

Collective Bargaining Agreement
Between
University of Washington
and
AFT – University of Washington
English Language Faculty Local 6486

July 1, 2014 through June 30, 2017

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE 1: RECOGNITION	1
ARTICLE 2: DEFINITIONS	1
ARTICLE 3: UNION SECURITY	3
ARTICLE 4: UNION RIGHTS	3
ARTICLE 5: NON-DISCRIMINATION	5
ARTICLE 6: PROBATIONARY PERIOD	5
ARTICLE 7: GRIEVANCE & ARBITRATION PROCEDURES.....	7
ARTICLE 8: MANAGEMENT RIGHTS.....	11
ARTICLE 9: HIRING LIST	12
ARTICLE 10: SEPARATIONS.....	14
ARTICLE 11: REASSIGNED TIME, LEAD TEACHER AND SPECIALIST POSITIONS	14
ARTICLE 12: UNIVERSITY SUSPENDED OPERATIONS.....	16
ARTICLE 13: PERSONNEL FILES.....	17
ARTICLE 14: CORRECTIVE ACTION/FORMAL DISCIPLINE	18
ARTICLE 15: LEAVES OF ABSENCE.....	20
ARTICLE 16: JOB DESCRIPTIONS/WORKLOAD	22
ARTICLE 17: BENEFITS.....	24
ARTICLE 18: PROFESSIONAL DEVELOPMENT	24
ARTICLE 19: PERFORMANCE EVALUATION.....	26
ARTICLE 20: JOINT UNION-MANAGEMENT COMMITTEE	27
ARTICLE 21: COMPENSATION	28
ARTICLE 22: COMPLETE AGREEMENT AND CONFORMITY TO LAW	32
ARTICLE 23: SUCCESSOR AGREEMENT	33
ARTICLE 24: DURATION.....	33
ARTICLE 25: ACADEMIC FREEDOM	33
SIGNATORIES	34

1 **Preamble**

2 This agreement, hereinafter referred to as the “Agreement”, is made by and between the
3 University of Washington, hereinafter referred to as the “University” or the “Employer”, and the
4 American Federation of Teachers University of Washington English Language Faculty Local
5 6486, hereinafter referred to as the “AFT-UWELF” or the “Union”. The intent and purpose of this
6 collective bargaining agreement, is to provide a harmonious and cooperative relationship
7 between both parties.

8
9 **Article 1: Recognition**

10 The University of Washington hereby recognizes the AFT-UWELF, Local 6486 as the exclusive
11 bargaining representative for all full-time and regular part-time Educational Outreach
12 International & English Language Programs Extension Lecturers employed by the University of
13 Washington, excluding other employees such as hourly extension lecturers, supervisors, and
14 confidential employees.

15
16 **Article 2: Definitions**

17 **Section 1. Full-time Load.** A full-time load (i.e., percent FTE) is defined as a maximum of
18 150 contact hours per quarter in any IELP program or combination of programs and fulfilling
19 teaching-related duties as defined in Article 16.1.2 or equivalent duties as assigned. Part-time
20 loads will be defined as a percentage of the full-time load.

21 **Section 2. Teaching Appointments.** The term Appointment is defined as the type of contract
22 an Extension Lecturer receives as listed in Article 9.

23 **Section 3. Extension Lecturer.** The term Extension Lecturer is defined as University of
24 Washington Educational Outreach, International & English Language Programs Extension
25 Lecturer who teaches full-time or part-time under annual or quarterly contracts. It does not
26 include Extension Lecturers teaching in areas other than the International & English Language
27 Programs in Washington State or those teaching hourly under 33%.

28 **Section 4. Director.** The term Director is a working title used to describe a professional staff
29 administrator who manages IELP programs.

30 **Section 5. Supervising Director.** The term Supervising Director is a working title used to

1 describe the IELP director in whose programs an Extension Lecturer currently teaches the
2 majority of her/his time.

3 **Section 6. Senior Director.** The term Senior Director is a working title used to describe the
4 most senior managerial position in UWEO IELP.

5 **Section 7. Executive Council.** The term Executive Council is an advisory body of UWEO to
6 the Vice Provost of Educational Outreach, which consists of the Vice Provost, Assistant Vice
7 Provosts, and Senior Director-level professional staff appointed by the Vice Provost for
8 Educational Outreach.

9 **Section 8. Preference Sheet.** The term Preference Sheet references a form IELP Extension
10 Lecturers submit to IELP administration, indicating the courses and hours they prefer to teach in
11 the subsequent quarter.

12 **Section 9. Week 0.** The term Week 0 refers to the period before the quarter begins, which
13 normally includes such start-up activities as testing, advising, registration, orientation and
14 opening receptions.

15 **Section 10. Family Member.** The employee's spouse or same or opposite sex domestic
16 partner, child, parent or person who acted as your parent, grandparent, grandchild, sister, or
17 brother. Family member also includes individuals in the following relationships with the
18 employee's spouse or same or opposite sex domestic partner: child, parent, or grandparent. In
19 addition, it includes those persons in a "step" relationship, subject to possible change in the
20 future.

21 **Section 11. Academic Human Resources.** Academic Human Resources is a central UW
22 resource for the recruitment, hiring, retention and promotion of academic personnel.

23 **Section 12. Academic Staff.** Academic Personnel is defined in [Administrative Policy Statement](#)
24 [\(APS\) 40.1](#). Extension Lecturers are Academic Staff, which is part of Academic Personnel.

25 **Section 13. Anniversary Date:** Anniversary Date is defined as the date on which an
26 Extension Lecturer's first contract/appointment was awarded.

27

28

29

1 **Article 3: Union Security**

2 **Section 1. Dues Deduction.** Upon authorization to the Union by an individual employee to
3 become a member of the Union and pay membership dues, the University shall provide payroll
4 deduction of dues. The University will honor the terms and conditions of each employee's
5 signed membership card upon authorization by the Union.

- 6 A. The Union shall transmit to the Employer by the cut-off date for each payroll period, the
7 name and Employee ID number of employees who have, since the previous payroll cut-
8 off date, provided authorization for deduction of dues, or have changed their
9 authorization for deduction.

10 **Section 2. Indemnification.** The Union and each Extension Lecturer in the bargaining unit
11 authorizing the assignment of wages for the payment of Union dues hereby undertakes to
12 indemnify and hold the University, and its employees and agents, harmless from all claims,
13 demands, suits or other forms of liability that may arise against the University for or on account
14 of any deductions made from the wages of such Extension Lecturers or for any action taken
15 under this Article.

16 **Section 3. Revocation.** An employee may revoke their authorization for payroll deduction of
17 payments to the Union by written notice to the Union in accordance with the terms and
18 conditions of their signed membership card. Every effort will be made to end the deduction
19 effective on the first payroll, and not later than the second payroll, after receipt by the Employer
20 of confirmation from the Union that the terms of the employee's signed membership card
21 regarding dues deduction revocation have been met.

22 **Article 4: Union Rights**

23 **Section 1. Quarterly Roster.** The University will provide the Union with a quarterly roster of
24 both full- and part-time Extension Lecturers. The roster will be provided on the first final payroll
25 calculation date after classes start each quarter. The roster will include each Extension
26 Lecturer's name, start date, FTE percent time, mail stop, and home address. The University will
27 provide these lists in an electronic file when practicable. These lists will be provided at no cost
28 to the Union.

29 **Section 2. Use of University Bulletin Boards and Facilities.** The Union shall have the right
30 to use reasonable bulletin board space in each geographic location where Extension Lecturers
31 work. The University has meeting space available, some of which is free and some of which is
32 charged at a fee; if the Union rents meeting space for a fee, the fee will be paid for by the Union.

1 The Union shall have the right to reasonable use of University meeting rooms for official Union
2 meetings, provided that such usage does not interfere with the regular activities of the
3 University; Extension Lecturers will not be released from teaching to attend Union meetings.

