to be granted a one semester administered load that allows a choice of either partial or full relief from teaching during the semester of the birth or the adoption of a child under the age of five by the faculty member or immediately following the birth or adoption. The Vice President for Administration and the AAUP Contract Maintenance Officer are available to discuss such options with faculty and department chairs.

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

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

9.17 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.

---

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

ARTICLE X

NONDISCRIMINATION

The University and the AAUP, to the extent of their respective authority and responsibility, agree not to discriminate against a faculty member with respect to the application of the provisions of this Agreement because of race, creed, color, gender, age, religion, national origin, veterans or handicapped status, sexual orientation or membership or nonmembership in the AAUP.

ARTICLE XI

FACULTY WORKLOAD

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

11.2 Each academic department/unit will have approved workload policies in place consistent with the "Faculty Workload Policy" (Handbook for Faculty, Section 4). Such workload policies shall be developed by the faculty of the academic unit and 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 http://www.udel.edu/provost/documents.html

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; and University-administered, consultative, and organized activities, not only inside but also outside the University, when such activities by mutual agreement bring benefit and/or prestige to the University.

11.4 An individual's workload shall be assigned with the expectation that the faculty member will have the opportunity to meet the criteria for promotion and satisfactory peer review.

11.5 In the distribution of merit pay and in the promotion and tenure process and in the peer review process, the weights assigned to teaching, research and service must be directly related to the workload developed with the faculty member for the period of review.

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 undergraduate(2) 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 Except by mutual agreement, teaching and advisement of each individual's workload will not average in excess of 12 credit-contact hours or in excess of 18 teaching contact hours per week per semester for the academic year,(3) nor shall the average teaching load of the unit exceed the approved workload policy of the unit.(4) 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.

12 credit contact hours or 18 teaching contact hours per week per semester constitutes a 100% workload for the semester for the academic year. Assignment of a workload of other credit-contact hours per week or teaching contact hours per week per semester will be prorated as a percentage of workload for the semester, e.g. 9 credit-contact hours per week per semester constitutes a 75% workload for the semester for the academic year; 6 credit-contact hours per week per semester constitutes a 50% workload for the semester for the academic year; 3 credit-contact hours per week per semester constitutes a 25% workload for the semester for the academic year. All academic unit workload policies must be consistent with these requirements.

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.

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

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

---

(2) 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

(3) 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 only receive credit in the semester that the student completes the project or special problem, and defends his/her thesis or dissertation. Thirty full-time undergraduate advisees are equivalent to 1/2 credit-contact hour. Credit for undergraduate advisees is given in blocks of 30 students and may not be prorated.

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.

(4) Units in which faculty typically have assigned responsibility for studio, clinical or applied music instruction in addition to scheduled course instruction may combine assigned percent allocations in credit contact hours and teaching contact hours in calculating a typical teaching workload for the academic semester. This provision must be stipulated in the approved workload policy of the department and the combined assigned percent allocations reflected in the calculation of the typical assigned teaching load for the unit.

Units that believe the combined credit calculation should be included in the workload policy must submit a revised workload policy for review and approval by the appropriate dean, the AAUP Contract Maintenance Officer and the Provost.

ARTICLE XII

SALARIES

12.1 For the period July 1, 2005 through June 30, 2006, salaries of continuing members of the bargaining unit shall be adjusted in the following manner:

(a) Each continuing member of the bargaining unit shall have his/her salary increased by an amount equivalent to 2.0% of his/her 2004-2005 base salary.

(b)In addition, an amount equivalent to 1.5% of the 2004-2005 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 12.4.

(c) Each continuing member of the bargaining unit shall have his or her salary adjusted by the following structural adjustment based on the faculty member's rank as of July/September 1, 2005.

Full Professor $750
Associate Professor $250

Assistant Professor $500

(d) All increases will be effective July 1, 2005 for bargaining unit members on fiscal year contracts and September 1, 2005 for bargaining unit members on academic year or ten month contracts.(5)

12.2 For the period July 1, 2006 through June 30, 2007, salaries of continuing members of the bargaining unit shall be adjusted in the following manner:

(a) Each continuing member of the bargaining unit shall have his/her salary increased by an amount equivalent to 2.0% of his/her 2005-2006 base salary.

