Collective Bargaining Agreement

Between

Suffolk Affiliated Faculty/
American Association of University Professors
Collective Bargaining Congress

September 1, 2009 – June 30, 2014
<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>TITLE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>PREAMBLE</td>
<td>1</td>
</tr>
<tr>
<td>1</td>
<td>RECOGNITION</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>UNION SECURITY AND CHECKOFF</td>
<td>1</td>
</tr>
<tr>
<td>3</td>
<td>GENERAL PROVISIONS AND DEFINITIONS</td>
<td>3</td>
</tr>
<tr>
<td>4</td>
<td>ACADEMIC FREEDOM</td>
<td>4</td>
</tr>
<tr>
<td>5</td>
<td>UNION MEETING WITH DEANS</td>
<td>5</td>
</tr>
<tr>
<td>6</td>
<td>FACULTY RESPONSIBILITIES</td>
<td>5</td>
</tr>
<tr>
<td>7</td>
<td>APPOINTMENT</td>
<td>6</td>
</tr>
<tr>
<td>8</td>
<td>PERSONNEL FILES</td>
<td>7</td>
</tr>
<tr>
<td>9</td>
<td>DISCIPLINE</td>
<td>7</td>
</tr>
<tr>
<td>10</td>
<td>WORKLOAD</td>
<td>8</td>
</tr>
<tr>
<td>11</td>
<td>PROMOTION</td>
<td>8</td>
</tr>
<tr>
<td>12</td>
<td>DEPARTMENT COMMITTEES</td>
<td>9</td>
</tr>
<tr>
<td>13</td>
<td>GRIEVANCE PROCEDURE AND ARBITRATION</td>
<td>9</td>
</tr>
<tr>
<td>14</td>
<td>COMPENSATION</td>
<td>12</td>
</tr>
<tr>
<td>15</td>
<td>MEDICAL AND DENTAL INSURANCE</td>
<td>14</td>
</tr>
<tr>
<td>16</td>
<td>403(B) PLAN</td>
<td>16</td>
</tr>
<tr>
<td>17</td>
<td>NO STRIKE/NO LOCKOUT</td>
<td>16</td>
</tr>
<tr>
<td>18</td>
<td>NON-DISCRIMINATION</td>
<td>18</td>
</tr>
<tr>
<td>19</td>
<td>MISCELLANEOUS</td>
<td>18</td>
</tr>
<tr>
<td>20</td>
<td>PAST PRACTICES</td>
<td>19</td>
</tr>
<tr>
<td>21</td>
<td>BARGAINING AGENTS RIGHTS</td>
<td>19</td>
</tr>
</tbody>
</table>
22 MANAGEMENT RIGHTS

23 WAIVER OF RIGHTS

24 SEPARABILITY

25 DURATION OF AGREEMENT

MEMORANDUM OF UNDERSTANDING
PREAMBLE

1. The purpose of this Agreement, entered into this 1st day of July, 2009, by and between Suffolk University (herein referred to as the “University”) and the Suffolk Affiliated Faculty/American Association of University Professors, Collective Bargaining Congress (herein referred to as the “Union”), is to set forth wages, hours, terms and conditions of employment for the bargaining unit set forth below at Article 1.

2. This Preamble is not subject to the provisions of Article 13, Grievance Procedure and Arbitration.

ARTICLE 1

RECOGNITION

1. The University recognizes the Union as the exclusive bargaining representative of the unit certified by the National Labor Relations Board in Case No. 1-RC-21965 as set forth below:

   All adjunct faculty employed by the University at the Boston campus, the North Andover, Massachusetts location, the West Barnstable, Massachusetts location, and the Franklin, Massachusetts location, but excluding all other employees, students, adjunct faculty who are otherwise employed by the University as administrators or staff, full-time faculty, law school faculty, department chairs, tutors, laboratory instructors, guards and supervisors as defined in the Act.

2. This Article or any provision thereof are not subject to the provisions of Article 13, Grievance Procedure and Arbitration.

ARTICLE 2

UNION SECURITY AND CHECKOFF

Section A - Maintenance of Membership

1. Each lecturer, as defined in Article 3, may elect to be or not to be a member of the Union. Each lecturer who voluntarily becomes a member of the Union will, as a condition of employment, remain a member for the duration of this Agreement. The Union will represent all unit faculty members regardless of the faculty member’s membership or lack of membership in the Union. No faculty member will be discriminated against by the Union or the University because of the faculty member’s voluntary choice to be or not to be a member of the Union.
2. A lecturer who elects to become a member of the Union shall either 1) provide the University with written authorization to deduct membership dues in accordance with paragraph 3 below, or 2) make alternate arrangements with the Union to pay the membership dues.

3. The University agrees that it will deduct Union membership dues for the semester in an amount established and certified in writing by the Union’s Treasurer to the University’s Director of Human Resources no later than December 1 for the Fall Semester and April 1 for the Spring Semester from the wages of each faculty member who executes a written authorization to make such deductions. Deductions for the Fall Semester will be made from the faculty member’s wages for the pay period of December and for the Spring Semester will be made from the faculty member’s wages for the pay period of April. The University will forward to the Union the withheld funds within fifteen (15) business days of the date on which the funds were withheld.

4. The Union agrees that it will not change the amounts certified by it on April 1 until December 1 of the same year and that it will not change the amounts certified by it on December 1 until April 1 of the next year.