4 **Section 3. Minutes.** The University shall continue to publish minutes of all Educational
5 Outreach Executive Council Meetings.

6 **Section 4. Use of Internal Communication System.** The Union shall have the right to use
7 the University phone, email, and Extension Lecturer's mailboxes for communication to
8 Extension Lecturers, including mass distributions, provided that the material clearly indicates
9 that the Union is the distributor of the material, and that the material is related to the
10 administration of this Agreement.

11 **Section 5. Distribution of this Agreement.** The University shall publish this Agreement on a
12 designated website within thirty (30) days after ratification. Extension Lecturers may print a copy
13 of the Agreement at the UW's expense if a hard copy is preferred.

14 **Section 6. De Minimis Use and Compliance with State Ethics Laws.** Extension Lecturers
15 shall comply with University policy and state ethics laws, including the de minimis use of
16 University and State resources as described in [APS 47.2](#).

17 **Section 7. Reassigned Time.** In recognition of the responsibilities of the Union regarding
18 representation of Extension Lecturers and matters related to management of this Agreement,
19 the University agrees that during Summer, Autumn, Winter, and Spring Quarters, one (1) Union
20 representative will receive 33% paid reassigned time.

21 **Section 8. Union-Related Activities.** Extension Lecturers who intend to absent themselves
22 from work for the purpose of attending and participating in Union business functions or
23 programs such as meetings, conventions, seminars, or to work for the Union on a temporary
24 basis, may do so under the following conditions:

- 25 a. Receive pre-approval from the IELP Senior Director, or designee, as far in advance as
26 possible prior to the planned absence;
- 27 b. Request leave of absence without pay to reflect hours out of class.

28

1 **Article 5: Non-Discrimination**

2 **Section 1. Non-Discrimination.** Neither the Employer nor the Union shall discriminate against
3 any employee on the basis of race, creed, color, religion, sexual orientation, national origin, sex,
4 gender identity or expression, disability, marital status, age, or covered veteran status; this
5 includes discrimination in the form of sexual harassment. Bona fide occupational qualifications
6 are not to be considered a violation of this section.

7 **Section 2. Complaints.** A discrimination complaint may be filed with the University Complaint
8 Investigation and Resolution Office. Employees may also file discrimination complaints with
9 appropriate federal or state agencies. The parties agree to encourage the filing of discrimination
10 complaints through the University Complaint Investigation and Resolution Office.

11
12 **Article 6: Probationary Period**

13 **Section 1. Probationary Period Duration.** The Probationary Period begins the first quarter an
14 Extension Lecturer is hired with at least a 1/3 FTE appointment. Subject to approval to exit the
15 Probationary Period (Section 2), the Extension Lecturer will remain in the Probationary Period
16 until s/he has taught two (2) quarters at 100% FTE, or six (6) courses, or the equivalent
17 thereof, whichever is sooner.

18 Courses taught as a Teaching Assistant, as a summer-only instructor, or as an hourly instructor
19 do not count toward the Probationary Period.

20 **Section 2. Completion of the Probationary Period.**

21 **2.1.** During the quarter after the Extension Lecturer has taught the last class of the Probationary
22 Period the Supervising Director shall call a Probation Completion Meeting to discuss the
23 Extension Lecturer's movement out of the Probationary Period.

24 **2.2.** The Probation Completion Meeting shall include all applicable supervising directors and the
25 Senior Director. The Senior Director will determine whether the Extension Lecturer will move out
26 of the Probationary Period by examining the following:

- 27 a. Student evaluation reports from all classes;
28 b. Supervisors' observation reports from two classes;
29 c. Extension Lecturer's Self Report (see **Extension Lecturer Responsibilities Section**
30 **3.0**);

- 1 d. Supervising directors' input; and
- 2 e. Written peer support.

3 **2.3.** Management shall make a good faith effort to deliver notification regarding the Probationary
4 Period to the Extension Lecturer as soon as possible but no later than one week before the
5 publication of the preliminary teaching schedule for the quarter following the Probation
6 Completion Meeting in Section 2.1.

7 If the recommendation is to move the Extension Lecturer out of the Probationary Period, the
8 Senior Director shall inform the Extension Lecturer in writing (email acceptable). If the
9 recommendation is to extend the Probationary Period, the Senior Director shall inform the
10 Extension Lecturer about the extension and its length, the reasons for the extension, and any
11 further requirements. The extension of the Probationary Period shall be from one (1) to three (3)
12 quarters. The Extension Lecturer shall have the right to submit a statement in response/rebuttal
13 in writing to the Supervising Director and the Senior Director.

14 **2.4.** Decisions regarding non-renewal made by the Employer during the Probationary Period are
15 not subject to grievance and arbitration.

16 **Section 3. Extension Lecturer Responsibilities.**

17 **3.1.** In addition to regular teaching-related responsibilities, Extension Lecturers in the
18 Probationary Period shall:

- 19 1. Administer student evaluations for each class taught;
- 20 2. Observe one peer Extension Lecturer each quarter; and
- 21 3. Submit a Self Report to the Supervising Director. This Report shall be submitted
22 during the quarter the Extension Lecturer is teaching her/his last class of the
23 Probationary Period but not later than the first week of the following quarter. The
24 Report shall include the dates, classes and names of the Extension Lecturers
25 observed and any other information the Extension Lecturer wants to include that
26 indicates her/his accomplishments and contributions to the program.

27 **3.2.** Extension Lecturers will be dropped from the Probationary Period if they choose not to
28 submit a preference sheet or if they do not accept a teaching assignment from the preliminary
29 teaching schedule in two (2) consecutive quarters; if dropped Extension Lecturers are rehired at
30 a future date, they will return to the beginning of the Probationary Period.

1 **Section 4. Administration Responsibilities.**

2 **4.1.** Management may guide Extension Lecturers in the Probationary Period by providing peer
3 mentors, if available, and periodic feedback and advice regarding their performance.

4 **4.2.** Management may observe Extension Lecturers as appropriate.

5 **4.3.** Directors will meet each quarter to determine the ranking of Extension Lecturers in the
6 Probationary Period based on, among other things, observation reports, student course
7 evaluations, contributions to IELP, professional development, and past experience in other
8 programs. This ranking will determine the order by which classes are assigned.

9

10 **Article 7: Grievance & Arbitration Procedures**

11 **Section 1. Purpose.** The parties recognize that disputes may occasionally arise concerning
12 the terms and conditions of this Agreement and those disputes shall be resolved through this
13 grievance procedure.

14

15 **Section 2. Definition.** A grievance is a claim by an Extension Lecturer, group of Extension
16 Lecturers or the Union of an alleged violation or incorrect interpretation or application of a
17 specific provision of this Agreement.

18

19 **Section 3. Timelines.**

20

21 **3.1.** "Days" for purposes of this Article shall mean calendar days, excluding Saturdays,
22 Sundays, University holidays, and University closure.

23

24 **3.2.** A grievance must be filed within twenty-one (21) days from the time of the occurrence of the
25 events giving rise to the grievance or from the time the grievant should reasonably have
26 become aware of the grievance. Nothing in the procedure outlined below will preclude the
27 settlement of differences in an informal manner.

28

29 **3.3.** Failure by the University to comply with the grievance time limit at Step 1 or Step 2 shall
30 automatically advance the grievance to the next step. Failure by the grievant or the Union to
31 comply within the time limit at any step shall constitute acceptance of the University's last written
32 response.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34

3.4. If the grievance has not been satisfactorily resolved at any step, either party may, within five (5) days, request mediation as provided for in this Article.

3.5. Time limits may be waived or extended by written mutual agreement of both parties.

Section 3.6. Grievance Withdrawal. A grievance may be withdrawn in writing at any time by the Union.