(b) In addition, an amount equivalent to 2.0% of the 2005-2006 base salaries of continuing members of the bargaining unit in each college shall be allocated to a merit pool and divided within that college among continuing members of the bargaining unit in accordance with the provisions of Article 12.4.

(c) Each continuing member of the bargaining unit shall have his or her salary adjusted by the following structural adjustment based on the faculty member's rank as of July/September 1, 2006.

Full Professor $1,000
Associate Professor $250

Assistant Professor $400

(d) All increases will be effective July 1, 2006 for bargaining unit members on fiscal year contracts and September 1, 2006 for bargaining unit members on academic year or ten month contracts.

12.3 For the period July 1, 2007 through June 30, 2008, salaries of continuing members of the bargaining unit shall be adjusted in the following manner:

(a) Each continuing member of the bargaining unit shall have his/her salary increased by an amount equivalent to 2.0% of his/her 2006-2007 base salary.

(b) In addition, an amount equivalent to 2.25% of the 2006-2007 base salaries of continuing members of the bargaining unit in each college shall be allocated to a merit pool and divided within that college among continuing members of the bargaining unit in accordance with the provisions of Article 12.4.

(c) Each continuing member of the bargaining unit shall have his or her salary adjusted by the following structural adjustment based on the faculty member's rank as of July/September 1, 2007.

Full Professor $1,250

Assistant Professor $250

(d) All increases will be effective July 1, 2007 for bargaining unit members on fiscal year contracts and September 1, 2007 for bargaining unit members on academic year or ten month contracts.

12.4 Merit pay increases shall be awarded based on the faculty member's performance as reflected in the annual evaluation conducted by the department chairperson or dean (in units where there are no chairpersons) and according to the approved merit metric policy of the units. The annual evaluation shall be based on criteria which have been clearly communicated to faculty members in advance of the period covered by the evaluation and which are consistent with the workload plans developed in accordance with Article 11.9 of this Agreement.

A chair or other academic unit head shall consider in his or her evaluation of a faculty member's activities all evidence submitted by a faculty member which is consistent with written departmental criteria for merit pool allocations. These merit criteria must include a well-defined metric that communicates the value assigned to different levels of contribution in teaching, scholarship and service and must also be consistent with the department's criteria for promotion and tenure. The criteria and associated metric shall be developed by the chair of the department in consultation with the faculty and be ratified by the faculty at a duly called faculty meeting prior to securing final approval by the appropriate college dean.

The written merit allocation criteria and associated metric may be modified at any time by the chair of the department in consultation with the faculty and be ratified by the faculty at a duly called faculty meeting prior to securing final approval by the appropriate college dean. Following ratification, the revised statements will be submitted for approval by the college dean. The college dean will act on the revised statements within two months of the submission.If approval is not granted, the dean will indicate the changes needed and the department will have one month to resubmit its modified statement. This process will continue until approval is secured. Merit increases will not be approved for any unit that does not have an approved merit allocation statement and associated metric. Approved merit allocation statements and associated metrics of academic units may be found at http://www.udel.edu/provost/documents.html

The annual evaluation shall be based on criteria which have been clearly communicated to faculty members in advance of the period covered by the evaluation and which are consistent with the workload plans developed in accordance with Article 11.9 of this Agreement. Consistent with established University policy the chair or dean will meet with the faculty member to review the annual evaluation and shall communicate to each faculty member the basis for the evaluation.

The chair or dean shall also review with the faculty member, upon request, information which indicates the correspondence between merit pay and the faculty member's department or comparable unit evaluation ratings within that unit so that the faculty member may know whether his or her merit pay is consistent with the annual evaluation. Anonymous or confidential information shall not be used to evaluate a faculty member without that faculty member having the opportunity to respond to the substance of the information before the evaluation is complete. Merit increases are to be awarded solely on the basis of performance in research, teaching and service (as referenced in Article 11.3 and 11.5).