5. Any authorization to withhold membership dues from the wages of a faculty member shall terminate and such withholding shall cease only upon the happening of any of the following events: (a) separation from employment for two (2) or more consecutive semesters, or (b) written notice by the faculty member to the University’s Director of Human Resources of cancellation of the authorization, or (c) the expiration of this Agreement.

6. The University will be under no obligation to make any deduction if the faculty member’s wages, after other deductions required by law or authorized by the faculty member, are less than the amount subject to checkoff. In such an event, it will be the responsibility of the Union to collect its dues for that semester directly from the faculty member.

7. A lecturer will not be reappointed by the University upon written request by the Union so long as the faculty member has not tendered his/her membership dues.

Section B - Agency Shop

1. a. If the Union establishes on or before December 1 of any year this Agreement is in effect that at least 55% of the unit members, as set forth at Article 1, are members in good standing of the Union with all financial obligations paid, this Section B will apply, replacing Section A.

b. The 55% status will be demonstrated by a comparison of the list of unit faculty members who are employed as of December 1 with the official records of dues paying members in good standing of the Union as of December 1. This comparison will be done by a representative of the Federal Mediation and Conciliation Service who will certify the results in writing to both the University and the Union.
2. If 55% status is achieved, each unit faculty member employed as of December 1 and each unit faculty member hired after December 1, as a condition of employment, will either become a member of the Union or, in the alternative, will pay to the Union as an agency fee an amount of money determined by the Union. Such obligation will not commence until after thirty-one (31) days of employment or until thirty-one (31) days after the effective date of this provision, whichever occurs later.

3. A lecturer shall either (1) provide the University with written authorization to deduct membership dues or agency fees in accordance with paragraph 4 below, or (2) make alternate arrangements with the Union to pay the membership dues or agency fees.

4. The University agrees that it will deduct Union membership dues or agency fees for the semester in an amount established and certified in writing by the Union’s Treasurer to the University’s Director of Human Resources no later than December 1 for the Fall Semester and April 1 for the Spring Semester from the wages of each faculty member who executes a written authorization to make such deductions. Deductions for the Fall Semester will be made from the faculty member’s wages for the pay period of December and for the Spring Semester will be made from the faculty member’s wages for the pay period of April. The University will forward to the Union the withheld funds within fifteen (15) business days of the date on which the funds were withheld.

5. The Union agrees that it will not change the amounts certified by it on April 1 until December 1 of the same year and that it will not change the amounts certified by it on December 1 until April 1 of the next year.

6. Any authorization to withhold membership dues from the wages of a faculty member shall terminate and such withholding shall cease only upon the happening of any of the following events: (a) separation from employment for two (2) or more consecutive semesters, or (b) written notice by the faculty member to the University’s Director of Human Resources of cancellation of the authorization, or (c) the expiration of this Agreement.

7. The University will be under no obligation to make any deduction if the faculty member’s wages, after other deductions required by law or authorized by the faculty member, are less than the amount subject to checkoff. In such an event, it will be the responsibility of the Union to collect its membership dues and fees for that semester directly from the faculty member.

8. A lecturer will not be reappointed by the University upon written request by the Union so long as the faculty member has not tendered his/her membership dues or agency fees.

ARTICLE 3
GENERAL PROVISIONS AND DEFINITIONS

1. Business Day: The term “business day” as used in this Agreement is a day, Monday through Friday, on which the University’s administrative offices are open even if academic classes are not in session. In this Agreement, a day is a business day unless it is specifically referred to as an Academic Day.
2. Academic Day: The term “academic day” as used in this Agreement is a day on which classes are in session. In this Agreement, a day is an academic day only if it is specifically referred to as such.

3. Academic Year: The term “academic year” as used in this Agreement shall consist of two semesters referred to as the “Fall Semester” and the “Spring Semester” as determined by the University.

4. Minimum Terms: The University, in its sole discretion, may employ a lecturer upon any wages, hours, terms and conditions of employment which the University determines appropriate so long as such wages, hours, terms and conditions of employment are not less favorable than those set forth in this Agreement. The granting or not granting to a lecturer of wages, hours, terms and conditions of employment which are more favorable than those set forth in this Agreement is at the sole discretion of the University and shall not be subject to the provisions of Article 13, Grievance Procedure and Arbitration.

5. Notice: Notice to a lecturer is accomplished by mailing said notice by first class mail to the lecturer’s address on file in the office of the lecturer’s Dean.

6. The term “lecturer” or “faculty member(s)” means an adjunct faculty member(s) in the unit set forth at Article 1, unless specifically stated otherwise.

7. The term “party” means the University or the Union individually.

8. The term “parties” means the University and the Union collectively.

9. The Union will indemnify and hold harmless the University, its trustees, officers, agents and employees, against any and all suits, claims, demands, proceedings or other liabilities (1) for damage to property or injury to any persons caused by the Union or its agents, representatives, employees or members acting not in a capacity as employees of the University, or (2) that may arise out of any action taken by the University for the purpose of complying with this Agreement. The University shall undertake the defense of such claims and all expenses thereof, including legal fees, shall be paid by the Union.

ARTICLE 4

ACADEMIC FREEDOM

1. A lecturer is entitled to academic freedom in the classroom to teach effectively his/her subject consistent with the academic requirements of the University. In addition, he/she may present in his/her teaching various scholarly views as long as those views are related and relevant to the subject being taught.

