

aaup-ud

Bargaining Update

Bargaining Update, 2/13/26

The AAUP-UD's and the administration's bargaining teams have met four times since negotiations began in November. We have agreed on a few items that could be characterized as housekeeping edits or clarification of current collective bargaining agreement (CBA) language. We have remained further apart in our more substantive proposals, several of which are described below.

As a reminder, the two bargaining teams consist of the following people:

AAUP-UD Team: Deni Galileo, Professor of Biological Sciences & Chief Negotiator; Lance Geren, Outside Counsel; Ken Barner, Professor, Electrical Engineering; Anu Sivaraman, Associate Professor, Business Administration (Marketing); Vickie Fedele, Associate Professor, English and Women & Gender Studies, Associate in Arts Program.

Administration Team: Bob Nagle, Outside Counsel; Dalinda Carrero-Papi, Sr. Director, Employee & Labor Relations; Dana Veron, Associate Provost for Faculty Development; Pam Norris, Dean, College of Engineering; Jacob Bowman, Associate Dean of Research, College of Agriculture & Natural Resources; Chad Gasta, Associate Dean for Undergraduate Academic Affairs, College of Arts & Sciences; John Crouser, Manager, Employee & Labor Relations; and Amy Shultz, Manager, IT PMO.

An additional note: at the January 29 bargaining meeting, the administration's bargaining team shared the names of its steering committee members. These members include Bill Farquhar, Interim Provost; Wendy Buckingham, Associate General Counsel; Melissa Bard, Vice President and Chief Human Resources Officer; Oliver Yao, Dean of Lerner College; and Kimberly Blockett, Chair of Africana Studies.

The Administration's Proposals to the AAUP-UD

1) To revise Article 2.2 (Academic Freedom) of the CBA:

The administration proposed to rewrite the majority of the CBA's section on academic freedom. During negotiations for the previous contract, AAUP-UD successfully bargained for broadened freedom; the administration's current proposal would substantially narrow it. First, the administration's proposal indicates that faculty have academic freedom in the classroom but "should be careful not to introduce into their teaching, matters that have no relation to their subject matter." The proposal does not indicate who would judge whether a faculty member's speech was "related" to their subject. Second, the administration's proposal includes language qualifying faculty being able to pursue topics of their choice in research/creative work, such that this freedom would be "subject to the adequate performance of [faculty's] other academic duties." Third, the administration adds the following to the list of academic responsibilities [presumably in speaking to the public]: "showing respect for the opinions of others." The administration does not define "showing respect"; nor does it provide information indicating who would determine whether a faculty member's public speech had been "respectful." Finally, the administration's proposal removes the language indicating that faculty have the "freedom to address any matter of institutional policy or action, whether or not as a member of any agency of institutional governance." In other words, the administration's proposal removes a specific protection allowing faculty—whether members of a senate or not—to criticize the administration. This proposed weakening of the faculty's current protections of academic freedom is particularly alarming in light of the [removal and delayed restoration of a website](#) that featured student research on Newark's history and the university's historical association with slavery-related issues. Keep in mind that if the administration's plan were to be accepted, then the

proposed restrictions would override any conflicting protections still enumerated in the Faculty Handbook.

The AAUP-UD Steering Committee unanimously rejected this proposal.

2) To revise Article 2.3 (Searches) of the CBA:

During negotiations for the previous contract, the AAUP-UD bargaining team successfully secured the inclusion of [Article 2.3 of the CBA](#). This section affords faculty members privacy rights by preventing the administration from routinely monitoring or unjustifiably searching their digital and physical workspaces. In addition, this section requires the administration to inform faculty of such searches before or after they occur, depending on the urgency and/or the legality of such circumstances. In the administration's revision of this proposal, all the specific protections afforded to faculty are removed; instead, the University's searches are limited only by "law and University policy." However, the law affords the University wide-ranging power to search its property, including faculty members' digital assets and office spaces. University policy affords more extensive protections, but they are enforced and remain in effect at the administration's discretion. It was the University's failure to follow its own policies in searching an AAUP-UD leader's Google Drive and shutting down his email access without explanation that led the AAUP-UD to propose the protections of Article 2.3 in the first place.