12.5 Promotion increments shall be adjusted to the following amounts effective July 1, 2005:

	Academic Year	Fiscal Year
Promotion to Asst. Professor	$ 3240	$ 3955
Promotion to Assoc. Professor	4305	5215

Promotion to Full Professor	5275	6365

The promotion increments will be adjusted to the following amounts effective July 1, 2006:

	Academic Year	Fiscal Year
Promotion to Asst. Professor	$ 3370	$ 4115
Promotion to Assoc. Professor	4480	5425
Promotion to Full Professor	5485	6620

The promotion increments will be adjusted to the following amounts effective July 1, 2007:

	Academic Year	Fiscal Year
Promotion to Asst. Professor	$ 3515	$ 4290
Promotion to Assoc. Professor	4670	5655
Promotion to Full Professor	5720	6900

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 or 12.3.

12.6 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, 12.5 and 12.8 shall be paid by the University.

12.7 After the adjustments have been made in accordance with Articles 12.1, 12.4 and 12.5, the following salary minimums by rank shall be applicable effective July 1, 2005:

	Academic Year	Fiscal Year
Instructor	$33,940	$41,425
Assistant Professor	50,170	61,305
Associate Professor	59,685	72,960
Full Professor	72,545	88,665

After the adjustments have been made in accordance with Articles 12.2, 12.4 and 12.5, salary minimums by rank shall be effective July 1, 2006:

	Academic Year	Fiscal Year

Instructor	$35,300	$43,080
Assistant Professor	52,180	63,760
Associate Professor	62,070	75,880
Full Professor	75,445	92,210

After the adjustments have been made in accordance with Articles 12.3, 12.4 and 12.5, salary minimums by rank shall be effective July 1, 2007:

	Academic Year	Fiscal Year
Instructor	$36,800	$44,910
Assistant Professor	54,400	66,470
Associate Professor	64,710	79,105
Full Professor	78,650	96,130

12.8 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, 12.3 and 12.4. Such adjustments may be implemented by the University under the following situations:

(a) when a salary adjustment is necessary to correct a gross inequity including, but not limited to, situations of salary inversion and compression;

(b) when a salary adjustment is necessary to retain a faculty member at the University;

(c) when salary disparities occur, relative to market demands, which adversely affect the quality of an academic unit.

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

On-contract, full-time faculty teaching overloads (including Continuing Education, Special Sessions, and other overload teaching) will be paid 2.25% per credit hour of their base academic year salary, up to a ceiling equivalent to 2.25% per credit hour of the average salary at each rank in the prevailing year. The floor will be increased in each year at a rate equal to the across-the-board plus merit increases (excluding structural, promotional and other unique adjustments) as established in the Collective Bargaining Agreement. Payments for full-time faculty on other than 9-month appointments will be paid based on their salary pro-rated to a 9-month basis.

The applicable floor and ceiling rates for the contract years 2005-2006 are set forth in Appendix "A"

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

5 For the purpose of this contract, a member of the bargaining unit is considered "continuing" under the following definitions:

a) any person on a fiscal year contract who is a member of the bargaining unit on June 30 and who is a member of the bargaining unit on July 1 of that same calendar year.

b) any person on an academic year 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 his/her transfer within the University, change in rank or status, or length of term of contract.

ARTICLE XIII

USE OF PART TIME FACULTY

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

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

(a) to replace full-time faculty members on leave;

(b)to replace full-time faculty members with temporary time-bought situations or temporary special assignments;

(c)to teach courses full-time faculty are not qualified to teach, or to provide enrichment, diversity or balance for departmental curricula;

(d)to establish or maintain liaison with commercial or professional organizations relevant to student employment.

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

(a) to supervise field work or clinical or laboratory experience beyond that which can be accommodated to the workload of the full-time faculty;

(b) to teach courses full-time faculty are able to teach only when:

(c) there is a temporary open full-time line and a search is in progress;

(d) there is a short-term bulge in student demand beyond that which can be met by full-time faculty.

ARTICLE XIV

REDUCTIONS IN FACULTY POSITIONS

14.1 Reductions in faculty positions proposed as a result of University-wide extraordinary financial circumstances as defined in the Statement on Guidelines for Faculty Involvement Related to Extraordinary Financial Circumstances, (Handbook for Faculty, Section 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, II-D, 2 and II-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.

