

University of Washington – AFT – UWELF 6486

03/05/19 – 06/30/21 Collective Bargaining Agreement Summary

This summary is provided by the Employer in accordance with RCW 43.88.583. Please note that this is a summary only, and is not intended to be a substitute for reviewing the complete contract. This summary was drafted upon ratification, so please consult the main PDF contract on the LR website for the most up to date contract version.

Information Requested	Responsive Information
The term of the agreement	March 5, 2019 – June 30, 2021
The bargaining units covered by the agreement by state agency	American Federation of Teachers – UW English Language Faculty Local 6486
Base compensation	Article 21 - Compensation
Provisions for and rate of overtime pay	N/A
Provisions for and rate of compensatory time	N/A
Provisions for and rate of any other compensation including, but not limited to, shift premium pay, on-call pay, stand-by pay, assignment pay, special pay, or employer-provided housing or meals	<ul style="list-style-type: none"> • Article 9 – Work Assignment Roster • Article 21 – Compensation • MOU A – Wages
Provisions for and rate of pay for each paid leave provision	<ul style="list-style-type: none"> • Article 11 - Reassigned Time, Lead Teacher and Specialist Positions • Article 15 – Leaves of • Absence
Provisions for and rate of pay for any cash out provisions for compensatory time or paid leave	N/A
Temporary layoff provision	N/A
Any impasse procedure subject to bargaining	N/A
Health care benefits provisions expressed as a percentage of cost or as a dollar amount, or in the case of contributions to a third-party benefit fund, the hourly contribution rate to the fund	Article 17 - Benefits

Information Requested	Responsive Information
Any retirement benefit subject to bargaining, or in the case of contributions to a third-party benefit fund, the hourly contribution rate to the fund	Article 17 - Benefits
For compensation or fringe benefits with an anticipated cost of fifty thousand dollars or more, a brief description of each component and its cost that comprises the amount funded by the legislature to implement in accordance with RCW 41.80.010(3)	N/A This collective bargaining agreement was not submitted to the legislature for funding.
Number of bargaining unit members covered by the agreement as of the date submitted to the office of financial management	33
Content of any agency-specific supplemental agreements affecting (a) through (m) of this subsection	N/A
Any contract provisions that allow the contract to be reopened during the contract term	MOU A - Wages

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

March 5, 2019 through June 30, 2021

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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 Continuum College International
12 & English Language Programs (IELP) 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 **2.1. Full-time Load.** A full-time load (i.e., 100 percent FTE) is defined as a maximum of 150
18 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 **2.2. Teaching Appointments.** The term Appointment is defined as the type of contract an
22 Extension Lecturer receives as listed in Article 9.

23 **2.3. Extension Lecturer.** The term Extension Lecturer is defined as University of Washington
24 Continuum College (hereinafter referred to as UWC²), International & English Language
25 Programs Extension Lecturer who teaches full-time or part-time under annual or quarterly
26 contracts. It does not include Extension Lecturers teaching in areas other than the International
27 & English Language Programs in Washington State or those teaching hourly under 33%.

28 **2.4. Director.** The term Director is a working title used to describe a professional staff
29 administrator who manages IELP programs.