Section 4. Grievance Steps

4.1. Informal Discussion. The parties support the resolution of problems at the lowest possible level and to that end encourage informal discussions to reach resolution as soon as possible after becoming aware of a problem. Prior to filing a grievance, the aggrieved party may meet with her/his immediate supervisor to attempt to understand and resolve the issue. If requested by the Extension Lecturer(s), a Union representative may be invited to attend the discussion by the aggrieved party. An Extension Lecturer can enter into a discussion regarding resolution of a problem without intervention of the Union provided that the resolution reached is not inconsistent with the terms of this Agreement and that the Union is notified and given the opportunity to be present at the settlement. During the time such discussions are taking place, the twenty one (21) day limitation for filing a grievance shall be in effect unless an extension is agreed to in writing or extended verbally and confirmed in writing. These discussions shall *not* constitute a Step 1 grievance.

4.2. Step 1. If a grievance cannot be remedied informally, it will be handled as follows:

a. A grievance must be filed in writing by the Union via email, including all attachments, with same-day mailing/hand delivery of the original documents, including all attachments with the Senior Director of IELP, with a copy to the University's Director of Labor Relations and UW Educational Outreach Human Resources. The grievance will state the specific and pertinent facts of the case, including the section(s) of the Agreement allegedly violated and the remedy or desired outcome that is requested. The date of filing is the date the grievance is received by the Senior Director of IELP.

b. The grievant and the Union shall meet with the Senior Director (or designee) and any

1 appropriate University representatives within fourteen (14) days to discuss the grievance. The
2 Union will be notified in advance of the meeting who the University anticipates will be in
3 attendance.

4
5 **c.** The Senior Director (or designee) shall provide the grievant and the Union with a written
6 response to the grievance within seven (7) days of the Step 1 meeting. The response shall
7 include the reasons upon which the decision was based.

8
9 **4.3. Grievance Mediation (Optional Step).** Grievance mediation is an optional and voluntary
10 part of the grievance resolution process. It is a supplement to, not a substitute for, grievance
11 arbitration. When both parties have agreed to grievance mediation, the contractual time limit for
12 moving the grievance to arbitration shall be suspended for the period of mediation.

13
14 **4.3.1.** If the grievance has not been satisfactorily resolved at any step prior to arbitration, either
15 party may, within five (5) days of the written decision, request mediation. Both parties must
16 agree to the mediation and then submit a joint request to Public Employment Relations
17 Commission (PERC) for the assignment of a mediator. Grievance mediation must be
18 completed within twenty-five (25) days of the request. The twenty-five (25) day timeline may
19 only be extended by mutual consent. If the parties do not agree to a time extension, the
20 mediation request shall be withdrawn and the grievance process shall be resumed.

21
22 **4.3.2.** The grievance mediation process shall be informal. No formal record shall be made of
23 the proceeding. Both sides shall be provided ample opportunity to present evidence and
24 arguments to support their cases. The mediator may meet with the parties in joint or separate
25 caucuses.

26
27 **4.3.3.** At the request of both parties, the mediator shall issue a recommendation for settlement.
28 Either party may request that the mediator assess how an arbitrator might rule in this case.

29
30 **4.3.4.** The grievant shall be present at the grievance mediation proceeding. If the grievance is
31 resolved, the parties shall sign an agreement indicating the terms of the settlement.

32
33 **4.3.5.** If the grievance is not resolved and is subsequently moved to arbitration, the mediation
34 shall be *de novo*. Nothing said or done by the parties or the mediator during grievance

1 mediation with respect to their positions concerning resolution or offers of settlement may be
2 used or referred to during arbitration.

3
4 **4.4. Step 2.** If no settlement is reached at Step 1, the Union may advance the grievance to
5 Step 2 by submitting a written statement of the grievance via email, including all attachments,
6 with same-day mailing/hand delivery of the original documents, including all attachments to the
7 Vice Provost of Educational Outreach with a copy sent to the Director of Labor Relations, the
8 Senior Director of International & English Language Programs, and UW Educational Outreach
9 Human Resources within seven (7) days after receipt of the written Step 1 response. The Union
10 recognizes that the University may choose to designate other appropriate University personnel
11 to represent the University for a Step 2 appeal. The Vice Provost of Educational Outreach or
12 designee and the Director of Labor Relations or designee shall meet with the Union and the
13 grievant within fourteen (14) days of receiving the Step 2 appeal, and respond in writing to the
14 grievance within seven (7) days of the meeting. The requirement of a meeting may be waived
15 by mutual agreement.

16
17 **4.5. Step 3 (Arbitration).** If Step 2 fails to resolve the grievance, the Union may, within
18 fourteen (14) days of receiving the written Step 2 response, submit the grievance to the
19 American Arbitration Association for arbitration under their voluntary labor arbitration rules and
20 within the following guidelines:

21
22 **4.5.1.** The arbitrator shall have no power to modify, add to, subtract from, or disregard any of
23 the terms and conditions of this Agreement.

24
25 **4.5.2.** The arbitrator's decision shall be final and binding on all parties.

26
27 **4.5.3.** The expenses and fees of the arbitrator will be shared equally by the Union and the
28 University. However, if the arbitration hearing or conference is canceled or postponed because
29 of one party, that party shall bear the cost of the cancellation or postponement.
30 Each party will pay its own fees and expenses in presenting its case, including the costs of legal
31 representation.

32
33 **Section 5. Information.**

1 **5.1.** All data, records, and information necessary to the processing of a grievance shall be made
2 available in a timely and expeditious manner.

3
4 **5.2.** Grievance documents shall be maintained separately from employee personnel files. To the
5 extent possible, employee personnel files will reflect the final outcome of a grievance and any
6 actions taken as a result thereof.

7 8 **Article 8: Management Rights**

9 **Section 1.** Management of the University is vested exclusively in the University. Except as
10 otherwise provided in this Agreement, the management rights of the University include, but are
11 not limited to, the right to the following:

- 12 • to establish, plan, direct and control the University's missions, programs, objectives,
13 activities, resources and priorities;
- 14 • to establish, revise and administer procedures, reasonable rules and regulations, and
15 direct and control University operations;
- 16 • to alter, extend, or discontinue existing equipment, facilities, programs and location of
17 operations;
- 18 • to determine the allocation of all financial and other resources;
- 19 • to determine or modify the number, qualifications, scheduling, responsibilities and
20 assignment of Extension Lecturers;
- 21 • to evaluate the performance of Extension Lecturers;
- 22 • to work with Extension Lecturers to define criteria for performance expectations;
- 23 • to establish, maintain, modify or enforce standards of performance, conduct, order and
24 safety;
- 25 • to apply corrective or disciplinary action or dismiss for just cause;
- 26 • to establish or modify the academic calendars, including holidays and holiday
27 scheduling; to assign work locations; and schedule teaching assignments;
- 28 • to recruit, select, hire, transfer; lay-off, promote, reassign, train and further to determine
29 qualifications of Extension Lecturers.

30 **Section 2.** Management has the authority to make final decisions to ensure that courses are
31 taught in such a way as to retain the integrity of the curriculum and program standards.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29

Article 9: Hiring List

Section 1. Definition. The Hiring List is a list of Extension Lecturers in good standing, to include annual contract holders and quarterly contract holders. See Article 6 for Extension Lecturers in the Probationary Period.

1.1. Annual contract holders have a 9-month contract, the option to work in Summer Quarter (2.5 month contract), and may accept an additional teaching assignment (not to exceed a total teaching assignment of 20 contact hours per week) if available and offered by Management, and approved by Academic HR.

1.2. Quarterly contract holders have a 3-month contract period and have the option to work in Summer Quarter (2.5 month contract).

1.3. All Summer Quarter Appointments are 2.5 month quarterly contracts and placement is determined by the Preference Sheet, required experience and the Hiring Lists.

Section 2. Initial Placement. The current order of Extension Lecturers with annual contracts on the Seniority List as of May 15, 2014 shall be retained for those on the new Hiring List. Extension Lecturers added to the annual contract hiring list in the future will be by order of date of joining the list. Quarterly contracts will be ordered by the date Extension Lecturers are hired to the quarterly pool after the probationary period.

Section 3: Annual contracts.

