

**Collective Bargaining Agreement**

**Between**

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

July 1, 2022 — August 31, 2025

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## **PREAMBLE**

1. The purpose of this Agreement, entered into this first day of July, 2022, 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 14, Grievance Procedure and Arbitration.

## **ARTICLE 1**

### **RECOGNITION**

1. Pursuant to the Certification of Representation issued by the National Labor Relations Board in Case No. 1-RC-21965, the University recognizes the Union as the exclusive bargaining representative of all part-time Lecturers, including ELI Lecturers, employed by the University at the Boston campus and the North Campus.

2. Excluded from the Union are all other employees, retirees, emeritus or research faculty, students, lecturers who are otherwise employed by the University as staff, law school adjunct lecturers, faculty with the rank of Professor, Associate Professor, Assistant Professor or Instructor or derivatives of such titles (e.g., "visiting," "senior" or "of practice"), lecturers assigned to one credit or non-credit classes (except for those classes taught by ELI Lecturers), executive education, and certificate program classes, tutors, and laboratory instructors.

3. This Article or any provision thereof are not subject to the provisions of Article 14, Grievance Procedure and Arbitration.

## **ARTICLE 2**

### **UNION SECURITY AND CHECKOFF**

1. It shall be a condition of employment that all Lecturers covered by this Agreement who are members of the Union in good standing shall remain members in good standing, and those who are not members in good standing as of the effective date of this Agreement shall on or after the thirtieth (30<sup>th</sup>) calendar day following the execution date become and remain members in good standing of the Union, or in lieu of union membership to pay an agency fee. The amount of the agency fee shall be determined by the Union, in accordance with applicable law.

2. It shall also be a condition of employment that all Lecturers covered by this Agreement who are hired on or after the effective date of this Agreement shall on or after the thirtieth (30<sup>th</sup>) calendar day following the beginning of such employment either become and remain members in good standing of the Union, or in lieu of union membership to pay an agency fee as determined by the Union, in accordance with applicable law.

3. The Union may request that a Lecturer who fails to join the Union, maintain Union membership or pay an agency fee shall not be reappointed by the University. If the Union makes such a request, the University shall comply. Prior to any such non-reappointment, the Lecturer shall be offered an opportunity with thirty (30) days calendar days, following the written notification from the Union to the University and the Lecturer requesting non-reappointment, to pay the required dues or agency fee that has not been tendered. If the Lecturer fails to pay within that time period, and the Union so verifies, the University shall not reappoint the Lecturer. In no event shall a Lecturer be dismissed during a semester in which the Lecturer is teaching a course or courses. In such case, the dismissal shall be at the conclusion of the semester.

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 Chief Human Resources Officer no later than December 1 for the Fall Semester and April 1 for the Spring Semester from the wages of each lecturer who executes a written authorization to make such deductions. Deductions for the Fall Semester will be made from the lecturer's wages for the pay period of December and for the Spring Semester will be made from the lecturer'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 shall be responsible for obtaining executed written assignments from existing Lecturers (see Appendix). However, the University shall cooperate with the Union in seeking compliance with this provision by notifying covered Lecturers at their time of hire of the existence of this Agreement and by providing them with union membership and pay deduction materials supplied by the Union.

6. Articles 2.1 and 2.2 shall not apply to the following categories of employees hired as Lecturers:

- a. Members of federal or state legislative, executive or judicial branches of government who are elected to their office, or who are directly appointed by such elected members;
- b. Individuals who affirm to the union that the nature of their employment outside of the University prevents them from paying dues or an agency fee to a labor organization because so doing would inhibit the ability of the employee to perform services for his or her non-University employer or be perceived as an actual or potential conflict of interest

7. 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 any action taken by the University in compliance with any of the provisions of Article 2, and the Union assumes full responsibility for the disposition of monies deducted under Article 2 as soon as they have been remitted by the University to the Union. The University shall undertake the defense of such claims and all expenses thereof, including legal fees, shall be paid by the Union.

## **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 or a Calendar Day.
2. **Academic Day:** The term “academic day” as used in this Agreement is a day on which classes (including days in which final examinations or portfolio reviews are administered) are in session. In this Agreement, a day is an academic day only if it is specifically referred to as such.
3. **Calendar Day:** The term “calendar day” as used in this Agreement is any day of the week, including weekends. In this Agreement, a day is a calendar day only if it is specifically referred to as such.
4. **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.
5. **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 14, Grievance Procedure and Arbitration.
6. **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.
7. The term “lecturer” means an adjunct faculty member(s) in the unit set forth at Article 1, unless specifically stated otherwise.
8. The term “party” means the University or the Union individually.
9. The term “parties” means the University and the Union collectively.