ARTICLE XV

TOTALITY OF AGREEMENT

Both parties, for the lifetime of this Agreement, each agree that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or not referred to or governed by this Agreement, unless the University and the AAUP mutually agree to alter, amend, supplement, enlarge or modify any of its provisions.

ARTICLE XVI

PRECEDENCE OF LAWS

In the event any provision of this Agreement, in whole or in part, is declared to be illegal, void or invalid by any court of competent jurisdiction or any administrative agency having jurisdiction, all of the other terms, conditions and provisions of this Agreement shall remain in full force and effect to the same extent as if that provision had never been incorporated in this Agreement, and in such event the remainder of this Agreement shall continue to be binding upon the parties hereto.

ARTICLE XVII

MAINTENANCE OF PRACTICES

17.1 The parties agree that there is a body of written policies, of practices and interpretations of those policies which govern administrative decisions concerning wages, salaries, hours, workload, sick leave, vacations, grievance procedures, appointment, reappointment, promotion, tenure, dismissal, termination, suspension, evaluation, sabbatical leave, maternity leave, and alcoholism treatment which are not covered by the

terms of this Agreement. Such policies and practices, except as changed by procedures agreed to in Article 17.3 below, shall be continued for the term of this Agreement. In the event of a conflict of any such policies or practices with the terms of this Agreement, the Agreement shall prevail.

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

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

The Handbook for Faculty shall contain a complete copy of each University-wide policy that governs the practices enumerated in section 17.1 of this Article. Written copies of any policy changes occurring after this Agreement is signed, and made in accordance with the provisions of 17.3 below, shall be made available through annual revisions of the Handbook for Faculty to all members of the bargaining unit, and shall be made available to the AAUP within ten (10) days of their adoption.

17.3 The parties agree that the Board of Trustees, the University Administration, and the University Faculty Senate upon approval by the Administration and the Board, have undiminished power and authority to establish, change or eliminate policies. The parties also agree that the privileges of the faculty provided in the Trustee Bylaws to advise upon proposed policy and to recommend policy also remain undiminished. In pursuance of these powers and privileges the parties agree that all proposals by the University Administration to establish, change or eliminate University-wide policies which govern the practices enumerated in section 17.1 of this Article shall be submitted in advance to the Executive Committee of the University Faculty Senate for referral to the appropriate faculty review committee and subsequent Senate action before final Administration action. The Faculty Senate shall act upon each proposal within sixty (60) days following its submission to the Executive Committee of the Faculty Senate. Failure to act within sixty (60) days shall be considered as Faculty Senate concurrence with the proposal. The parties further agree that recommendations to establish, change or eliminate policies which are initiated by the University Faculty Senate and require Trustee approval should be submitted by the University Administration to the next scheduled meeting of the appropriate Trustee committee provided such recommendations are submitted to the University Administration at least thirty (30) days prior to such Trustee Committee meeting. The University Administration agrees to inform the President of the University Faculty Senate as to the action taken on such recommendations within fifteen (15) days of the Board of Trustees meeting.

17.4 Since in the past, proposals by the Administration to establish, change or eliminate policies have been presented for review and comment by faculty committees, the college senate(s), and the University Faculty Senate, the parties agree that these procedures will be followed in the future.

ARTICLE XVIII

SAFETY AND HEALTH

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

ARTICLE XX

TERM OF AGREEMENT

This Agreement shall be effective as of July 1, 2005 and shall remain in full force and effect to and including June 30, 2008 and automatically renew itself from year to year thereafter unless, no sooner than September 1, 2007 and not later than December 31, 2007, 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, 2008.

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

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS ON THE 14th DAY OF JUNE, 2005.