2. A lecturer is a citizen, a member of a learned profession, and an employee of an educational institution, the University. When a lecturer communicates in any manner, he/she is required to make a good faith effort to be accurate, to be responsible in exercising appropriate restraint, to show respect for the opinion of others, and to make no claim to represent the views of the University.
3. This Article or any provision thereof are not subject to the provisions of Article 13, Grievance Procedure and Arbitration. However, a lecturer who believes he/she was disciplined in violation of his/her academic freedom can file a grievance under Article 9, Discipline.

ARTICLE 5

UNION MEETING WITH DEANS

1. During the month of November and during the month of April of each academic year, the Dean of the College of Arts and Sciences, together with designated personnel, will meet with the President and Vice President, or designated alternates, of the Union, if requested by the Union, at a mutually convenient time to discuss matters of interest to the lecturers. Two weeks prior to the scheduled meeting, the President of the Union will provide to the Dean a list of the topics to be discussed.

2. During the month of November and during the month of April of each academic year, the Dean of the Sawyer School of Business, together with designated personnel, will meet with the President and Vice President, or designated alternates, of the Union, if requested by the Union, at a mutually convenient time to discuss matters of interest to the lecturers. Two weeks prior to the scheduled meeting, the President of the Union will provide to the Dean a list of the topics to be discussed.

ARTICLE 6

FACULTY RESPONSIBILITIES

1. A lecturer shall meet each class at the scheduled time and place as set forth by the University. However, a class may be cancelled for an alternate learning activity, such as a field trip, individual student conferences with the lecturer, or other pedagogical activity so long as such alternate learning activity is approved by the lecturer’s Department Chair. A lecturer is required to notify, in advance if possible, the Department Chair or designee in writing if unable to teach a class, and, whenever possible, shall make arrangements to make up the missed class or mutually arrange with his/her Department Chair for a suitable substitute to cover the class that will be missed.

2. A lecturer shall not give final examinations during regularly scheduled classes. A lecturer may not change the date of the final examination without the prior written approval of the Department Chair, the Dean and the Registrar.

3. A lecturer shall provide, upon request, to the Department Chair an up-to-date curriculum vita.

4. A lecturer shall adhere to the policies and practices of the University, the College/School, and department in which the lecturer teaches so long as said policies and practices are not contrary to this Agreement.
ARTICLE 7

APPOINTMENT

1. A lecturer shall receive an appointment for one semester. A lecturer is not guaranteed appointment for any subsequent semester(s), except as set forth in paragraph 5 below. The decision by the University not to appoint a lecturer for any subsequent semester(s), except as set forth in paragraph 5 below, is not subject to Article 13, Grievance Procedure and Arbitration.

2. A unit faculty member in the College of Arts and Sciences normally will be employed initially at the rank of lecturer.

3. A unit faculty member in the Sawyer School of Business will be employed at the rank of lecturer.

4. During the preceding month of May, a lecturer at the rank of Senior Lecturer in the College of Arts and Sciences or a Lecturer in the Sawyer School of Business may submit in writing to the Department Chair a request to receive an appointment to teach at least one course for two consecutive semesters as of the next Fall Semester. If requested, the University, in its discretion, may or may not appoint the faculty member for two consecutive semesters. The decision by the University not to appoint the faculty member for two consecutive semesters is not subject to Article 13, Grievance Procedure and Arbitration.

5. During the preceding month of May, a lecturer at the rank of Senior Lecturer in the College of Arts and Sciences or a Lecturer in the Sawyer School of Business may submit in writing to the Department Chair a request to receive an appointment to teach at least one course for two consecutive semesters as of the next Fall Semester. If requested, the University will appoint the faculty member to teach at least one course, which the faculty member is qualified to teach, for two consecutive semesters if that faculty member has completed six consecutive semesters since achieving the rank of Senior Lecturer in the College of Arts and Sciences or Lecturer in the Sawyer School of Business.

6. A lecturer who has received written notification of appointment and assigned a course of three or greater credits for the upcoming semester but that assigned course is cancelled by the University will be recognized as having been employed and teaching that course for the purpose of counting consecutive semesters under this Article.

7. If the University decides to appoint a lecturer, the lecturer normally shall receive written notification of appointment by August 15 for the Fall Semester and by December 15 for the Spring Semester. The lecturer must accept the appointment in writing not later than ten business days after the date of the written notice of appointment; otherwise the appointment shall be deemed to be rejected.

8. The appointment of a lecturer is not final until the written acceptance by the lecturer of the University’s written appointment is timely received by the University.
ARTICLE 8

PERSONNEL FILES

1. Each Dean’s Office will maintain a personnel file for each lecturer. The file includes a resumé and/or application, contracts and other information pertaining to the lecturer’s qualifications, job performance, and compensation. These personnel files will be maintained for at least three years after the Lecturer leaves the employ of the University.

2. A lecturer must keep an up-to-date residential address and telephone number on file in the Dean’s Office.

3. A lecturer may review his/her personnel file in a timely manner after a written request to the Dean’s Office. The review must take place in the Dean’s Office during normal working hours.

4. A lecturer may obtain a copy of his/her personnel file in a timely manner after a written request to the Dean’s Office.

5. If a lecturer has a disagreement with any information contained in the personnel file, removal or correction of such information may be mutually agreed upon by the Dean and the lecturer. If a mutually satisfactory resolution is not reached, the lecturer may submit a written statement explaining his/her position. This statement will become part of the lecturer’s personnel file.