- 1 **2.5. Supervising Director.** The term Supervising Director is a working title used to describe
2 the IELP director in whose programs an Extension Lecturer currently teaches the majority of
3 her/his time.
- 4 **2.6. Senior Director.** The term Senior Director is a working title used to describe the most
5 senior managerial position in UWC² IELP.
- 6 **2.7. Executive Council.** The term Executive Council is an advisory body of UWC² to the Vice
7 Provost of UWC², which consists of the Vice Provost, Assistant Vice Provosts, and Senior
8 Director-level professional staff appointed by the Vice Provost for Continuum College.
- 9 **2.8. 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 **2.9. Week 0.** The term Week 0 refers to the period before the quarter begins, which normally
13 includes such start-up activities as testing, advising, registration, orientation and opening
14 receptions.
- 15 **2.10. Family Member.** The employee's spouse or same or opposite sex domestic partner, child,
16 parent or person who acted as a parent, grandparent, grandchild, sister, or brother. Family
17 member also includes individuals in the following relationships with the employee's spouse or
18 same or opposite sex domestic partner: child, parent, or grandparent. In addition, it includes
19 those persons in a "step" relationship.
- 20 **2.11. Academic Human Resources.** Academic Human Resources is a central UW resource for
21 the recruitment, hiring, retention and promotion of academic personnel.
- 22 **2.12. Academic Staff.** Academic Personnel is defined in Administrative Policy Statement (APS)
23 40.1. Extension Lecturers are Academic Staff, which is part of Academic Personnel.
- 24 **2.13. Anniversary Date:** Anniversary Date is defined as the date on which an Extension
25 Lecturer's first contract/appointment was awarded. If an Extension Lecturer has separated from
26 employment for more than two (2) years, the Anniversary Date shall be the date the
27 employment begins upon his/her return.
- 28 **2.14. Designated Sub:** The Designated Sub's main responsibility is to provide coverage for
29 classes when a regularly assigned teacher is absent. The FTE amount of the Designated Sub

1 will remain at 50% each quarter of the academic year and 33% in summer quarter unless
2 determined by Management prior to any given quarter that there is insufficient enrollment to
3 support this FTE. If the work of the designated sub is reduced, management will notify the union
4 prior to the release of the preliminary teaching schedule.

5 **2.15. Teaching Pool:** The Teaching Pool is calculated annually in spring quarter by adding the
6 total number of hours assigned to Extension Lecturers from spring, winter, and autumn quarters
7 of the current academic year divided by nine (9).

8

9

Article 3: Union Security

10 **3.1. Dues Deduction.** Upon authorization to the Union by an individual employee to become a
11 member of the Union and pay membership dues, the University shall provide payroll deduction
12 of dues. The University will honor the terms and conditions of each employee's signed
13 membership card upon authorization by the union.

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

17 **3.2. Indemnification.** The Union and each Extension Lecturer in the bargaining unit authorizing
18 the assignment of wages for the payment of Union dues hereby undertakes to indemnify and
19 hold the University and its employees and agents harmless from all claims, demands, suits or
20 other forms of liability that may arise against the University for or on account of any deductions
21 made from the wages of such Extension Lecturers or for any action taken under this Article.

22 **3.3. Revocation.** An employee may revoke their authorization for payroll deduction of payments
23 to the Union by written notice to the Union in accordance with the terms and conditions of their
24 signed membership card. Every effort will be made to end the deduction effective on the first
25 payroll, and not later than the second payroll, after receipt by the Employer of confirmation from
26 the Union that the terms of the employee's signed membership card regarding dues deduction
27 revocation have been met.

28

Article 4: Union Rights

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

4.2. Use of University Bulletin Boards and Facilities. The Union shall have the right to use reasonable bulletin board space in each geographic location where Extension Lecturers work. The University has meeting space available, some of which is free and some of which is charged at a fee; if the Union rents meeting space for a fee, the fee will be paid for by the Union. The Union shall have the right to reasonable use of University meeting rooms for official Union meetings, provided that such usage does not interfere with the regular activities of the University; Extension Lecturers will not be released from teaching to attend Union meetings.

4.3. Minutes. The University shall continue to publish minutes of all UWC² Executive Council Meetings.

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

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

4.6. De Minimis Use and Compliance with State Ethics Laws. Extension Lecturers shall comply with University policy and state ethics laws, including the de minimis use of University and State resources as described in APS 47.2.

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

1 **4.8. Union-Related Activities.** Extension Lecturers who intend to absent themselves from
2 work for the purpose of attending and participating in Union business functions or programs
3 such as meetings, conventions, seminars, or to work for the Union on a temporary basis, may
4 do so under the following conditions:

- 5 • Receive pre-approval from the IELP Senior Director, or designee, as far in advance as
6 possible prior to the planned absence;
- 7 • Request leave of absence without pay to reflect hours out of class.