## **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. A lecturer who believes that s/he was disciplined or not reappointed or had his or her teaching impaired as a result of the exercise of his/her academic freedom may file a grievance in accordance with Article 14, Grievance Procedure and Arbitration.

## **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**

### **LECTURER RESPONSIBILITIES**

1. A lecturer shall meet each class at the scheduled time, modality 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 appropriate instructional activity so long as such alternate learning activity is approved by the lecturer's Department Chair or Program Director. A lecturer is required to notify, in advance if possible, the Department Chair, Program Director, 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 or Program Director for a suitable substitute to cover the class that will be missed.

2. 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. Lecturers are required to participate in faculty-mandated procedures, such as early alert and enrollment verification.

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

4. All lecturers shall be provided with a Suffolk University email address within 30 days after they have signed their first contract. Lecturers, in order to meet University requirements regarding recordkeeping and confidentiality of student information, shall use their Suffolk email address for all electronic communications pertaining directly to their work at the University with students. The University shall undertake to maintain these email addresses for a period of one (1) year after the end of the last semester a lecturer has taught so that former students may easily contact the lecturer for letters of recommendation or other educational-related purposes. All lecturers are expected to regularly review and read their Suffolk email.

5. All lecturers shall maintain regular office hours of at least one hour per week for each course taught and shall notify students of those hours at the outset of the semester. Lecturers shall not be provided permanent offices, but Suffolk will make reasonable efforts to locate space to be used by lecturers for office hours. If office space is unavailable, office hours may be conducted virtually by video conference.

## **ARTICLE 7**

### **EVALUATIONS**

1. The purpose of evaluations is to support excellence in teaching and adherence to academic and professional standards. Lecturers will be evaluated in a manner consistent with the standards and expectations of the University.

2. Student evaluations will be conducted in accordance with University policy. Lecturers shall cooperate with the appropriate academic administrators to facilitate the student evaluation process. Student evaluations will be made available to the lecturer following the end of the semester, once all grades are submitted for the course. In addition to student evaluations, the lecturer may request feedback from the University and/or a classroom observation in accordance with this Article, which the University shall consider in evaluating the lecturer's performance.

3. Following the receipt of the student evaluations each semester, a lecturer may submit a request for feedback from the School, department, or program concerning their student evaluations. The lecturer may submit such a request, in writing, within thirty (30) days after receiving the student evaluations. The lecturer should submit, along with the request, a response to the student evaluations. The lecturer may submit with the written response the syllabus, course materials, and an updated CV. The school, department or program will provide the lecturer with feedback, in writing, based on the student evaluations and the lecturer's written response.

4. Lecturers may expect to receive a classroom evaluation within the first year of their appointment and every three years subsequently. The classroom observation will occur at any time within a two (2) week window of time agreed to by the University and the lecturer. The classroom observation will be conducted during a period in which instruction is taking place, and for a duration of time reasonably necessary to observe the lecturer's teaching skills and

methodologies. The observer will, in the reasonable judgment of the University, have appropriate qualifications to conduct the classroom observation. The lecturer will receive feedback on the observation within 15 business days of being observed.

5. Prior to the beginning of the review process the lecturer may, if they wish, provide their evaluator with materials (publications, conference proceedings, etc.) that they wish to have included in their performance review. Evaluating committees and administrators shall be responsible for identifying additional materials relating to evaluation not provided by the employee.

6. Evaluation criteria and description of procedures will be provided to the lecturer no later than 14 days after the commencement of instruction. Evaluation criteria and procedures shall be made available to the evaluation committee and academic administrators prior to the commencement of the evaluation process. Once the evaluation process has begun there shall be no changes in criteria and procedures used to evaluate the lecturer during the evaluation process.

7. The University may observe teaching performance at any time. A lecturer ordinarily will have advance notice of such action but may not if, in the University's judgment, circumstances do not warrant it.

8. If a student raises a concern regarding a lecturer's performance, the University will promptly notify the lecturer of the concern if the University, in its reasonable judgment, considers it to be a serious concern at the time it is raised. The purpose of this paragraph is to provide the lecturer with notice of an alleged performance issue that is capable of being corrected during the remainder of the course, while appropriately respecting student confidentiality and protecting the student(s) from retaliation. Should documentation of the alleged performance issue be placed in the lecturer's personnel file, the lecturer shall be notified.