6. A lecturer’s review of his/her personnel file does not extend to pre-employment information such as letters of reference, recommendations, or notes of reference check responses.

7. A personnel file will not be provided to a prospective employer outside the University without a written request by the lecturer.

ARTICLE 9

DISCIPLINE

1. The University may not discipline nor terminate a lecturer except for just cause.

2. The severity of the offense will be taken into account when discipline is imposed.

3. Discipline or termination shall be subject to the provisions of Article 13, Grievance Procedures and Arbitration.

4. The University’s decision not to appoint a lecturer is not termination. Termination is the involuntary separation from employment of a lecturer during the term of an appointment for reasons other than for layoff.

5. A lecturer may request the presence of a Union representative at any meeting that might result in the discipline of that lecturer. The lecturer may request the postponement of any
such meeting until a Union representative can be present, but such postponement cannot exceed four (4) academic days.

ARTICLE 10

WORKLOAD

1. The University, in its sole discretion, will determine what courses and how many courses, up to a maximum of two courses of three or more credits, in each of the Fall Semester or Spring Semester which a lecturer may teach in the College of Arts and Sciences and the Sawyer School of Business, individually or collectively.

2. The University, in its sole discretion, will determine what courses and how many courses, up to a maximum of two courses of three or more credits, in each of the Summer Sessions which a lecturer may teach in the College of Arts and Sciences and the Sawyer School of Business, individually or collectively.

3. The University, in its sole discretion, may assign an additional course of three or more credits in the Fall Semester or Spring Semester to a lecturer only if the lecturer consents.

4. The University, in its sole discretion, may assign an additional course of three or more credits in each of the Summer Sessions to a lecturer only if the lecturer consents.

5. The University, in its sole discretion, may assign responsibilities outside the duties of the adjunct faculty unit (such as teaching assignments of 0-2 credits, teaching in the Archer and Griffin Fellows programs, teaching orientation programs, teaching SU-101, laboratory instruction, tutoring instruction, and administrative responsibilities) in the Fall Semester or Spring Semester to a lecturer only if the lecturer consents.

ARTICLE 11

PROMOTION

1. A lecturer employed and teaching in the College of Arts and Sciences as of the end of Spring 2009 Semester for fewer than twelve consecutive semesters at the rank of Lecturer I, Lecturer II, Senior Lecturer I and Senior Lecturer II will have the rank of lecturer as of September 1, 2009.

2. A lecturer employed and teaching in the College of Arts and Sciences as of the end of Spring 2009 Semester for twelve or more consecutive semesters at the rank of Lecturer I, Lecturer II, Senior Lecturer I and Senior Lecturer II will have the rank of Senior Lecturer as of September 1, 2009.

3. A lecturer employed and teaching in the College of Arts and Sciences as of the Spring 2009 Semester at the rank of Master Lecturer I or Master Lecturer II will have the rank of Senior Lecturer.
4. A lecturer employed and teaching in the College of Arts and Sciences on or after September 1, 2009 at the rank of Lecturer will be promoted to the rank of Senior Lecturer as of the semester after being employed and teaching for ten consecutive semesters after September 1, 2009.

5. On or after September 1, 2009, if a lecturer in the College of Arts and Sciences has received written notification of appointment and been assigned a course of three or more credits for the upcoming semester and that assigned course is cancelled by the University, that faculty member will be recognized as having been employed and teaching that course for the purpose of counting consecutive semesters under this Article.

ARTICLE 12
DEPARTMENT COMMITTEES

1. When a Department Chair creates a faculty committee (“Committee”) on a subject not related to personnel matters/issues, the Department Chair may appoint one or more lecturer(s) to serve on the Committee.

2. The lecturer(s) so appointed may decline to be a member of the Committee.

3. The lecturer(s) who serves on a Committee will be paid $250.00 per semester. Payment will be made with the final paycheck of the semester.

ARTICLE 13
GRIEVANCE PROCEDURE AND ARBITRATION

The term grievance is defined as any written claim by the Union or a lecturer that there has been a violation, misinterpretation, or misapplication of a specific term of this Agreement, which is subject to this Article.

Informal Procedures

The parties acknowledge that it is usually most desirable for a lecturer and his/her Department Chair to resolve problems through free and informal communications. If, however, the informal process fails to satisfy the lecturer, a grievance may be processed in accordance with this Article.
Formal Procedures

Step 1: The lecturer or the Union shall present the grievance in writing to the Dean of the College in which the lecturer is employed. The grievance shall state the facts upon which the grievance is based, the provision(s) of this Agreement relevant to the grievance, an explanation as to how the facts result in a violation, misinterpretation or misapplication of the relevant provision(s), and the requested remedy. Said grievance shall be submitted not later than twenty (20) business days following the action complained of. The Dean or designee will arrange for a meeting to take place at a mutually convenient time not later than fifteen (15) business days after actual receipt of the grievance to discuss and attempt to resolve the grievance with the lecturer and his or her Union representative. Not later than ten (10) business days after the meeting, the lecturer and the Union will be provided with the Dean’s or the designee’s written response. If a written response is not provided in a timely manner, the grievance will be deemed denied and may be moved to the next step.

Step 2: If the grievance is not resolved at Step 1, then the lecturer or the Union must refer the grievance in writing to the Provost not later than ten (10) business days after receipt of the Step 1 response, otherwise the result at the end of Step 1 is final. The Provost or designee will arrange for a meeting with the lecturer and his or her Union representative to take place at a mutually convenient time not later than fifteen (15) business days of receipt of the appeal. Not later than ten (10) business days after the meeting, the lecturer and the Union will be provided with the Provost’s or designee’s written response. If a written response is not provided in a timely manner, the grievance will be deemed denied and may be moved to the next step.