8 9 **Article 5: Non-Discrimination**

10 **5.1. Non-Discrimination.** Neither the Employer nor the Union shall discriminate against any
11 employee on the basis of race, creed, color, religion, sexual orientation, national origin, sex,
12 gender identity or expression, disability, marital status, age, or covered veteran status; this
13 includes discrimination in the form of sexual harassment. Bona fide occupational qualifications
14 are not to be considered a violation of this section.

15 **5.2. Complaints.** A discrimination complaint may be filed with the University Complaint
16 Investigation and Resolution Office. Employees may also file discrimination complaints with
17 appropriate federal or state agencies. The parties agree to encourage the filing of discrimination
18 complaints through the University Complaint Investigation and Resolution Office.

19 20 **Article 6: Probationary Period**

21 **6.1. Probationary Period Duration.** The Probationary Period begins the first quarter an
22 Extension Lecturer is hired with at least a .33% FTE appointment. Subject to approval to exit the
23 Probationary Period (Article 6.2), the Extension Lecturer will remain in the Probationary Period
24 until s/he has taught two (2) quarters at 100% FTE, or six (6) courses, or the equivalent thereof,
25 whichever is sooner.

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

28 **6.2. Completion of the Probationary Period.**

29 **6.2.1.** During the quarter after the Extension Lecturer has taught the last class of the
30 Probationary Period the Supervising Director shall call a Probation Completion Meeting
31 to discuss the Extension Lecturer's movement out of the Probationary Period.

1 **6.2.2.** The Probation Completion Meeting shall include all applicable supervising
2 directors and the Senior Director. The Senior Director will determine whether the
3 Extension Lecturer will move out of the Probationary Period by examining the following:

- 4 • Student evaluation reports from all classes
- 5 • Supervisors' observation reports from two classes
- 6 • Extension Lecturer's Self Report (see Extension Lecturer Responsibilities Article
7 6.3)
- 8 • Supervising directors' input
- 9 • Written peer support

10 **6.2.3.** Management shall make a good faith effort to deliver notification regarding the
11 Probationary Period to the Extension Lecturer as soon as possible but no later than one
12 week before the publication of the preliminary teaching schedule for the quarter following
13 the Probation Completion Meeting in Section 2.1.

14 If the recommendation is to move the Extension Lecturer out of the Probationary Period,
15 the Senior Director shall inform the Extension Lecturer in writing (email acceptable). If
16 the recommendation is to extend the Probationary Period, the Senior Director shall
17 inform the Extension Lecturer about the extension and its length, the reasons for the
18 extension, and any further requirements. The extension of the Probationary Period shall
19 be from one (1) to three (3) quarters. The Extension Lecturer shall have the right to
20 submit a statement in response/rebuttal in writing to the Supervising Director and the
21 Senior Director.

22 **6.2.4.** Decisions regarding non-renewal made by the Employer during the Probationary
23 Period are not subject to grievance and arbitration.

24 **6.3. Extension Lecturer Responsibilities.**

25 **6.3.1.** In addition to regular teaching-related responsibilities, Extension Lecturers in the
26 Probationary Period shall:

- 27 • administer student evaluations for each class taught;
- 28 • observe one peer Extension Lecturer each quarter;
- 29 • submit a Self Report to the Supervising Director. This Report shall be submitted
30 during the quarter the Extension Lecturer is teaching her/his last class of the
31 Probationary Period but not later than the first week of the following quarter. The
32 Report shall include the dates, classes and names of the Extension Lecturers

1 observed and any other information the Extension Lecturer wants to include that
2 indicates her/his accomplishments and contributions to the program.

3 **6.3.2.** Extension Lecturers will be dropped from the Probationary Period if they choose
4 not to submit a preference sheet or if they do not accept a teaching assignment from the
5 preliminary teaching schedule in two (2) consecutive quarters; if dropped Extension
6 Lecturers are rehired at a future date, they will return to the beginning of the
7 Probationary Period.

8 **6.4. Administration Responsibilities.**

9 **6.4.1.** Management may guide Extension Lecturers in the Probationary Period by
10 providing peer mentors, if available, and periodic feedback and advice regarding their
11 performance.

12 **6.4.2.** Management may observe Extension Lecturers as appropriate.