The AAUP-UD Steering Committee unanimously rejected this proposal. Moreover, the AAUP-UD team has presented a proposal to enhance faculty members' privacy protections related to video surveillance since UDPD chief Patrick Ogden stated in a Faculty Senate meeting last fall that UD uses over 1,300 video surveillance cameras on campus and that he wished UDPD were using facial recognition.

3) To revise Article 11.8 (Workload Assignment) of the CBA:

The administration proposed to give chairs the ability to assign winter session courses to faculty as part of their regular workload.

The AAUP-UD Steering Committee unanimously rejected this proposal. The committee indicated that teaching winter session courses should remain voluntary for bargaining unit faculty, many of whom use winter session to conduct research, lead study abroad programs, and prepare for future teaching assignments.

4) To revise Article 11.10 (Faculty Workload) of the CBA:

The administration proposed removing the requirement that chairs offer S-contracts to full-time faculty in their units before offering them to others (e.g., adjunct faculty).

The AAUP-UD Steering Committee unanimously rejected this proposal. The committee indicated that this proposal would increase UD's reliance on contingent instructors.

The AAUP-UD's Proposals to the Administration

1) To revise Article 5.6 of the CBA:

Under the provisions of the current contract, the administration is required to send printed copies of the CBA to all bargaining unit members at no cost. Because of past delays in the administration's fulfillment of this obligation, the AAUP-UD proposed adding a stipulation that the administration must send the printed CBA to current faculty within two months of its signature and to future faculty within one month of their appointment. The administration **countered** with a proposal that accepted these timelines but proposed to deliver the CBA only electronically. The AAUP-UD Steering Committee will **consider this counter-proposal**; however, the AAUP-UD already publishes contracts on our website almost immediately after they are signed.

2) To revise Article 9.7 of the CBA:

The AAUP-UD proposed to add language to this section of the CBA that would explicitly allow faculty members to use phased retirement time to count towards their required year of service after returning from a sabbatical

leave. We believe that the CBA already allows this; however, the administration has contested our interpretation. Regardless of whether or not the proposed language is added to the CBA, we believe that if the administration denies allowing phased retirement time to be used toward the required year of service after a sabbatical leave, then there would be adequate grounds for a grievance.

The administration rejected this proposal.

3) To revise Article 12.4 of the CBA:

The AAUP-UD proposed language that would require the administration to send annual salary letters to all bargaining unit faculty that include base salary, merit and structural raises, salary adjustments, and supplements for administrative or other work. Distribution of annual salary letters to faculty has been very erratic, with some faculty in some units not receiving them at all.

The administration **countered** with an offer to issue salary letters that include only base salary and merit/structural adjustments. The AAUP-UD Steering Committee will **consider this counter-proposal**.

4) To revise Article 12.6 of the CBA:

Typically, Continuing Track (CT) faculty receive incremental raises (equivalent to tenure-track promotional raises) based solely on a timeline—i.e., during their seventh and thirteenth years. This means that CT faculty who are successfully promoted prior to these benchmark years must wait until the specified time to receive compensation for their promotion. The AAUP-UD proposed to rectify this situation by allowing CT faculty to receive the promotional increment when they are promoted (if they are promoted) instead of having to wait until a later time.

The administration is **considering** this proposal.

5) To add a new section (Article 12.14) to the CBA:

The AAUP-UD proposed to eliminate the ability of administrators (from chairs on up) appointed on or after 7/1/26 to take the administrative portions of their salaries with them if/when they return to being bargaining unit faculty members within their home units. Although the administration has asserted in the past that this is common practice among universities, we have failed to find one other university that allows administrator salary retention as practiced by UD.

The administration **rejected** this proposal. The AAUP-UD likely will **revise and re-present** our proposal.

Thank you for taking the time to read this bargaining update. If you are not yet an AAUP-UD member, we strongly encourage you to join by clicking [here](#)—the more members we have, the greater our strength at the bargaining table.

If you have any questions about the bargaining process, please contact us at admin@aaupud.org.

Sincerely,

AAUP-UD