For the University of Delaware	For the University of Delaware Chapter, American Association of University Profess
David Roselle	Linda Bucher
David Hollowayne	David J. Colton
Daniel Thiel	Gerald Lombet
Maxine Colm	Sheldon D. Nelson
[illegible]	Kevin Kerrane
C. Thorough Good	L. Leon Campbell
[illegible]	
Tom Lodenta	

For Questions contact:

L. Leon Campbell
AAUP Contract Maintenance Officer
400 Morris Library
Voice: (302) 831-6767
Internet: campbell@udel.edu

Dr. Maxine R. Colm
Vice President for Administration
124 Hullihen Hall
Voice: (302) 831-2769
Internet: colm@udel.edu

Return to AAUP Contract Index

Go to University of Delaware Home Page

July 25, 2008

APPENDIX "A"
OVERLOAD RATES

OVERLOAD COMPENSATION SCHEDULE (1)

(Applies to Overload, Continuing Education and Special Sessions) (2)

Effective September 1, 2005

Floor

	1cr	2cr	3cr	4cr (3)
Instructor	1190	2380	3570	4760
Asst. Professor	1410	2820	4230	5640
Assoc. Professor	1605	3210	4815	6420
Full Professor	1870	3740	5610	7480
Lab Teaching	1655	--	--	--

Ceiling (4)

	1cr	2cr	3cr	4cr (3)
Instructor	1190	2380	3570	4760
Asst. Professor	1430	2860	4290	5720
Assoc. Professor	1770	3540	5310	7080
Full Professor	2550	5100	7650	10,200

---

1. Rate applies to regular or part-time faculty teaching at his/her regular campus location or workplace or location within 50 miles round trip between instructor residence and course location. Add $100 if instructor travels 51-100 miles round trip between instructor residence and course location; add $200 if instructor travels more than 100 miles round trip between residence and course location. Incremental payment for instruction at distant locations is based on extra commuting time incurred for such instruction.

2. Any additional reimbursement for travel must be arranged in advance through the unit funding the overload.

3. Applies only if one instructor is teaching both lecture and laboratory of a 4-credit course. If laboratory is taught by different instructor, the lecturer receives the 3-credit course rate and the laboratory instructor the 1-credit rate.

4. Ceilings will be recomputed based upon actual 2006-2007 and 2007-2008 average salaries by rank (excluding instructors) no later than January 20 of each respective year.

Credit Course Instruction in External Studies Courses
(Continuing Education Only)

3-Credit Courses

Effective September 1, 2005

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

	Per Student	Flat Rate Per Course		
	Fewer Than 5 Students	5-12 Students	13-18 Students	19-24 Students
Full Professor	$182 per student	$1860	$2785	$3695
Assoc. Professor	$179 per student	$1610	$2420	$3220
Asst. Professor	$176 per student	$1400	$2110	$2810
Instructor	$170 per student	$1190	$1790	$2380

Effective September 1, 2006

	Per Student	Flat Rate Per Course		
	Fewer Than 5 Students	5-12 Students	13-18 Students	19-24 Students
Full Professor	$190 per student	$1935	$2895	$3845
Assoc. Professor	$186 per student	$1675	$2520	$3350
Asst. Professor	$183 per student	$1455	$2195	$2920
Instructor	$177 per student	$1240	$1860	$2475

Effective September 1, 2007

	Per Student	Flat Rate Per Course		
	Fewer Than 5 Students	5-12 Students	13-18 Students	19-24 Students
Full Professor	$200 per student	$2020	$3020	$4010
Assoc. Professor	$195 per student	$1745	$2630	$3490
Asst. Professor	$190 per student	$1570	$2290	$3045
Instructor	$185per student	$1295	$1940	$2580

FOCUS/Distance Learning Payment Rates

Effective September 1, 2005

RANK	Rate (per Student per Credit Hour)
FULL PROFESSOR	69
ASSOCIATE PROFESSOR	65
ASSISTANT PROFESSOR	61
INSTRUCTOR	58

Effective September 1, 2006

RANK	Rate (per Student per Credit Hour)
FULL PROFESSOR	72
ASSOCIATE PROFESSOR	68
ASSISTANT PROFESSOR	63
INSTRUCTOR	60

Effective September 1, 2007

RANK	Rate (per Student per Credit Hour)
FULL PROFESSOR	75
ASSOCIATE PROFESSOR	71
ASSISTANT PROFESSOR	66
INSTRUCTOR	63