13 **6.4.3.** Directors will meet each quarter to determine the ranking of Extension Lecturers in
14 the Probationary Period based on, among other things, observation reports, student
15 course evaluations, contributions to IELP, professional development, and past
16 experience in other programs. This ranking will determine the order by which classes are
17 assigned.

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

19 **7.1. Purpose.** The parties recognize that disputes may occasionally arise concerning the terms
20 and conditions of this Agreement and those disputes shall be resolved through this grievance
21 procedure.
22

23 **7.2. Definition.** A grievance is a claim by an Extension Lecturer, group of Extension Lecturers
24 or the Union of an alleged violation or incorrect interpretation or application of a specific
25 provision of this Agreement.

26 **7.3. Timelines.**

27 **7.3.1.** "Days" for purposes of this Article shall mean calendar days, excluding Saturdays,
28 Sundays, University holidays, and University closure.

29 **7.3.2.** A grievance must be filed within twenty-one (21) days from the time of the
30 occurrence of the events giving rise to the grievance or from the time the grievant should
31 reasonably have become aware of the grievance. Nothing in the procedure outlined

1 below will preclude the settlement of differences in an informal manner.

2 **7.3.3.** Failure by the University to comply with the grievance time limit at Step 1 or Step 2
3 shall automatically advance the grievance to the next step. Failure by the grievant or the
4 Union to comply within the time limit at any step shall constitute acceptance of the
5 University's last written response.

6 **7.3.4.** If the grievance has not been satisfactorily resolved at any step, either party may,
7 within five (5) days, request mediation as provided for in this Article.

8 **7.3.5.** Time limits may be waived or extended by written mutual agreement of both
9 parties.

10 **7.3.6. Grievance Withdrawal.** A grievance may be withdrawn in writing at any time by
11 the Union.

12 **7.4. Grievance Steps.**

13 **7.4.1. Informal Discussion.** The parties support the resolution of problems at the lowest
14 possible level and to that end encourage informal discussions to reach resolution as
15 soon as possible after becoming aware of a problem. Prior to filing a grievance, the
16 aggrieved party may meet with her/his immediate supervisor to attempt to understand
17 and resolve the issue. If requested by the Extension Lecturer(s), a Union representative
18 may be invited to attend the discussion by the aggrieved party. An Extension Lecturer
19 can enter into a discussion regarding resolution of a problem without intervention of the
20 Union provided that the resolution reached is not inconsistent with the terms of this
21 Agreement and that the Union is notified and given the opportunity to be present at the
22 settlement. During the time such discussions are taking place, the twenty-one (21) day
23 limitation for filing a grievance shall be in effect unless an extension is agreed to in
24 writing or extended verbally and confirmed in writing. These discussions shall *not*
25 constitute a Step 1 grievance.

26 **7.4.2. Step 1.** If a grievance cannot be remedied informally, it will be handled as follows:

- 27 • A grievance must be filed in writing by the Union via email, including all
28 attachments, with same-day mailing/hand delivery of the original documents,
29 including all attachments with the Senior Director of IELP, with a copy to the
30 University's Director of Labor Relations and UWC² Human Resources. The
31 grievance will state the specific and pertinent facts of the case, including the
32 section(s) of the Agreement allegedly violated and the remedy or desired
33 outcome that is requested. The date of filing is the date the grievance is received

1 by the Senior Director of IELP.

- 2 • The grievant and the Union shall meet with the Senior Director (or designee) and
3 any appropriate University representatives within fourteen (14) days to discuss
4 the grievance. The Union will be notified in advance of the meeting who the
5 University anticipates will be in attendance.
- 6 • The Senior Director (or designee) shall provide the grievant and the Union with a
7 written response to the grievance within seven (7) days of the Step 1 meeting.
8 The response shall include the reasons upon which the decision was based.