9. Evaluative criteria. Effectiveness and teaching is an essential criterion for further appointments. The prime indicators of effective teaching include, but are not limited to:

- intellectual competence, integrity and independence;
- evidence of knowledge of the field;
- evidence of a willingness to consider suggestions that emerge from peer review of one's teaching;
- evidence of the ability to work with other faculty members in designing and delivering a curriculum that fosters student learning;
- evidence of the ability to present course materials clearly and effectively;
- evidence of the capacity to structure the course and its assignments in ways that promote student learning;
- evidence of the employment of strategies to assess students learning and adjust one's teaching in light of the findings of those assessments;
- evidence of an ability to stimulate students' intellectual interest and enthusiasm

Any additional criteria developed at the college, school, and/or department level shall supplement the above list.

10. Measures and Methods. The parties recognize that no single set of measures and methods can be prescribed to evaluate the quality of teaching. Some of the measures and methods, however, include but are not limited to:

- Assessments by members of the lecturer's department and department chair or equivalent, particularly if based on examination of course materials, team teaching experiences, observations of the candidate's teaching through class visitations, attendance at lectures given by the candidate or on the results of the candidate's teaching in courses prerequisite to those of other department members.
- Evaluations of teaching by students, appropriately documented and interpreted, for example, the use of student course evaluations, post-graduation surveys, etc. Lecturers are required to administer a department or other University-approved student evaluation of teaching form in their courses.
- Development by the candidate of new and effective techniques of instruction or assessment and instructional materials, including textbooks, particularly when evidenced by acceptance at other colleges or universities. This may also include the development and assessment of web-based courses and effective transfer of current courses to web-based format.
- Publications by the lecturer on the teaching of his or her discipline in respected journals.
- Recognitions and awards for distinguished teaching.
- Evaluations from service-learning partners.
- Evaluation of teaching by a co-instructor.

## **ARTICLE 8**

### **APPOINTMENT**

1. All appointments shall be made by the Dean, or his/her designee, following the recommendation of the Department Chair or Program Director. Except as otherwise provided herein, appointments shall be made on a semester basis, shall be limited in duration to the particular semester for which the lecturer is retained, and no appointment shall create any right, interest or expectancy in any further appointments beyond its specific term.

2. The Dean, upon recommendation of a Department Chair or Program Director, may appoint a lecturer for two or more semesters if such appointment is warranted.

3. Senior Lecturers will receive good faith consideration for reappointment to teach the same courses as in previous appointments, provided that the University intends for the course(s) to be taught by a lecturer covered by this Agreement. Good faith consideration shall mean that re-appointment to teach a specific course may be denied, reduced, or subsequently cancelled only in the following circumstances:

- a. Elimination or downsizing of a department or program, or a reduction in the number of courses or sections (hereinafter, "courses") offered in the applicable semester, which impacts the relevant course(s) taught by a lecturer;

- b. Creation of a full-time faculty or instructor position that absorbs existing courses taught by a lecturer, or any other circumstance in which the course previously taught by a lecturer will be taught by a full-time faculty member or instructor.
- c. Cancellation of a course or section due to under-enrollment or for programmatic reasons, as determined by the University in its discretion, except that the cancellation of a course shall not impact other courses taught by the lecturer.
- d. Elimination, decrease, or substantial modification of course(s) previously taught by a lecturer due to changes in curriculum or program offerings.
- e. Poor performance by the lecturer, as evidenced by student evaluations, classroom observation(s), or the lecturer's failure to correct a performance problem identified in an evaluation conducted pursuant to Article 7 (Evaluations) or by a Department Chair or Program Director through prior discussion. Student evaluations from a single course shall not be used as the exclusive basis to deny, reduce, or subsequently cancel an appointment.
- f. Discharge, serious misconduct, neglect of duties, or conduct by the lecturer that is outside the scope of his/her employment with the University but, in the reasonable judgment of the University, would adversely affect the lecturer's ability to teach or be a member of the University community. Consistent with Article 4 (Academic Freedom), it is understood that this will not interfere with a lecturer's academic freedom.
- g. Where the appointment would result in a lecturer exceeding the maximum number of courses or credit hours permitted by the University under its authority in Article 11 (Workload).
- h. Other demonstrated reason necessitating a change in academic, fiscal, program or organizational needs of the University, as determined by the University in its reasonable discretion.