Step 3: If the grievance is not resolved at Step 2, the Union must submit a written demand for arbitration to the American Arbitration Association, with a copy to the Provost, not later than twenty (20) business days of the receipt of the Step 2 response, otherwise the result at the end of Step 2 is final. The American Arbitration Association will act as the administrator of the proceedings and the arbitrator shall be selected in accordance with its procedures. However, within the twenty (20) day period, the parties may agree not to use the services of the American Arbitration Association and may select a mutually acceptable Arbitrator.

General Provisions

1. The Arbitrator will base his or her decision solely upon the specific terms of this Agreement applied to the facts presented at the arbitration hearing. The Arbitrator will have no power to alter, amend, modify or add to the terms of this Agreement or to render an award in conflict with this Agreement. The Arbitrator has no power to write any new clause, change an existing clause or to write a new agreement, nor shall the Arbitrator establish wage scales, or change any wages or rates of pay. The Arbitrator shall have no power to pass on any subject not specifically provided for in this Agreement or any function that belongs to the University or its designated management.

2. Each party will bear the full costs of its representation. The cost of the Arbitrator, the American Arbitration Association and any other mutually agreed upon costs related to the arbitration will be divided equally between the parties. If either party requests a transcript of the proceedings, that party will bear full costs for that transcript and may provide a copy of the
transcript to the Arbitrator. If both parties order a transcript, the cost of the transcript, including the copy for the Arbitrator, will be divided equally between the University and the Union.

3. When the lecturer requests to be represented by the Union, the Union has the right to participate in the processing of the grievance at any step. No lecturer will be required to discuss any grievance if a Union representative is not present.

4. Only the Union can decide to take a grievance to arbitration.

5. A grievance may be withdrawn at any level without establishing a precedent and, if withdrawn, will be treated as though never having been filed.

6. Time limits designated in this Article for processing grievances and for bringing a matter to arbitration may only be extended by mutual written consent between the parties and cannot be extended by an arbitrator. Failure of the lecturer or the Union to comply with any time limitation will render the grievance untimely, the grievance will be deemed denied, and the grievance will not be processed.

7. No reprisals will be taken for the processing of or participation in any grievance or arbitration.

8. By written mutual agreement of the Union and the University, any step of the grievance procedure may be bypassed.

9. A grievance relating to a violation of the No Strike/No Lockout provisions of the Agreement will be processed as provided for at Article 17 of the Agreement.

10. A lecturer who plans to attend the arbitration hearing on behalf of the Union will be permitted to attend so long as he/she informs his/her Department Chair in writing at least five (5) business days in advance of such absence and follows the departmental practice for dealing with a missed class as set forth at Article 6, Faculty Responsibilities.

11. Multiple or related grievances will not be resolved in the same arbitration hearing unless mutually agreed to in writing by the University and the Union.

12. The University and the Union jointly acknowledge the right of any lecturer to discuss individual problems directly with the University to work out the resolution of such problems so long as the resolution is consistent with the terms of this Agreement.
ARTICLE 14
COMPENSATION

1. The minimum payment per course will be as set forth below:

**College of Arts and Sciences**

For the period September 1, 2009 to August 31, 2010:

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<th>Rank</th>
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For the period September 1, 2010 to August 31, 2011:

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For the period September 1, 2011 to August 31, 2012.

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For the period September 1, 2012 to August 31, 2013.

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<tr>
<td>Senior Lecturer</td>
<td>$5,891</td>
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Cape Cod/Dean Campuses $6,891 $7,401

For the period September 1, 2013 to August 31, 2014.

<table>
<thead>
<tr>
<th>Rank</th>
<th>3 Credits</th>
<th>4 Credits</th>
<th>Studio</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lecturer</td>
<td>$4,949</td>
<td>$5,477</td>
<td>$7,299</td>
</tr>
<tr>
<td>Senior Lecturer</td>
<td>$6,097</td>
<td>$6,625</td>
<td>$8,662</td>
</tr>
<tr>
<td>Cape Cod/Dean Campuses</td>
<td>$7,097</td>
<td>$7,625</td>
<td></td>
</tr>
</tbody>
</table>

Sawyer School of Business

For the period September 1, 2009 to August 31, 2010.

<table>
<thead>
<tr>
<th>Rank</th>
<th>3 Credits</th>
<th>On Line¹</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lecturer</td>
<td>$4,313</td>
<td>$711 per student (Max. 10)</td>
</tr>
</tbody>
</table>

For the period September 1, 2010 to August 31, 2011.

<table>
<thead>
<tr>
<th>Rank</th>
<th>3 Credits</th>
<th>On Line</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lecturer</td>
<td>$4,464</td>
<td>$736 per student (Max. 10)</td>
</tr>
</tbody>
</table>

For the period September 1, 2011 to August 31, 2012.

<table>
<thead>
<tr>
<th>Rank</th>
<th>3 Credits</th>
<th>On Line</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lecturer</td>
<td>$4,620</td>
<td>$762 per student (Max. 10)</td>
</tr>
</tbody>
</table>

For the period September 1, 2012 to August 31, 2013.