9 **7.4.3. Step 2.** If no settlement is reached at Step 1, the Union may advance the
10 grievance to Step 2 by submitting a written statement of the grievance via email,
11 including all attachments, with same-day mailing/hand delivery of the original
12 documents, including all attachments to the Vice Provost of Continuum College with a
13 copy sent to the Director of Labor Relations, the Senior Director of IELP, and UWC²
14 Human Resources within seven (7) days after receipt of the written Step 1 response.
15 The Union recognizes that the University may choose to designate other appropriate
16 University personnel to represent the University for a Step 2 appeal. The Vice Provost of
17 Continuum College or designee and the Director of Labor Relations or designee shall
18 meet with the Union and the grievant within fourteen (14) days of receiving the Step 2
19 appeal, and respond in writing to the grievance within seven (7) days of the meeting.
20 The requirement of a meeting may be waived by mutual agreement.

21 **7.4.4. Grievance Mediation (Optional Step).** Grievance mediation is an optional and
22 voluntary part of the grievance resolution process. It is a supplement to, not a substitute
23 for, grievance arbitration. When both parties have agreed to grievance mediation, the
24 contractual time limit for moving the grievance to arbitration shall be suspended for the
25 period of mediation.

26 **7.4.4.1.** If the grievance has not been satisfactorily resolved at any step prior to
27 arbitration, either party may, within five (5) days of the written decision, request
28 mediation. Both parties must agree to the mediation and then submit a joint
29 request to Public Employment Relations Commission (PERC) for the assignment
30 of a mediator. Grievance mediation must be completed within twenty-five (25)
31 days of the request. The twenty-five (25) day timeline may only be extended by
32 mutual consent. If the parties do not agree to a time extension, the mediation
33 request shall be withdrawn and the grievance process shall be resumed.

34 **7.4.4.2.** The grievance mediation process shall be informal. No formal record

1 shall be made of the proceeding. Both sides shall be provided ample opportunity
2 to present evidence and arguments to support their cases. The mediator may
3 meet with the parties in joint or separate caucuses.

4 **7.4.4.3.** At the request of both parties, the mediator shall issue a
5 recommendation for settlement. Either party may request that the mediator
6 assess how an arbitrator might rule in this case.

7 **7.4.4.4.** The grievant shall be present at the grievance mediation proceeding. If
8 the grievance is resolved, the parties shall sign an agreement indicating the
9 terms of the settlement.

10 **7.4.4.5.** If the grievance is not resolved and is subsequently moved to arbitration,
11 the mediation shall be *de novo*. Nothing said or done by the parties or the
12 mediator during grievance mediation with respect to their positions concerning
13 resolution or offers of settlement may be used or referred to during arbitration.

14 **7.4.5. Step 3 (Arbitration).** If Step 2 fails to resolve the grievance, the Union may, within
15 fourteen (14) days of receiving the written Step 2 response, submit the grievance to the
16 American Arbitration Association for arbitration under their voluntary labor arbitration
17 rules and within the following guidelines:

- 18 • The arbitrator shall have no power to modify, add to, subtract from, or
19 disregard any of the terms and conditions of this Agreement.
- 20 • The arbitrator's decision shall be final and binding on all parties.
- 21 • The expenses and fees of the arbitrator will be shared equally by the Union
22 and the University. However, if the arbitration hearing or conference is
23 canceled or postponed because of one party, that party shall bear the cost of
24 the cancellation or postponement. Each party will pay its own fees and
25 expenses in presenting its case, including the costs of legal representation.

26 **7.5. Information.**

27 **7.5.1.** All data, records, and information necessary to the processing of a grievance shall
28 be made available in a timely and expeditious manner.

29 **7.5.2.** Grievance documents shall be maintained separately from employee personnel
30 files. To the extent possible, employee personnel files will reflect the final outcome of a
31 grievance and any actions taken as a result thereof.

32

1 **Article 8: Management Rights**

2 **8.1.** Management of the University is vested exclusively in the University. Except as otherwise
3 provided in this Agreement, the management rights of the University include, but are not limited
4 to, the right to the following:

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

23 **8.2.** Management has the authority to make final decisions to ensure that courses are taught in
24 such a way as to retain the integrity of the curriculum and program standards.

25
26 **Article 9: Work Assignment Roster**

27 **9.1. Definition.** The Work Assignment Roster is a list of Extension Lecturers in good standing,
28 to include annual contract holders and quarterly contract holders. See Article 6 for Extension
29 Lecturers in the Probationary Period.