In the circumstances set forth in subparagraphs a,b,c,d, g, or h, the University may appoint the impacted lecturer to teach an available scheduled course that the lecturer is qualified to teach.

4. A lecturer who is entitled to good faith consideration will be notified in writing of his/her re-appointment to teach a course by May 31 for the fall semester and by December 1 for the spring semester.

5. A lecturer who is notified in writing of his/her re-appointment to teach a course shall notify the University of the acceptance of the appointment as soon as possible. If the lecturer fails to respond within two (2) weeks of receiving notice of the re-appointment, unless

some other time period is agreed upon, in writing, between the University and the lecturer, the lecturer will be deemed to have declined the appointment. This time period for accepting an appointment shall only apply when the lecturer is re-appointed to teach the same course. A shorter time period for acceptance may be required in other situations, including an initial appointment to teach a particular course, an appointment to teach an additional section of a course, or when the University needs to fill a vacancy because another faculty member is unable to teach or has declined an appointment.

6. Except in exigent circumstances beyond the lecturer's reasonable control, a lecturer shall promptly notify the University if he/she is unable to teach a course that he/she has been appointed to teach.

7. A lecturer who has received written notification of appointment and assigned a course of three or greater credits or the equivalent for the upcoming semester but whose assigned course is cancelled by the University will be recognized as having been employed and teaching that course for the purpose of counting semesters under this Article. A lecturer who is appointed to teach a course of three credits or greater shall be paid a cancellation fee of \$300 if the course is cancelled within 21 calendar days before the classes begin for that course. If the course is cancelled after classes begin, the lecturer shall be paid a cancellation fee that is pro-rated based on the number of classes actually taught.

8. If the lecturer declines a re-appointment, or accepts and then subsequently declines or fails to teach the course, the lecturer shall forfeit good faith consideration to teach that course in the future. Good faith consideration shall be lost if a lecturer has not taught a course at least once in the two academic years preceding the assignment.

9. The decision to re-appoint a lecturer is at the University's sole discretion and is not subject to Article 14, Grievance Procedure and Arbitration, except for those decisions based upon the criteria set forth in paragraph 3(e), (f), and (h).

## **ARTICLE 9**

### **PERSONNEL FILES**

1. The University shall maintain a personnel file for each lecturer. The file includes a resume and/or application, contracts and other information pertaining to the lecturer's qualifications, job performance, and compensation. These personnel files will be maintained in accordance with the University's record retention policy.

2. A lecturer must supply a completed Form W-4 and equivalent state tax withholding form upon hire and provide their residential address, telephone number, birth date and Social Security number. A lecturer must keep an up-to-date residential address and telephone number with the University's HCM system.

3. A lecturer may review his/her personnel file in a timely manner after a written request to Office of Human Resources. The review must take place in Human Resources 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 Office of Human Resources.

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 Office of Human Resources 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 10**

### **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 14, 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 11**

### **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. Department chairs and Program Directors who oversee lecturers who receive high teaching evaluations can petition the University to let those lecturers regularly teach more than two courses a semester if those courses contribute materially to the health and robustness of a program. Lecturers who have received this permission may teach up to, but not exceeding, four courses a semester.

6. The teaching of more than two courses may be spread across more than one department or program if the lecturer is qualified to teach those courses.

7. The University, in its sole discretion, may assign additional compensated responsibilities (such as teaching assignments of 0-2 credits, teaching orientation programs, laboratory instruction, tutoring instruction, and administrative responsibilities) in the Fall Semester or Spring Semester to a lecturer only if the lecturer consents.

## **ARTICLE 12**

### **PROMOTION**

1. A lecturer employed and teaching in the College of Arts and Sciences or the Sawyer Business School at the rank of Lecturer will be promoted to the rank of Senior Lecturer after being employed and teaching for eight out of ten consecutive semesters. Lecturers in the Sawyer Business School will not be eligible for promotion to the rank of Senior Lecturer before September 1, 2022. The University shall continue its existing practice of using a rolling period of ten consecutive semesters to determine whether a lecturer is entitled to promotion upon teaching eight semesters. A lecturer employed and teaching in the Sawyer Business School as of the end of the Spring 2022 Semester for at least eight out of ten consecutive semesters will have the rank of Senior Lecturer as of September 1, 2022.

2. If a lecturer has received written notification of appointment and been assigned a course of three or more credits or the equivalent for the upcoming semester and that assigned course is canceled 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. Additionally, if a lecturer is approved for a professional development leave, pursuant to Article 17 of this Agreement, such leave shall not constitute one of the two permitted exceptions to the consecutive semester requirement.