<table>
<thead>
<tr>
<th>Rank</th>
<th>3 Credits</th>
<th>On Line</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lecturer</td>
<td>$4,782</td>
<td>$788 per student (Max. 10)</td>
</tr>
</tbody>
</table>

¹ The maximum number of students is 10 for compensation but not for enrollment.
For the period September 1, 2013 to August 31, 2014

<table>
<thead>
<tr>
<th>Rank</th>
<th>3 Credits</th>
<th>On Line</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lecturer</td>
<td>$4,949</td>
<td>$816 per student (Max. 10)</td>
</tr>
</tbody>
</table>

2. The University, in its discretion, may employ a lecturer upon any terms or conditions of employment, including the amount of compensation to be paid, which the University determines appropriate so long as such terms and conditions of employment, including the amount of salary to be paid, are not less favorable than those set forth in this Agreement.

3. No faculty member shall suffer a decrease in his or her current salary because of the implementation of the above compensation schedule.

4. In the event a lecturer receives a bona fide written offer of employment from another institution of higher education, the University, in its discretion, may increase the rank and/or salary of the lecturer to any amount notwithstanding any provision of this Agreement. The effective date of the rank and/or salary increase, if any, will be as of the next semester. The decision of the University is not subject to the provisions of Article 13, Grievance Procedure and Arbitration.

5. If a lecturer is not able to teach due to reasons related to a health condition, the University will pay the lecturer for a period not to exceed the term of the semester as long as the absence is supported by medical evidence and the lecturer has signed and timely returned his/her notice of appointment as provided for at Article 7, Appointment.

6. Lecturers who teach a 4 credit course which requires 4 contact hours and that course was less than a 4 credit course in the 2006-2007 academic year will be paid their normal wage for that course plus an extra $1200.00 for that course.

ARTICLE 15

MEDICAL AND DENTAL INSURANCE

1. A lecturer may participate in the University sponsored medical and dental insurance as set forth below.

   a. Eligibility
1. A lecturer employed and teaching as of September, 2009 or any September thereafter is eligible for membership in the University-sponsored health and dental plans on the following January 1\textsuperscript{2} so long as

a. the lecturer has been employed and teaching two or more courses of 3 credits or more for ten or more consecutive semesters, and

b. the lecturer annually completes an affidavit certifying that the lecturer is not eligible for health and/or dental insurance through another employer or spouse’s employer or domestic partner’s employer, and

c. the lecturer has an appointment to teach two or more courses of 3 credits or more for the subsequent Spring semester.

b. Payments

1. The University will pay 65% of the cost of the individual medical and/or dental plans.

2. The lecturer will pay the balance of the cost for the individual plan, or the employee and spouse plan, or the employee and child plan, or the family plan as selected by the lecturer.

3. Because a lecturer’s contract, teaching and payment periods are intermittent, coverage periods will be elongated to provide coverage over the summer and premium payment periods will be consolidated within semester payroll periods to assure premiums are paid. Coverage and premium periods are set forth below.

<table>
<thead>
<tr>
<th>Semester</th>
<th>Payroll Period</th>
<th>Coverage Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Spring</td>
<td>February 1 - May 31 (Double deduct)</td>
<td>January 1 - August 30 (After year 1, coverage is effective January 1.)</td>
</tr>
<tr>
<td>Fall</td>
<td>September 1 - December 31</td>
<td>September 1 - December 31</td>
</tr>
</tbody>
</table>

\textsuperscript{2} For September 2009 only, the eligibility for membership in the health and dental plans will be September 2009, not January 1, 2010.
c. Continuation of Coverage

1. A covered lecturer who does not teach two courses in both the Fall Semester and Spring Semester will no longer be eligible for coverage other than under COBRA.

2. On or after September 1, 2009, if a lecturer who received written notification of appointment and been assigned a course of 3 or more credits for the upcoming semester and that assigned course is cancelled by the University, that lecturer will be recognized as having been employed and teaching that course for the purpose of counting consecutive semesters and number of courses under this Article.

3. The University, in its sole discretion, may change insurance carriers, insurance plans or the structure of the insurance plan.

4. Coverage under the medical and dental insurance plans is subject to the lecturer’s acceptance by the insurance carriers. Reasonable rules and regulations may be promulgated by the University to make effective the intent and the purpose of this Article. The University, the Union and the lecturers understand and agree that the medical and dental plans are insured plans and are subject to all terms, requirements, rules and restrictions that may be imposed by the insurance carriers or by the laws and regulations governing insurance carriers which are now or hereafter applicable. The University, the Union and the lecturers understand and agree that the rights of the Union or the lecturers are governed by the terms of the insurance plans and policies and not by this Agreement and that any right or claim of the Union or a lecturer under any plan or policy shall be enforced by the lecturer under the plan or policy and not under this Agreement nor under the provisions of Article 13, Grievance Procedure and Arbitration.

5. Any alleged violation by the University only of paragraphs 1 and 2 above is subject to the provisions of Article 13, Grievance Procedure and Arbitration.