30 **9.1.1.** Annual contract holders have a 9-month contract, the option to work in Summer
31 Quarter (2.5 month contract), and may accept an additional teaching assignment (not to

1 exceed a total teaching assignment of 20 contact hours per week) if available and
2 offered by Management, and approved by Academic HR.

3 **9.1.2.** Quarterly contract holders have a 3-month contract period and have the option to
4 work in Summer Quarter (2.5 month contract).

5 **9.1.3.** All Summer Quarter Appointments are 2.5 month quarterly contracts and
6 placement is determined by the Preference Sheet, required experience, and the Work
7 Assignment Roster.

8 **9.2. Initial Placement.** Extension Lecturers shall be placed on the Work Assignment Roster
9 based on their position on the Hiring List as of May 1, 2017. Placement shall be ordered first 1)
10 by the date the Extension Lecturer's first Annual Contract was awarded and then 2) by the
11 Anniversary Date. Extension Lecturers added to the Work Assignment Roster after May 1, 2017
12 will be by order of date of joining the Roster after successful completion of the probationary
13 period.

14 **9.3. Annual contracts.**

15 **9.3.1** Annual contracts will be awarded to 75% of the pool of IELP Extension Lecturers,
16 provided they are eligible. The Teaching Pool is calculated annually in spring quarter by
17 adding the total number of hours assigned to Extension Lecturers from spring, winter,
18 and autumn quarters of the current academic year divided by nine (9).

19 **9.3.2.** A selection committee of three (3) Extension Lecturers and two (2) directors will
20 meet to make recommendations for annual appointments for those who are not already
21 annual contract holders from applications of interested teachers, based on the following
22 criteria:

- 23 • Agree to work 100% FTE per quarter, except by agreement with the Senior
24 Director
- 25 • Have passed the Probationary Period
- 26 • Have more than four (4) years of IELP teaching experience. (The Senior
27 Director, with recommendation from a hiring committee, may accept teaching
28 equivalency outside IELP for this criterion.)
- 29 • Have fulfilled the Core Job Responsibilities of Article 16.1.2
- 30 • Have the recommendation of one of their program's directors

31 **9.3.3.** Removal from the Annual Contract List, except for reasons in Article 10, shall be
32 for just cause, which may include not performing Core Job Responsibilities as outlined in

1 Article 16.1.2, unsuccessful completion of a formal performance improvement plan, or
2 lack of service to the program.

3 **9.3.4.** If the selection committee for annual appointments recommends a new hire from
4 outside the bargaining unit, that individual is subject to Article 6: Probationary Period.

5 **9.4. Quarterly Appointments.** Quarterly appointments will be awarded after annual contracts
6 have been awarded. Awarding of quarterly contracts will be made by the Senior Director of
7 IELP.

8 **9.5. Breaks in Service.** If an Extension Lecturer is on an approved Leave of Absence without
9 Pay for not more than two (2) years, the Extension Lecturer shall retain their position on the
10 Work Assignment Roster.

11 **9.6. Return Rights.** If an Extension Lecturer on the Work Assignment Roster takes an
12 administrative position within IELP or UWC², s/he has the right to return to the same position on
13 the Work Assignment Roster in the event of a return to teaching.

14 An Extension Lecturer who has successfully completed the Probationary Period and has been
15 away from IELP employment for a period of three (3) years or less is not required to repeat the
16 Probationary Period upon his/her return.

17 **9.7. Extension Lecturer Status.**

18 **9.7.1. Advanced Extension Lecturer Status.** An Extension Lecturer who has been
19 employed for a minimum of seven (7) academic years (21 quarters) and met
20 expectations during the past three-year period may request to become an Advanced
21 Extension Lecturer.