3.1. Annual contracts for the first academic year following ratification of this contract will be offered to current annual contract holders and individuals on the seniority list who meet the requirements of 3.3 below.

3.2 Annual contracts will be awarded to 75% of the pool of IELP Extension Lecturers, provided they are eligible.

3.3. For the academic year beginning Autumn, 2014, and thereafter, a selection committee of three (3) Extension Lecturers and two (2) directors will meet to make recommendations for annual appointments for those who are not already annual contract holders from applications of interested teachers, based on the following criteria:

- agree to work 100% FTE per quarter, except by agreement with the Senior Director;

- 1 • have passed the probationary period;
- 2 • have more than four (4) years of IELP teaching experience. (The Senior Director,
3 with recommendation from a hiring committee, may accept teaching equivalency
4 outside IELP for this criterion.);
- 5 • have fulfilled the Core Job Responsibilities of Article 16.1.2, and Article 19;
- 6 • have the recommendation of one of their program's directors.

7

8 **3.4 Removal from the Annual Contract Hiring List**, except for reasons in Article 10, shall be
9 for just cause, which may include not performing Core Job Responsibilities as outlined in Article
10 16.1.2, unsuccessful completion of a formal performance improvement plan, or lack of service to
11 the program.

12 3.5 If the selection committee for annual appointments (Section 3.3) recommends a new hire
13 from outside the bargaining unit, that individual is subject to Article 6 Probationary Period.

14 **Section 4: Quarterly Appointments.** Quarterly appointments will be awarded after annual
15 contracts have been awarded. Awarding of quarterly contracts will be made by the Senior
16 Director of IELP.

17 **Section 5. Breaks in Service.** If an Extension Lecturer is on an approved Leave of Absence
18 without Pay for not more than two (2) years, the Extension Lecturer shall retain their position on
19 the Hiring List.

20 **Section 6. Return Rights.** If an Extension Lecturer on the Hiring List takes an administrative
21 position within IELP or UWEO, s/he has the right to return to the same position on the Hiring List
22 in the event of a return to teaching.

23

1 **Article 10: Separations**

2 **Section 1. Layoffs.** Extension Lecturers are assigned teaching hours based on their position
3 on the Hiring List. When enrollments are not sufficient to support all Extension Lecturers, the
4 order of contracts assigned is annual contract holders and quarterly contract holders.

5 **1.1.** The Employer, with copy to the Union, will notify impacted Extension Lecturers of layoff.
6 Extension Lecturers subject to layoff shall be paid through the end of the current quarter.

7 **1.2.** If a downturn in employment of more than 15% is anticipated in an upcoming quarter, the
8 Senior Director (or her/his designee) will meet with the Union to discuss supporting reasons for
9 the layoffs and whether or not those layoffs can be mitigated with other options such as job
10 sharing, voluntary reduced work hours or voluntary leaves without pay.

11 **1.3.** Decisions made by the Employer regarding the number of layoffs are not subject to
12 grievance and arbitration.

13 **1.4.** Management will consider an alternative proposal to a layoff plan if submitted by the Union
14 with enough time before the layoff for Management to reasonably review and implement the
15 proposal.

16 **Section 2. Resignations.** Resignations, including retirement, must be submitted in writing with
17 original signature to the IELP Senior Director. The Senior Director may permit withdrawal of a
18 resignation within seven (7) calendar days. If a resignation is conveyed orally, the IELP Senior
19 Director may confirm same in writing; the Extension Lecturer then has ten (10) calendar days to
20 rescind the oral resignation. After ten (10) calendar days, the Extension Lecturer shall be
21 deemed to have resigned.

22
23 **A Article 11: Reassigned Time, Lead Teacher and Specialist Positions**

24 **Section 1. Reassigned Time.** Extension Lecturers may be appointed to reassigned time
25 projects in lieu of classroom teaching, (e.g., materials development, research projects related to
26 teaching, or curriculum development). Management-directed reassignment positions will be
27 advertised, including the requirements of the position and the period of the assignment. As
28 requested by the Union, the employer shall provide documentation outlining the duties
29 assigned.

1 **1.1.** At the sole discretion of the Senior Director, reassigned positions may be revoked at the
2 end of any quarter of the fixed or ongoing appointment.

3 **Section 2. Lead Teachers.** Based on program needs, the Employer may establish a number
4 of Lead Teacher positions. Generally, the role of a Lead Teacher is to maintain consistent
5 course outcomes, provide instructional support, and contribute to development of the
6 curriculum. A Lead Teacher may be responsible for a single course or a set of courses. The
7 appointment is for a fixed term. The Lead Teacher is expected to teach the course or courses
8 s/he is leading. A Lead Teacher may re-apply for the same or another Lead Teacher position at
9 the end of their appointment.

10 **Section 3. Specialist Positions.** Specialist Positions fill special needs within the department.
11 Examples of special needs include the following:

- 12 • Specialized knowledge, skills or abilities
- 13 • Long-term commitment to a program or course to ensure consistency
- 14 • Teaching at a remote site
- 15 • Teaching in a program with a schedule different from the regular quarterly schedule
- 16 • Client driven programs

17 Specialist Positions have a fixed duration. Holders of a Specialist Position may re-apply for the
18 position at the end of their term.

19 **3.1.** In the event of a downturn in enrollment in a program where there is more than one
20 Specialist Position holder, the holders will be removed from the assignment in reverse order of
21 initial assignment date to the position. If more than one holder has the same assignment date,
22 the removal will be based on their date listed on the Hiring List (Article 9). If enrollments
23 increase, the Specialist Position holders will be brought back to complete their initial
24 assignments in reverse order of removal.

25 **Section 4. Selection.** When a Reassigned Time, Lead Teacher, or Specialist Position
26 becomes available, it will be advertised to the Department via the established communication
27 channels such as the Department listservs. The announcement will include the description, the
28 term of the appointment, and the process for application. Selection for a position will be made
29 by the hiring manager with input from a committee composed of both administrators and
30 Extension Lecturer(s). The call for volunteers to serve on the selection committee may be made
31 before the application deadline for the position. If after a call for volunteers to serve on a

1 committee has no response within five work days—and the Union representative or designee is
2 not available—the hiring manager may form the committee without an Extension Lecturer
3 representative.

4 **4.1.** Master Teacher, Lead Teacher, Specialist Positions and other reassigned time positions
5 are available to annual contract holders only. If annual contract holders do not volunteer for
6 Master Teacher, Lead Teacher, Specialist Positions and other reassigned time positions,
7 management will assign the work to a current annual contract holder. International Specialized
8 Programs (ISP) and some specialized positions are an exception; if annual contract holders do
9 not volunteer for this work, then these positions will be opened to quarterly and other non-
10 UWEO instructors. In the event it is necessary to hire someone who is not currently an
11 employed Extension Lecturer, the new hire shall be subject to the terms and conditions of this
12 Agreement, unless they are otherwise exempt from this Agreement.

13 **4.2.** When an Extension Lecturer takes leave during a Reassigned Time, Lead Teacher, or
14 Specialist Position, the leave will not extend the term of the appointment, and the Supervising
15 Director may reassign the position to another Extension Lecturer for the remainder of the
16 appointment.

17 **Section 5.** A Lead Teacher shall receive additional compensation as determined in Article 21,
18 Section 2, for the duration of her/his term. At the discretion of the Senior Director and UW
19 Academic Human Resources, a Reassigned Time or Specialist Position holder may also receive
20 Excess Compensation.

21

22 **Article 12: University Suspended Operations**

23 **Section 1. Class Cancellation.** In the event that the University temporarily cancels classes
24 due to inclement weather, or for other reasons, Extension Lecturers will not be required to make
25 up classes but will cover the missed material in other ways.

26 **Section 2. Exceptions.** If client contract language requires the University to perform a defined
27 number of hours or days, these programs are an exception to Article 12, Section 1. Extension
28 Lecturers will not be asked to make up in-person work on weekends, evenings, or holidays
29 unless the individual program impacted holds class during those times.