ARTICLE 16

403(B) PLAN

The University offers participation in a 403(b) voluntary tax deferred annuity plan, which addresses elective salary deferral, to eligible employees, including lecturers, consistent with IRS rules and regulations.
ARTICLE 17

NO STRIKE/NO LOCKOUT

1. During the term of this Agreement, the University will not lock out lecturer(s).

2. During the term of this Agreement, the Union, its representatives, agents or members, will not cause, assist, encourage, participate in, condone, ratify or sanction, and lecturers will not take part in any leafleting, hand billing, picketing, strike, sympathy strike, work stoppage, sit-down, slow-down, curtailment of work, restriction of work or interference with work of the University for any reason, directly or indirectly, related to any labor issue at any location at the University or where the University is doing business. The Union will not cause, assist, encourage, condone, ratify or sanction lecturers to refuse, and no lecturers shall refuse, to cross any picket line established by any labor organization, including the Union, or group of individuals at the University’s premises or any premises where the University is doing business. The University has the right to discipline, suspend or discharge lecturers taking part in any violation of this Article. The University’s decision to discipline, suspend or discharge a lecturer under this Article shall not be subject to Article 13, Grievance Procedures and Arbitration, except as to the question of whether or not the lecturer(s) took part in such conduct.

3. Notwithstanding the provision of Article 13, Grievance Procedures and Arbitration, the University and/or Union shall be entitled to obtain immediate arbitration whenever a violation of this Article shall be alleged. In this event, notice shall be made in writing to the University or Union against whom a violation is alleged, and by telephone to the permanent arbitrators pursuant to Section 5 below. The Arbitrator shall hold a prompt hearing within forty-eight (48) hours after receipt of the notice and shall render a written award within twelve (12) hours after the hearing. In such case, the Arbitrator shall make findings of fact concerning the alleged violation, and if a violation shall be found to have occurred, he/she shall prescribe appropriate relief including an order requiring the Union or a lecturer or group of lecturers to desist from any violation of this Article, and/or an award for damages, including liquidated damages, for a breach of this Article, after the same or a subsequent hearing. In the event the Arbitrator enters an order to desist from any violations of this Article, it is agreed that he/she shall make as a part of his/her order a provision in his/her award to the effect that if he/she finds there is thereafter a continuing or future violation of this Article during the terms of this Agreement, it shall automatically be deemed to be subject to the desist order entered by the Arbitrator in such proceeding. The offended party may proceed forthwith to secure a court order to confirm and enforce said desist order.

4. Neither the University nor the Union shall institute any action or proceeding in a court of law or equity, state or federal, other than to compel arbitration or to correct, confirm, vacate, modify or secure enforcement of any award or decision of the Arbitrator. This provision shall be a complete defense to and also grounds for a stay of any action or proceeding instituted by any party or lecturer contrary to this Agreement.
5. Whenever a violation of this Article shall be alleged, notification by telephone shall be made by the party claiming a violation to each of the Arbitrators on said panel in turn until one is found to be immediately available to hear and decide the case in accordance with the provisions of this Article of the Agreement. The parties have agreed upon the following Arbitrators:

1. Roberta Golick
2. Mark Irvings
3. Robert O’Brien

The costs of the arbitration shall be shared equally by the University and the Union.

ARTICLE 18

NON-DISCRIMINATION

1. The University and the Union do not discriminate on the basis of race, color, national origin, religion, sex, age, disability, sexual orientation, gender identity, gender expression, Vietnam-era or disabled-veteran status, genetic information, membership or lack of membership in the Union, except as provided in Article 2.

2. This Article or any provision thereof are not subject to the provisions of Article 13, Grievance Procedure and Arbitration.

3. Any lecturer who believes that he/she has been discriminated against may seek redress at the appropriate state and/or federal agency and/or court.

ARTICLE 19

MISCELLANEOUS

1. For purposes of official notice under this Agreement, the following applies:

UNIVERSITY

Ms. Judith Minardi
Director of Human Resources
Suffolk University
8 Ashburton Place
Boston, MA 02108
617-573-8000
2. The University will provide a lecturer with a University identification card.

3. The University will list each lecturer in the faculty directory, if any, on the website of either the College of Arts and Sciences or Sawyer School of Business. These directories will be updated annually in October.

4. The University will arrange for the reproduction of 100 copies of this Agreement. The cost of said reproduction will be shared equally by the University and the Union. The University will distribute fifty copies of this Agreement to the Union.

5. The University will make this Agreement available on its website.

6. Lecturers at all times must maintain high standards of integrity in the conduct of their duties and support the mission of the University.

7. The University, in its discretion, may employ a lecturer upon any terms or conditions of employment, including compensation and hours which the University determines appropriate so long as such terms and conditions, including compensation and hours, are not less favorable than those set forth in this Agreement.

ARTICLE 20

PAST PRACTICES

All past practices end upon the effective date of this Agreement.

ARTICLE 21

BARGAINING AGENT’S RIGHTS

1. The University’s Director of Human Resources will provide the Union, by October 15 of each Fall Semester and by February 15 of each Spring Semester, the name, home address, telephone number on record, if any, and the payment for each course for each lecturer teaching that semester.

2. For the purpose of carrying out its official business, the Union may hold meetings solely with the lecturers in the unit described at Article 1, together with representatives of the
AAUP, to conduct official Union business on the University’s Boston Campus so long as such facilities are available and the Union complies with the rules, regulations and practices relating to the use of such facilities.

3. For the purpose of carrying out its official business, the Union may use the following University services and equipment, if available: departmental lecturer mailboxes; on-campus mail; local and toll telephone services; copying equipment; and the regular United States Postal Service mail.

4. When using toll telephone services, copying equipment, and the regular United States Postal Service mail, the Union will use appropriate account/code numbers assigned to it by the University in order to account for the charges.