22 When an Extension Lecturer is eligible for Advanced Extension Lecturer status in the
23 upcoming academic year, the Extension Lecturer shall inform the Senior Director by the
24 end of spring quarter of their intention to become an Advanced Extension Lecturer. A
25 maximum of twenty (20) Advanced Extension Lecturer positions may exist concurrently.
26 Candidates may be selected as Advanced Extension Lecturers by a committee of two
27 (2) Extension Lecturers and two (2) representatives from management. The committee
28 will then notify the Senior Director of the selected individuals on or before July 31 prior to
29 the coming year. A successful candidate shall assume the new status and additional
30 responsibilities at the beginning of the next academic year. Current employees, if
31 eligible, may request to become an Advanced Extension Lecturer within 30 days after
32 ratification to be effective immediately upon approval.

1 **9.7.2. Advanced Extension Lecturer Responsibilities.** Advanced Extension Lecturers
2 agree to perform at least one of the following activities during the academic year: serve
3 as mentors, train practicum teachers, conduct professional development sessions during
4 annual in-service meetings, and/or serve on IELP hiring and curriculum committees.
5 Management will assign these tasks to Advanced Extension Lecturers as needed.

6 **9.7.3. Advanced Extension Lecturer Premium.** Advanced Extension Lecturers receive
7 a 1% premium pay for each quarter in which they work with the status of Advanced
8 Extension Lecturer.

9 **9.7.4. Advanced Extension Lecturer Duration.** Advanced Extension Lecturer status is
10 renewed annually unless the Advanced Extension Lecturer has not fulfilled their
11 responsibilities or opts out. To maintain Advanced Extension Lecturer status, the lecturer
12 must have at least a 50% teaching assignment each quarter, except summer. Advanced
13 Extension Lecturers who no longer wish to have Advanced Extension Lecturer status, or
14 who are not fulfilling responsibilities, will revert to the status of Extension lecturer; the
15 Extension Lecturer may later again request Advanced Extension Lecturer status.
16

17 **Article 10: Separations**

18 **10.1. Layoffs.** Extension Lecturers are assigned teaching hours based on their position on the
19 Work Assignment Roster.

20 **10.1.1.** The Employer, with copy to the Union, will notify impacted Extension Lecturers of
21 layoff. Extension Lecturers subject to layoff shall be paid through the end of the current
22 quarter.

23 **10.1.2.** If a downturn in employment of more than 15% is anticipated in an upcoming
24 quarter, the Senior Director (or her/his designee) will meet with the Union to discuss
25 supporting reasons for the layoffs and whether or not those layoffs can be mitigated with
26 other options such as job sharing, voluntary reduced work hours or voluntary leaves
27 without pay.

28 **10.1.3.** Decisions made by the Employer regarding the number of layoffs are not subject
29 to grievance and arbitration.

30 **10.1.4.** Management will consider an alternative proposal to a layoff plan if submitted by
31 the Union with enough time before the layoff for Management to reasonably review and
32 implement the proposal.

1 **10.1.5. Recall.** Extension Lecturers laid off will be placed in a recall pool for a period of
2 three (3) years. The recall pool will be based on the “last-in-first-out” principle. If an
3 Extension Lecturer is made two consecutive offers of full-time work on the Preliminary
4 Schedule in the academic year and declines, s/he shall forfeit their position in the recall
5 pool. It is the responsibility of the Extension Lecturer to keep the Union and UWC²
6 informed of changes in personal contact information.

7 **10.1.6. Designated Sub and Layoffs.** If an Extension Lecturer is subject to layoff but
8 has an earlier Anniversary Date than the Designated Sub, the work of the Designated
9 Sub would be offered to that person, and the Designated Sub would be subject to layoff.
10 The Designated Sub would not be subject to layoff if all Extension Lecturers with an
11 earlier Anniversary Date who are subject to layoff have declined the offer of that work.

12 **10.2. Resignations.** Resignations, including retirement, must be submitted in writing with
13 original signature to the IELP Senior Director. The Senior Director may permit withdrawal of a
14 resignation within seven (7) calendar days. If a resignation is conveyed orally, the IELP Senior
15 Director may confirm same in writing; the Extension Lecturer then has ten (10) calendar days to
16 rescind the oral resignation. After ten (10) calendar days, the Extension Lecturer shall be
17 deemed to have resigned.