3. If a full-time academic position for which a lecturer is qualified becomes available, the department in which the position is administered must give that lecturer advance notice of the opening whenever possible before notifying the general public. Furthermore, the department must give the lecturer serious consideration in the hiring process.

## ARTICLE 13

### DEPARTMENT COMMITTEES

1. Lecturers shall be notified of and welcome to attend all departmental meetings not related to personnel matters.
2. Department chairs and program directors shall be annually notified by the University that they may include lecturers on departmental committees and of the compensation they may offer to lecturers for participation.
3. For any department committee on a subject not related to personnel matters/issues, the department chair may appoint one or more lecturer to serve on the Committee.
4. The lecturer so appointed may decline to be a member of the Committee.
5. The lecturer who serves on a Committee will be paid \$250.00 per Committee assignment. Payment will be made with the final period of the semester

## ARTICLE 14

### 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 or Program Director 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 thirty five (35) calendar days following the time the lecturer knew or reasonably should have known of the act, omission, or condition which is the basis of the grievance. The Dean or designee will arrange for a meeting to take place at a mutually convenient time not later than fifteen (15) calendar 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) calendar 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) calendar 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) calendar days of receipt of the appeal. Not later than ten (10) calendar 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 Labor Relations Connection, with a copy to the Provost, not later than twenty (20) calendar days of the receipt of the Step 2 response, otherwise the result at the end of Step 2 is final. The Labor Relations Connection will act as the administrator of the proceedings and the arbitrator shall be selected in accordance with its procedures.

### **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 Labor Relations Connection 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. If a lecturer prefers to pursue the grievance without the direct involvement of the Union, the University will inform the Union of each step in the grievance and its outcome so that the Union may attend meetings to observe and argue for the Union's interests.

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 19 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 or Program Director in writing at least five (5) calendar 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 15

### COMPENSATION

I. Compensation Schedule commencing September 1, 2022:

September 1, 2022 — August 31, 2023	Lecturer - \$1,800 per credit hour Senior Lecturer - \$2,215 per credit hour
September 1, 2023 — August 31, 2024	Lecturer - \$1,855 per credit hour Senior Lecturer - \$2,280 per credit hour
September 1, 2024 — August 31, 2025	Lecturer - \$1,910 per credit hour Senior Lecturer - \$2,348 per credit hour
Studio Classes	Lecturer - \$7,575
September 1, 2022 — August 31, 2025	Senior Lecturer - \$8,990

2. 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 14, Grievance Procedure and Arbitration.

3. 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 8, Appointment.

## **ARTICLE 16**

### **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 is eligible for membership in the University-sponsored health and dental plans on the following January 1 or July 1 so long as:

- a. the lecturer has been employed and teaching two or more courses of 3 credits or more for 8 of the most recent 10 consecutive semesters, and
- b. the lecturer has an appointment to teach two or more courses of 3 credits or more for the semester after the date of initial enrollment.

b. Payments

1. The University will pay toward the cost of medical and dental coverage as it does for other part-time employees.
2. The bargaining unit member will pay for the full cost of insurance for June, July and August unless teaching in the summer term.

c. Continuation of Coverage

1. A previously 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. 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 14, 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 14, Grievance Procedure and Arbitration.

## **ARTICLE 17**

### **ADDITIONAL BENEFITS**

1. **Tuition Remission:** Any lecturer who has received an appointment to teach one or more classes for four consecutive years shall be eligible for a tuition remission benefit in the College of Arts and Sciences and in the Sawyer Business School. The benefit applies only to undergraduate studies and the lecturer may take up to two courses (maximum 8 credits) each academic year. Additionally, each semester three (3) Senior Lecturers, as selected by the Union in its sole discretion, shall be eligible for tuition remission for one (1) graduate level course each in the College of Arts and Sciences or Sawyer Business School.

The University's cancellation of the lecturer's class after the lecturer has enrolled in a class shall have no effect on the lecturer's ability to enjoy this benefit. The benefit permitted hereunder shall not conflict with the lecturer's primary teaching duties and responsibilities and shall be consistent with all other University tuition remission policies in effect at the time.

2. **Professional Development:** The University shall work with the Center for Teaching and Scholarly Excellence (CTSE) to establish professional development opportunities

for lecturers. Additionally, a lecturer who has received an appointment to teach one or more classes for four consecutive years shall be eligible to apply for Teaching and Innovation Grants awarded by CTSE.