5. The Union will be responsible to pay the charges recorded under the account/code numbers assigned to the Union, plus a 15% overhead fee. The College will deduct the total amount owed from collected checkoff funds prior to submitting checkoff funds to the Union. In the event that there are insufficient checkoff funds to pay the total amount owed to the University, the University will send a bill to the Union which is to be paid by the Union not later than ten calendar days after receipt of the bill by the Union. In the event that the bill is not paid by the Union within the ten calendar day period, the Union will not be permitted to use the toll telephone service, copying equipment, and the regular United States Postal Service mail until full payment of any outstanding balance is made to the University.

6. The Union may post official Union notices on designated University bulletin boards in the Sawyer Building, Donahue Building, Fenton Building, and the Archer Building.

   (a) The Union must be clearly identified on the face of any posted material. The Union is solely responsible for all costs associated with any posting. Posted material must display clearly the date of posting by the Union and posted material must be removed by the Union no later than twenty-one calendar days after posting.

   (b) A copy of the posted material will be provided by the Union to the University’s Director of Human Resources at or before the time of posting.

   (c) Any material not posted in accordance with this Article may be removed by the University.

7. If the Union chooses to avail itself of University facilities, equipment or services, the Union shall hold the University harmless for any alleged failure or unavailability of such facilities, equipment or service. Furthermore, the Union will not file a grievance under this Agreement alleging that the failure or unavailability of such facilities, equipment or services interfered with or adversely affected the carrying out of Union business.
8. In carrying out official Union business or in its use of University facilities, equipment or services, the Union will not interrupt or interfere with the duties of the lecturers or the operations of the University.

9. The Union will indemnify and hold harmless the University, its trustees, officers, agents and employees, against any and all suits, claims, demands, proceedings or other liabilities for damages or penalties that may arise out of any action that might be taken or is taken by the University for the purpose of complying with this Article. The University shall undertake the defense of such claims and all expenses thereof, including legal fees, shall be paid by the Union.

ARTICLE 22

MANAGEMENT RIGHTS

1. All management rights, powers, authority, responsibilities and functions, whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise, are retained and vested exclusively in the University unless modified by a specific provision of this Agreement.

2. Without limiting the generality of the above, the University has the right to the full and exclusive control, management, operation and direction of its business and affairs in carrying out its educational mission, including, but not limited to, the determination of its education mission, its academic policies, its activities, its business and its location. The University has the right to establish academic policy; to establish, restructure or discontinue academic units, programs and specific courses; to determine the number and qualifications of lecturers; to appoint, reappoint, terminate, evaluate or layoff lecturers; to establish standards, duties and workload for lecturers; to assign or reassign a lecturer’s academic assignments; to determine the number of students per class and student qualifications; to determine days and hours of operation; and otherwise to manage the University to attain its goal of excellence in teaching and scholarship unless modified by a specific provision of this Agreement.

3. If the full-time faculty votes or implements a particular policy or practice to be applicable to a Program, Department, School or College, or the University and the University accepts that policy or practice, the Union agrees that said policy or practice applies to the lecturers without any obligation for the University to bargain with the Union concerning the policy or practice and its implementation so long as said policy or practice is not contrary to this Agreement.

ARTICLE 23

WAIVER OF RIGHTS

The failure by either party to insist in any one situation upon performance of any of the terms or provisions of this Agreement shall not be considered as a waiver or relinquishment of the right of the University or the Union to future performance of any such term or provisions, and the obligation of the parties to such future performance shall continue.
ARTICLE 24

SEPARABILITY

The provisions of this Agreement are deemed to be separable to the extent that if and when a final judicial judgment determines any provision of this Agreement in its application between the University and the Union to be in conflict with any law or regulation, such decision shall not affect the validity of the remaining provisions of this Agreement, but such remaining provisions shall continue in full force and effect; provided, further, that in the event any provision or provisions are so declared to be in conflict with a law or regulation, both parties shall meet for the purpose of negotiating an agreement on the provision or provisions so invalidated.

ARTICLE 25

DURATION OF AGREEMENT

1. This Agreement shall be in full force and effect from September 1, 2009 through June 30, 2014, and shall continue from year to year thereafter unless written notice to terminate this Agreement is served by either party upon the other by certified mail, return receipt, and such notice is received at least sixty (60) calendar days prior to the date of expiration, in which event this Agreement shall terminate at midnight of June 30, 2014, unless renewed or extended by mutual written agreement signed by the parties.

2. If notice of termination is given as provided for, negotiations for a new Agreement shall begin within thirty (30) calendar days of the receipt of such notice but in no event earlier than ninety (90) calendar days prior to the expiration date of this Agreement.

FOR: SUFFOLK UNIVERSITY

David J. Sargent, President

FOR: SUFFOLK AFFILIATED FACULTY/ AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS, COLLECTIVE BARGAINING CONGRESS

Kenneth P. Martin, President

Marcy Holbrook

Robert Rosenfeld

Camille Weiss

Nina Allen
MEMORANDUM OF UNDERSTANDING

Suffolk University and the Suffolk Affiliated Faculty/American Association of University Professors, Collective Bargaining Congress agree that a faculty member employed and teaching as of the end of the Spring 2009 Semester at the rank of Senior Lecturer II will have the number of consecutive semesters taught, inclusive of that semester, carried over for the purpose of being eligible to be promoted to the rank of Senior Lecturer under Article 11, Promotion.

Suffolk University
Dated: July 1, 2009

Suffolk Affiliated Faculty/AACUP/CBC
Dated: July 1, 2009