1 **Section 3. Force Majeure.** In the event that the University suspends operations due to an
2 extraordinary occurrence or circumstance that is beyond the control of the parties, such as a
3 natural disaster or an act of war, the parties will jointly discuss the appropriate course of action
4 with regard to this Article.

6 **Article 13: Personnel Files**

7 **Section 1. Content.** The UWEO personnel file includes a Head File and an Annual File. The
8 Head File includes such documents as leave records, the original application materials, and
9 notice letters from Management to the Extension Lecturer. The Annual File includes such
10 documents as instructor/course evaluations, the PAS report, commendation letters, and related
11 documentation regarding annual performance. Adverse material, including complaints,
12 warnings, disciplinary letters and performance expectation letters, will be placed in the Annual
13 File; a copy will be forwarded to the Extension Lecturer at the time the material is included in the
14 file.

15 **Section 2. Right to Access.** Extension Lecturers have the right to examine all materials in
16 their files that are not non-disclosable pursuant to state and/or federal laws, and, upon written
17 request to UWEO HR, will be provided a copy of any materials in those files. The personnel file
18 will be made available for review by the Extension Lecturer and/or the Extension Lecturer's
19 designated person upon written request to UWEO HR within three (3) workdays of the request.

20 **Section 3. Confidentiality.** Subject to legitimate business purposes and state and/or federal
21 laws, the Employer will maintain the confidentiality of all materials in an individual's personnel
22 file.

23 **Section 4. Retention.** The Annual File will be returned to the individual after the file is three
24 (3) years old. Materials removed from an Extension Lecturer's UWEO personnel file may be
25 archived outside of the UWEO personnel file for a longer period of time in accordance with
26 applicable records retention schedules. Materials archived may be subject to public records
27 requests and may be subject to use in any legal action. During the 3-year cycle, Extension
28 Lecturers have the right to request the removal or correction of materials from their Annual File,
29 and may provide a written rebuttal to any information in the files that s/he considers
30 objectionable. Management will attach the rebuttal to the relevant document.

31

1 **Article 14: Corrective Action/Formal Discipline**

2 **Section 1. Just Cause.** Disciplinary measures, up to and including dismissal, shall only be
3 administered for “just cause”. The corrective action process will be considered to incorporate the
4 concept of progressive action while providing a positive method for improvement rather than
5 punitive action. The University will determine the specific step at which the process begins
6 based on the nature and severity of the problem.

7
8 **Section 2. Representation / Weingarten Rights.** Employees shall have the right to have a
9 Union representative present at any meeting or conference with a supervisor or administrator
10 when they have a reasonable belief that they 1) may be subject to disciplinary action or 2) the
11 results of the meeting/conference may adversely affect their conditions of employment. When
12 an employee requests a representative, it shall be the employee’s responsibility to contact a
13 representative of their choosing. The role of the representative will be to assist and counsel the
14 employee; the decision to secure a representative by an employee shall not unduly delay any
15 meeting, conference or investigation. The representative will not interfere with the Employer’s
16 ability to conduct an investigation. Nothing herein shall be construed to preclude the supervisor
17 or administrator from formally meeting, counseling, and consulting with an employee.

18
19 **Section 3. Corrective Measures and Formal Disciplinary Actions**

20 **3.1 Informal Counseling.** Informal counseling is defined as counsel or guidance provided by
21 the supervisor to the employee in an effort to avert disciplinary action. Informal counseling may
22 include in order of usual progression: 1) Verbal Warning and 2) Written Warning. Informal
23 counseling is not grievable and will be documented in the Annual File (see Article 13 Section 1).
24 The warning may be removed from the Annual file provided that in the supervisor’s sole
25 discretion the reason for the informal counseling has been resolved.

26
27 **3.2. Formal Discipline.** Formal disciplinary actions shall be administered for just cause and
28 include written reprimands, suspension, or dismissal.

29
30 **3.3. Records of Discipline.** An Extension Lecturer may request the early removal of disciplinary
31 materials from her/his department Annual file. If the request is denied, the Extension Lecturer will
32 be given a written reason for the denial. Once disciplinary materials are removed from an
33 Extension Lecturer’s annual file, they will not be used in any subsequent adverse action against
34 the Extension Lecturer.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

Section 4. Job Performance. An Extension Lecturer’s less than satisfactory job performance may be just cause for discipline, up to and including dismissal, without necessarily involving any act of wrongful misconduct. Formal discipline based on job performance shall be preceded by a performance improvement plan or similar documented effort to help the Extension Lecturer improve performance.

Section 5. Notice of Investigation. Management may require an Extension Lecturer’s attendance at a meeting for the purposes of 1) notifying the Extension Lecturer of an investigation; and 2) investigating alleged actions or inactions that may be subject to discipline. Notification of any such meeting to the Extension Lecturer shall be in writing and shall contain at a minimum the reason for the meeting, including the time, date and location of the meeting and notification of the Extension Lecturer’s right to representation. Such meetings will be held on paid time and the Extension Lecturer shall be given an opportunity to retain a representative prior to the meeting being held.

Section 6. Timely Investigations. If an allegation of misconduct or a complaint made against an Extension Lecturer will result in an investigation by Management, the investigation will be conducted in a timely manner.

The Extension Lecturer will be informed of the investigation within thirty (30) calendar days from the date Management became aware of the incident giving rise to an investigation. If investigations are not initiated within sixty (60) days of Management becoming aware of an incident, the incident shall be dismissed. The Extension Lecturer shall be notified within thirty (30) calendar days of the results of the investigation and Management’s intent to take further action, if any.

Section 7. Grievance of Formal Disciplinary Action. The Union shall have the right to grieve any formal disciplinary action. Any such grievance shall be presented to Management in writing within thirty (30) calendar days of the date discipline was imposed and if not presented within such period, the right to file a grievance shall be waived. Should the Union decide to grieve a formal disciplinary action, it shall be filed at Step 2 of the grievance procedure.

1 **Article 15: Leaves of Absence**

2 **Section 1. Absences during Registration.** A maximum of two Extension Lecturers will be
3 given permission to be absent with pay from Week 0 duties for non-emergency reasons during
4 each academic quarter. Priority is given to those who are first to make the request. Extension
5 Lecturers who are absent during Week 0 may be asked to account for their time in lieu of Week
6 0 duties by evaluating tests or performing other duties as assigned. This does not preclude
7 additional Extension Lecturers from being granted pre-approval to be absent without pay.

8 **Section 2. Civil Duty Leave.** Extension Lecturers are eligible for paid leave to serve on a jury
9 or to exercise other subpoenaed civil duties. In order to be approved, Extension Lecturers must
10 submit their request for Civil Duty Leave to the Senior Director of IELP via email as soon as they
11 receive notice from the court and then provide documentation from the court that they served
12 during the period requested.

13 **Section 3. Sick Leave.**

14 **3.1.** Extension Lecturers are eligible to use up to ninety (90) calendar days of paid sick leave
15 per academic year (July 1 – June 30). Extension Lecturers must complete the required
16 application form and provide requested documentation from their health care provider. Sick
17 leave is not accruable and is counted in whole day increments only and not hours. If the
18 Extension Lecturer is eligible for FMLA, and if it has not been exhausted, FMLA will run
19 concurrently with paid sick leave.

20 **3.2.** If an Extension Lecturer is absent from work due to a medically-related emergency or
21 bereavement for a period not to exceed five days, this is not considered sick leave and therefore
22 not deducted as such. Substitutes will be provided whenever possible and the Extension
23 Lecturer must notify Management at the earliest possible time in case of absence.
24

25 **Section 4. Family Care Leave (FCL).** Extension Lecturers may use available sick leave to
26 care for a family member, subject to providing the requisite documentation.

27 If the Extension Lecturer is eligible for FMLA, and if it has not been exhausted, FMLA will run
28 concurrently with Family Care Leave.