3. **Professional Development Leave:** A lecturer may be granted a leave of absence, without interruption to the lecturer's benefits eligibility, to enable him or her to take a temporary position of special interest or to pursue unique professional development opportunities (including visit at another school), or, in limited circumstances, to take an unspecified leave. To initiate a leave request, lecturers must submit a written request to his or her dean outlining the nature of the proposed leave, the professional development benefits of the leave to the lecturer, the value of the leave to the school and University, and the specific duration of the proposed leave.

The Dean will consider the request and base the recommendation for or against granting the leave request on the nature of the request, the timing of the proposed leave, professional development benefit to the lecturer, and the various needs of the department and/or school. The Dean will send that recommendation to the Provost who will consider the request on the recommendation of the Dean in light of the needs of the University. The Provost will communicate his or her decision either granting or denying the leave without pay in writing to the lecturer and Dean. Professional development leaves may only be granted for a maximum of one year. An application for an extension beyond one year will only be granted in extraordinary circumstances.

4. **Teaching Awards:** At the end of each academic year, the Deans shall award two Excellence In Teaching Awards to lecturers, one in the College of Arts and Sciences and one in the Sawyer School of Business, who, in the determination of the University, best exemplify excellence in teaching and the mission of Suffolk University. Each award shall include a cash award of \$500.

## **ARTICLE 18**

### **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 19**

### **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 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 14, 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 14, Grievance Procedures and Arbitration, the University and/or Union shall be entitled to arbitration based upon the Labor Relations Connection's Expedited Labor Arbitration Rules, whenever a violation of this Article is alleged. 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.

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

## **ARTICLE 20**

### **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 14, Grievance Procedure and Arbitration. Alleged violations of Article 20 will be handled in accordance with the procedures provided for all University employees.

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

## **ARTICLE 21**

### **MISCELLANEOUS**

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

#### UNIVERSITY

Mr. Boris Lazic  
Chief Human Resources Officer  
Suffolk University  
8 Ashburton Place

Boston, MA 02108  
617-573-8000

UNION

Suffolk Affiliated Faculty  
American Association of University Professors  
Collective Bargaining Congress  
P.O. Box 5706.  
Boston, MA 02114

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
4. website of either the College of Arts and Sciences or Sawyer School of Business. These directories will be updated annually in October.
5. 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.
6. The University will make this Agreement available on its website.
7. Lecturers at all times must maintain high standards of integrity in the conduct of their duties and support the mission of the University.

**ARTICLE 22**

**PAST PRACTICES**

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

**ARTICLE 23**

**BARGAINING AGENT'S RIGHTS**

1. The University's Chief Human Resources Officer will provide the Union, by September 21 of each Fall Semester and by February 1 of each Spring Semester, the name, home address, telephone number, and e-mail address 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.

(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 are caused by any action of the Union or its agents, representatives or employees acting on behalf of the Union. The University shall undertake the defense of such claims and all expenses thereof, including legal fees, shall be paid by the Union.

## **ARTICLE 24**

### **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 25**

### **MASSACHUSETTS EARNED SICK TIME**

Lecturers are entitled to earn and use sick leave in accordance with the Massachusetts Earned Sick Time law and associated regulations.

## **ARTICLE 26**

### **FMLA AND MA PAID FAMILY AND MEDICAL LEAVE**

Lecturers may take unpaid leave in accordance with the federal Family Medical Leave Act ("FMLA") and/ or the Massachusetts Parental Leave Act ("MPLA"). Such absences shall follow University policy and practice.

Lecturers may take paid leave in accordance with the Massachusetts Paid Family and Medical Leave Act (Massachusetts General Laws Chapter 175M) and shall participate in the University's approved "private plan" within the meaning of Section 11 of Massachusetts General Laws Chapter 175M. In accordance with Section 6 of M.G.L. Chapter 175M, the University may deduct from Lecturers' compensation the permissible respective employee portions of the contributions for medical and family leave

## **ARTICLE 27**

### **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 28**

### **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 29**

### **DURATION OF AGREEMENT**

1. This Agreement shall be in full force and effect from July 1, 2022 through August 31, 2025, 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 one-hundred and twenty (120) calendar days prior to the date of expiration, in which event this Agreement shall terminate at midnight of August 31, 2025, 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.

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FOR: SUFFOLK UNIVERSITY



Laura Sander,  
Senior Vice President for Finance  
and Administration/Treasurer

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



Lawrence Overlan, President