29 **4.1.** Emergency child care is not recorded or deducted by the University as long as the
30 frequency is not in excess of one day per month. Substitutes will be provided whenever

1 possible and the Extension Lecturer must notify Management at the earliest possible time in
2 case of absence.

3 **Section 5. Family Medical Leave Act (FMLA).** The Employer agrees to comply with the
4 provisions of the Family Medical Leave Act. Currently, entitlement to FMLA is calculated on an
5 academic year basis. Commencing in either 2015 or 2016, FMLA entitlement will be calculated
6 on a rolling backward basis. The Union will be notified of the implementation of this change at
7 least sixty (60) days beforehand but there will be no impact bargaining prior to the
8 implementation of this change. However, prior to any other changes to its policies and/or
9 practices with respect to FMLA (aside from changes to relevant forms on the Academic Human
10 Resources website), the Union will be notified at least sixty (60) days beforehand in order to
11 allow for impact bargaining prior to the implementation of such changes.

12
13 Extension Lecturers may use available sick leave during FMLA. To apply for FMLA and/or sick
14 leave, the Extension Lecturer must complete the applicable forms as referenced on the
15 Academic Human Resources website.

16 **Section 6. Leave of Absence Without Pay.**

17 **6.1.** Extension Lecturers with five (5) years of service after the Probationary Period may be
18 eligible for an Unpaid Professional Leave, e.g., State Department fellowships. Such leaves are
19 limited to a maximum of one (1) year. Extension Lecturers will complete the **Application for**
20 **Leave of Absence without Pay** form that is available on the Academic Human Resources
21 website. All leave requests must be submitted in writing and approved by the Senior Director of
22 IELP and Academic Human Resources.

23 **6.2.** Exceptions to the one-year limit and frequency of leaves of absence may be made at the
24 discretion of the Senior Director of IELP and Academic Human Resources.

25 **6.3.** Extension Lecturers need to advise the Senior Director of IELP by the end of week five (5)
26 of the last quarter of their leave, regarding plans to return or not return the following quarter.

27

28

29

30

1 **Article 16: Job Descriptions/Workload**

2 **Section 1. Job Description.**

3 **1.1 Responsibilities.**

4 The scope of Extension Lecturer teaching is broader than conventional classroom instruction; it
5 comprises a variety of teaching formats and media.

6 **1.2 Core Job Responsibilities.**

- 7 • Teach assigned classes at the times and places scheduled by Management;
 - 8 • Provide administration and students with a syllabus, consistent with the Course
9 Description, for each course assigned;
 - 10 • Prepare lesson plans and materials;
 - 11 • Collaborate in the creation of exams or assessment materials as appropriate;
 - 12 • Conduct exams;
 - 13 • Correct homework and exams and evaluate student progress;
 - 14 • Conduct instructor/course evaluations;
 - 15 • Read and respond to work-related correspondence sent to @pce.uw.edu email and
16 @uw.edu email addresses;
 - 17 • Hold office hours;
 - 18 • Attend required meetings (e.g., program meetings and in-service) and events (e.g.,
19 opening and closing ceremonies);
 - 20 • Observe all program dates for reports;
 - 21 • Provide information for administrative reports (e.g., attendance, student transfers,
22 curriculum surveys, and grades);
 - 23 • Submit student grades in compliance with program requirements and within established
24 timelines;
 - 25 • Participate in program start-up duties (e.g., registration, orientation and placement);
 - 26 • Complete UW and UWEO required training (e.g., FERPA online training, Violence
27 Prevention and Response training, and Sexual Harassment Prevention training); and
 - 28 • Comply with University and UWEO policies.
- 29
30
31

1 **Section 2. Workload.**

2

3 **2.1. Schedules.**

4 **2.1.1** Quarterly Start-up Schedules: Participation in program startup duties shall be pro-rated
5 based on the number of teaching or reassigned-hours, up to a maximum of six (6) hours.

6 Exceptions to the number of hours may be made by mutual agreement by Management and the
7 Extension Lecturer.

8 **2.1.2.** Daily Schedules: Class assignments shall be given so that not more than eight (8) hours
9 per day shall elapse between the beginning of the first class and the end of the last class taught
10 by an Extension Lecturer.

11 These hours plus the number of courses taught per day may be extended per mutual
12 agreement of the Extension Lecturer and Management. Notification to the Union will be sent in
13 the form of a quarterly report.

14 **2.1.3.** Each quarter, Extension Lecturers willing to teach as a substitute will notify the substitute
15 coordinator. Classes taught as a substitute are paid at the substitute rate of pay. (See Article
16 21, Section 2.1.)

17 **2.2.** Calendar. The Senior Director or designee will meet with Union representatives during the
18 time the calendar is being developed to discuss options. The dates for all ongoing programs
19 such as IEP, AEP, Downtown programs and A-IEP shall be published at least one (1) year in
20 advance and shall be based on the University's academic calendar. The dates for new or
21 International Specialized Programs shall be communicated as far in advance as possible.

22 **2.2.1.** Program Date Changes. Changes in program dates for the IEP, AEP, Downtown
23 programs and A-IEP shall be communicated to the impacted Extension Lecturers with at least
24 two (2) weeks of advanced notice prior to the change and after the Supervising Director has met
25 with Union representatives to work on the changed dates. Management will consider an
26 alternative proposal to a calendar change if submitted in a timely manner.

27 **2.2.2.** Class Schedules. If scheduling of classes within a program needs to be altered for
28 reasons other than a change in enrollment or availability of classroom space, such changes
29 shall be communicated to the impacted Extension Lecturers with at least two (2) weeks of
30 advanced notice prior to the change.

1 **Section 3. Class Size.**

2 IELP is committed to maintaining appropriate class sizes while maintaining financial self-
3 sustainability. Supervising Directors will endeavor to keep class size at 18 or fewer
4 students. Acceptable reasons for an overload are:

- 5 • A split into two (2) sections is not possible due to lack of classroom space or a qualified
6 teacher.
- 7 • The anticipated student attrition rate is predicted to drop final enrollment back to 18 or
8 fewer students.

9 Any such overload shall be mutually agreed between the Supervising Director and the affected
10 Extension Lecturers with notice to the Union. In exceptional cases there may be a need to
11 exceed 18 students in a class for other reasons. Such exceptions may be made after
12 discussions with the Union.

13 **Section 4. Voluntary Change in Workload.** With the exception of summer quarter, Extension
14 Lecturers need to request pre-approval from the Senior Director to work less than 100% FTE (or
15 150 contact hours per quarter) or to work for other UW departments.

16

17 **Article 17: Benefits**

18 **Section. 1.** Health care benefits shall be in accordance with the Health Care Authority as
19 currently available or as modified in the future. Health care benefits, retirement benefits and
20 eligibility information for Academic Staff are maintained on the UW Benefits website. See
21 <http://www.washington.edu/admin/hr/benefits/index.html> and
22 <http://www.washington.edu/admin/hr/benefits/benefits-summaries.html> for details.

23

24 **Article 18: Professional Development**

25 **Section 1. Tuition Waivers.**

26 Extension Lecturers are state employees and are eligible to participate in tuition waivers in
27 accordance with RCW28B.25 as now or hereafter amended. Tuitions waivers are provided on
28 a “space available” basis and with the approval of the Supervising Director if the classes are
29 held during work hours. The Extension Lecturer is responsible for paying the registration fee.
30 Self-sustaining courses are exempt from tuition waiver.

31

1 1.2 When an Extension Lecturer takes a UW or UWEO course related to her/his work, costs
2 beyond the registration fee may be covered with funds provided by UWEO for professional
3 development (Section 2 below).
4

5 **Section 2. UW Educational Outreach Professional Development.**

6 As employees of Educational Outreach, Extension Lecturers who have completed the
7 probationary period may use UWEO professional development funds subject to UWEO's policy,
8 including use and amount. UWEO professional development funding may be adjusted on an
9 annual or as-needed basis as determined by the Executive Council.
10

11 **Section 3. Use of Funds.**

12 Educational Outreach will fund professional development that helps an Extension Lecturer
13 perform a current job better and grow professionally. Professional development should be
14 rooted in the need rather than the cost of training. Rather than limit the cost of the activity,
15 professional development will be funded at the rate necessary for approved training.
16

17 **3.1.** All use of professional development funds must be consistent with state regulations and
18 guidelines. Extension Lecturers are not eligible for UWEO-sponsored professional development
19 funds while on a leave of absence.
20

21 **3.2.** All use of funds must be pre-approved by the Senior Director. Without pre-approval,
22 reimbursement may be denied.
23

24 **3.3.** The Request for Professional Staff Development form allows the Extension Lecturer to
25 request funds for either coursework or conferences.
26

27 **3.4.** If funds are available, the Senior Director will need to obtain budget approval for
28 Professional Development requests exceeding \$1,000 per fiscal year (subject to change) from
29 the Vice Provost of Educational Outreach.
30

31 **3.5.** Funds can be used toward the coursework and conferences sponsored by any reputable
32 organization providing training content applicable to the development as an Extension Lecturer,
33 including the University of Washington.
34

1 **Section 4. Process.**

- 2 • Discuss professional development goals with the Extension Lecturer's Supervising
- 3 Director.
- 4 • Identify professional development needs that are related to the Extension Lecturer's
- 5 current job responsibilities.
- 6 • Return a completed copy of the Request for Staff Development Form for processing
- 7 according to the delivery instructions located on the request form.
- 8 • Extension Lecturers will receive an email confirming approval/denial and
- 9 reimbursement/payment instructions.

10
11 **Section 5. In-Service.** During Autumn and Spring Quarters, one day of classes will be
12 canceled to allow all Extension Lecturers to attend a professional in-service program. The date
13 of this professional in-service program shall be determined by Management.

14
15 **Section 6. University Affiliation.** An Extension Lecturer may use his or her work email and
16 affiliation to the University of Washington in association with professional publications, subject to
17 UW policies and state ethics laws.

18
19 **Article 19: Performance Evaluation**

20 **Section 1. Purpose.** The primary goal of performance evaluation is to provide Extension
21 Lecturers with feedback that will allow them to perform at their best in support of the IELP
22 mission of providing exemplary instruction. They will engage in an annual documented
23 discussion with the Senior Director or designee based upon the factors described below. If the
24 Director feels that an Extension Lecturer is not performing to standard, a performance
25 improvement plan can be developed.

26 **Section 2. Evaluation Process.** Extension Lecturers who have completed the Probationary
27 Period will be evaluated on the following performance factors:

- 28 a. **Student Evaluations.** Extension Lecturers must conduct the *L-form Instructor and*
29 *Course Evaluation* in every course they teach, except those courses with fewer than 15
30 classroom instructional hours or with groups of students under age 18. Other evaluation

1 forms may be substituted by an instructor with the approval of the Senior Director if the
2 L-form is not the most appropriate.

- 3 b. **Teaching Observations.** Teaching observations shall be conducted every three (3)
4 years by a program director. Extension Lecturers are expected to “meet expectations”.
- 5 c. **Required Teaching-related Responsibilities.** Participation in program operations and
6 professional relations. (See *Core Job Responsibilities*, Article 16, Section 1.2.)
- 7 d. **Performance Evaluation Reports.** Extension Lecturers who have completed the
8 Probationary Period shall submit a *Performance Appraisal System (PAS) Annual Report*
9 by the end of the annual review cycle in Autumn Quarter (Autumn of previous year
10 through Summer of current year).

11 **Section 3. Evaluation joint committee.** An evaluation committee consisting of three annual
12 contract Extension Lecturers and two directors will meet throughout the course of this contract
13 to recommend and pilot other evaluation processes and criteria that may be included in future
14 contracts. They can also consider the relationship of Article 19 to Articles 9 and 21. Any
15 recommendations from the committee for contract changes must be submitted to the Joint
16 Union-Management Committee (JUMC) for review at least six months before the expiration date
17 of this contract. The recommendations of the evaluation committee and the review by the JUMC
18 will not constitute acceptance of the language by either side.

19 **Section 4. Performance Outcome.** If an Extensions Lecturer’s evaluations show a significant
20 decrease in performance in their two-year rolling average, the Senior Director may undertake a
21 documented performance review to help the Extension Lecturer improve that performance. The
22 review will be for a specified time, not to be more than one (1) year, and will include clear
23 measurable goals and recommended training where applicable. Unsatisfactory completion of a
24 performance review can result in removal from the annual contract Hiring List as indicated in
25 Article 9.3.4 or the Extension Lecturer may become subject to the provisions of Article 14.

26 **4.1.** The contents of performance evaluations are not subject to grievance and arbitration.

27 28 **Article 20: Joint Union-Management Committee**

29 A Joint Union-Management Committee shall be formed to address issues that are not the
30 subject of an active grievance. This Committee will consist of up to three (3) individuals

1 designated by the Union and up to three (3) individuals designated by Management. Meetings
2 will be held once each quarter at mutually agreed upon times. The committee may meet more or
3 less frequently as mutually agreed between the parties. Agendas shall be agreed upon at least
4 five (5) business days prior to the meeting.

5

6

Article 21: Compensation

7 **Section 1. Salary.** Full-time and regular part-time Extension Lecturers shall be paid a monthly
8 salary on the published payroll dates corresponding to the defined contract period. For
9 Extension Lecturers who work more or less than a full-time load as defined in Article 2, monthly
10 salaries shall be pro-rated accordingly.

11 **Section 2. Additional Compensation.** Additional compensation may be given to full-time
12 Extension Lecturers who occasionally assume additional teaching assignments and/or other
13 duties at the request of Management. The rates below are only for additional work; nothing in
14 this section affects IELP Extension Lecturers' status as salaried employees. Management will
15 decide who is assigned any additional work and the limits as to each assignment.

16 **2.1.** Although the rates below indicate that some activities are paid at an hourly rate, those
17 activities will be advertised for a lump-sum amount set at a competitive rate of pay and will be
18 paid across the corresponding pay periods as advertised. The lump-sum amount will not be
19 adjusted if it takes more or less time for the individual to accomplish the desired outcomes or
20 complete the task.

- 21 • Substitute Teaching: \$70 per hour. Autumn, Winter, and Spring Quarter classes are
22 based on a 60 minute reported time period on the timesheet (50 minute class period,
23 plus 10 minutes pre-class preparation or post-class Q&A). Summer Quarter classes are
24 based on a 70 minute reported time period on the timesheet (60 minute class period,
25 plus 10 minutes pre-class preparation or post-class Q&A).
- 26 • Test Proctoring: \$35 per hour
- 27 • Test Rating: \$70 per hour
 - 28 ○ ITA appeals sessions are paid in increments of 3 (i.e., \$70 for 1-3 appeals, \$140
29 for 4-6 appeals, \$210 for 7-9 appeals, etc.)
 - 30 ○ AEP placement exam ratings are paid in the following increments: \$35 for 1-4
31 exams, \$70 for 5-8 exams, \$105 for 9-12 exams, \$140 for 13-16 exams, \$175 for

1 17-20 exams, \$210 for 21-24 exams, \$245 for 25-28 exams, \$280 for 29-32
2 exams, etc.

- 3 ○ IEP placement exam ratings are paid in the following increments: \$35 for 1-5
4 exams, \$70 for 6-10 exams, \$105 for 11-15 exams, \$140 for 16-20 exams, \$175
5 for 21-25 exams, \$210 for 26-30 exams, \$245 for 31-35 exams, \$280 for 36-40
6 exams, etc.

- 7 ○ ENGL 105 Final Exam rating: \$140 per class session.

- 8 ● BEIC Interviews: \$35 per interview when performed by an IELP Extension Lecturer.

- 9 ● A lecture or presentation given in Campus IEP, AEP, Specialized Programs, A-IEP and
10 Downtown Programs classes is based on the hourly teaching rate as follows:

- 11 ○ A lecture or presentation prepared in advance for one class period (or hour):
12 \$140.

- 13 ○ A videotaped exam lecture prepared in advance: \$140.

- 14 ○ A lecture or presentation prepared in advance for half a class period (or 30
15 minutes): \$70.

- 16 ○ A non-prepared Q&A session for one class period (or hour): \$70.

- 17 ○ Participation in a Q&A panel with two participants for one class period (or hour):
18 \$35.

- 19 ○ Participation in a Q&A panel with more than two participants for one class period
20 (or hour): \$17.50.

- 21 ● A lecture or presentation prepared in advance and including Q&A given in I-TEFL or any
22 other English Language Teacher training program: \$195 for 60 minutes; \$260 for 90
23 minutes; \$390 for 120 minutes.

- 24 ● Non-curricular projects: \$35 per hour (e.g., taking an inventory and re-shelving IELP
25 library materials, contributing to CEA reports, additional registration duties, manual
26 revision, and program reports).

- 27 ● Curriculum Development: individual's own hourly rate equivalent, not to exceed a
28 combined 125% FTE.

29 For curriculum development projects, an individual's hourly rate of pay equivalent is calculated
30 by dividing the regular monthly salary by 50 (e.g., $\$3600 \div 50 = \72).

31 The UW will consult with the Union if future project work does not fit into one of the categories
32 above.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

2.2. Lead Teacher Pay is \$1250/quarter.

Section 3. Initial Base Salary Increase. All employees subject to this agreement will receive a base salary increase effective on the first day of the first full pay period following ratification of this agreement. This will occur as follows:

The minimum base salary for Extension Lecturers is \$3600/month.

The base salary for Extension Lecturers with an initial hire date in the period 2002-2007 is \$3700/month.

The base salary for Extension Lecturers with an initial hire date in the period 1996-2001 is \$3900/month.

Extension Lecturers with an initial hire date of 1995 or before will receive the base salary of \$4000/month or \$285 in addition to their current base, whichever is greater.

3.1. On July 1, 2014, Extension Lecturers will receive a 2% base salary increase.

3.2. Currently employed Extension Lecturers who were on payroll in Autumn Quarter 2013 will receive a one-time lump sum payment to reflect money allocated for 2013-2014 academic year salary increases and not spent. This amount will be pro-rated for those Extension Lecturers who worked less than 100% FTE in Autumn, Winter or Spring Quarters.

Section 4. Performance-Based Base Salary Increases. After 2014, UWEO will tie the allocation and effective date for performance-based base salary increases for Extension Lecturers to professional staff each year of the contract period. Base salary increases will be awarded only when the University has approved salary increases for professional staff with appropriate approvals and authorization from the University of Washington Board of Regents.

4.1. The Employer will assign performance-based pay by placing individual Extension Lecturers in one (1) of three (3) tiers: a top tier of the highest scores receiving the highest merit increase; a middle tier - the majority - who receive the next highest average merit increase; and a bottom tier of the lowest scores receiving the lowest merit increases. Decisions regarding specific salary increases for Extension Lecturers will be made by the Employer and are not subject to grievance.

1 **Section 5. Salary Increase Eligibility.** In addition to the conditions outlined in Section 4,
2 Extension Lecturers with letters of appointment are eligible for performance-based
3 consideration if they have successfully performed all of the following:

- 4 • completed the Probationary Period;
- 5 • worked 50% or more per quarter for three (3) of four (4) quarters during the annual
6 review cycle (autumn of the previous year through summer of current year) in English
7 language-related programs within UWEO or in programs outside IELP that were
8 approved in advance for performance-based consideration by the Employer;
- 9 • submitted a (PAS) annual report;
- 10 • met minimum performance-based standards as defined in Article 16, 1.2 and Article 19;
11 and
- 12 • conducted the L-form Instructor and Course Evaluation in every course, except those
13 with fewer than 15 total classroom instructional hours or with groups of students under
14 the age of 18.

15
16 Fellowship and Fulbright-type programs do not count towards the requirement to work a 50% or
17 more FTE per quarter in three (3) of four (4) quarters during the same annual review cycle.
18 Approved medical and parental leaves of absence do not adversely impact an Extension
19 Lecturer's eligibility or salary tier.

20 **Section 6. Initial Base Salary Determination upon Hire.** The appropriate base salary for a
21 new Extension Lecturer will be based on the new instructor's training and experience and will be
22 determined by the Employer. The minimum base salary for full-time and regular part-time
23 Extension Lecturers is \$3600/month.

IELP Pay Tiers

Years of Experience	Minimum Monthly Salary
15+ years	\$3,900
10-15 years	\$3,700
0-10 years	\$3,600

24

1 **Section 7. Retention Salary Adjustments.** At the sole discretion of the Employer, salary
2 adjustments for the bargaining unit may be made to address issues related to retention.

3 **Section 8. Salary Freeze.** If no funds have been allocated for salary increases, the first
4 performance-based salary increase following the salary freeze will reflect up to three (3) years
5 of performance evaluations, if applicable, and prior year eligibility (defined in Article 21, Section
6 5), if applicable. An Extension Lecturer who does not meet current eligibility (defined in Article
7 21, Section 5) may still be eligible for a performance-base salary increase due to prior year
8 eligibility and performance during the salary freeze.

9 **Section 9. Summer Quarter.** Annual contract holders who have worked 450 or more contact
10 hours over the current academic year (consisting of autumn, winter, and spring quarters) are
11 eligible for the summer premium rate of pay. The premium rate is equal to 1.20 of the Extension
12 Lecturer's monthly base rate of pay and will be dispersed equally across summer quarter pay
13 periods.

14

15 **Article 22: Complete Agreement and Conformity to Law**

16 **Section 1. Complete agreement.** Except as required in Section 2 and Section 3 below, or as
17 mandated by PERC, neither party shall be required to bargain during the term of this Agreement
18 with respect to any subject or matter that is referred to or covered in this Agreement.

19 **Section 2. Modification.** Any extension or other modification of this Agreement must be in
20 writing, signed by both parties.

21 **Section 3. Non waiver of rights.** This Agreement does not waive the rights of the Union to
22 compel the University to bargain mandatory subjects of bargaining or to demand to bargain the
23 impact of permissive subjects of bargaining.

24 **Section 4. Conformity to law.** Both parties believe that all provisions of this Agreement are
25 lawful. However, if any provision, or any application of this Agreement to any employee or
26 group of employees, is found to be unlawful in a final decision of a court of competent
27 jurisdiction, the parties shall commence negotiations within thirty (30) days on replacement
28 language. All other provisions or applications of the Agreement shall continue in full force and
29 effect.

30

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15

Article 23: Successor Agreement

Either party may notify the other, in writing, of their intent to open bargaining on a successor agreement not less than sixty (60) days prior to the expiration date of the current Agreement.

Article 24: Duration

Term: This Agreement shall be effective the 1st day of July, 2014 and shall remain in full force and effect through the 30th day of June, 2017.

Items in this agreement will not be back dated to precede the effective date.

Article 25: Academic Freedom

The University supports academic freedom, within the law. Academic Freedom implies freedom of discussion and teaching methods in the classroom. The content of Extension Lecturers' courses and the manner in which they conduct them should be appropriate and respectful to the needs of international students and clients.

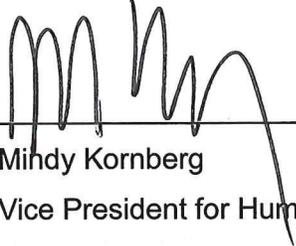
1
2

Signatories

Executed this date _____ for and on behalf of:

For the University of Washington

**For AFT-UW English Language
Faculty, Local 6486**



Mindy Kornberg
Vice President for Human Resources

9/2/14
Date



Richard Moore
President

8/15/14
Date

3
4
5
6
7

Approved as to form only:
 → AAG 9/2/14