18

19 **Article 11: Reassigned Time, Lead Teacher and Specialist Positions**

20 **11.1. Reassigned Time.** Extension Lecturers may be appointed to reassigned time projects in
21 lieu of classroom teaching (e.g., materials development, research projects related to teaching,
22 or curriculum development). Management-directed reassignment positions will be advertised,
23 including the requirements of the position and the period of the assignment. As requested by the
24 Union, the employer shall provide documentation outlining the duties assigned.

25 **11.1.1.** At the sole discretion of the Senior Director, reassigned positions may be
26 revoked at the end of any quarter of the fixed or ongoing appointment.

27 **11.1.2. Ongoing Reassigned Time Positions.** In order to provide growth opportunities
28 beyond the classroom for Extension Lecturers, when an ongoing, reassigned non-
29 teaching position within the bargaining unit is vacated, the following shall apply:

- 30 • The reassigned appointment to the position shall be for a defined period of time.
- 31 • The current employee in the position is eligible to reapply for the position.
- 32 • Preference will be given to other qualified candidates.

1 **11.2. Lead Teachers.** Based on program needs, the Employer may establish a number of Lead
2 Teacher positions. Generally, the role of a Lead Teacher is to maintain consistent course
3 outcomes, provide instructional support, and contribute to development of the curriculum. A
4 Lead Teacher may be responsible for a single course or a set of courses. The appointment is
5 for a fixed term. A Lead Teacher may re-apply for the same or another Lead Teacher position
6 at the end of their appointment.

7 **11.3. Specialist Positions.** Specialist Positions fill special needs within the department.
8 Examples of special needs include the following:

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

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

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

22 **11.4. Selection.** When a Reassigned Time, Lead Teacher, or Specialist Position becomes
23 available, it will be advertised to the Department via the established communication channels
24 such as the Department listservs. The announcement will include the description, the term of
25 the appointment, and the process for application. Selection for a position will be made by the
26 hiring manager with input from a committee composed of both administrators and Extension
27 Lecturer(s). The call for volunteers to serve on the selection committee may be made before the
28 application deadline for the position. If a call for volunteers to serve on a committee has no
29 response within five work days—and the Union representative or designee is not available—the
30 hiring manager may form the committee without an Extension Lecturer representative.

31 **11.4.1.** Lead Teacher, Specialist Positions, or other Reassigned Time positions are
32 intended for Annual Contract holders. In the event no current Annual Contract holder

1 applies for such positions, Management may expand eligibility to include anyone on the
2 current Work Assignment Roster.

3 For Specialist Positions including any International Specialized Programs (ISP) positions
4 that are advertised, position on the Work Assignment Roster will be the determining
5 factor used to select any quarterly contract holder who is interested in the position. In the
6 event no one on the current Work Assignment Roster applies for or shows interest in a
7 position, Management may expand eligibility beyond the Roster. In such cases, the
8 person will be selected by committee.

9 **11.4.2.** When an Extension Lecturer takes leave during a Reassigned Time, Lead
10 Teacher, or Specialist Position, the leave will not extend the term of the appointment,
11 and the Supervising Director may reassign the position to another Extension Lecturer for
12 the remainder of the appointment.

13 **11.5.** A Lead Teacher shall receive additional compensation as determined in Article 21.2, for
14 the duration of her/his term. At the discretion of the Senior Director and UW Academic Human
15 Resources, a Reassigned Time or Specialist Position holder may also receive Excess
16 Compensation.

17

18 **Article 12: University Suspended Operations**

19 **12.1. Class Cancellation.** In the event that the University temporarily cancels classes due to
20 inclement weather or for other reasons, Extension Lecturers will not be required to make up
21 classes but will cover the missed material in other ways.

22 **12.2. Exceptions.** If client contract language requires the University to perform a defined
23 number of hours or days, these programs are an exception to Article 12.1. Extension Lecturers
24 will not be asked to make up in-person work on weekends, evenings, or holidays unless the
25 individual program impacted holds class during those times.

26 **12.3. Force Majeure.** In the event that the University suspends operations due to an
27 extraordinary occurrence or circumstance that is beyond the control of the parties, such as a
28 natural disaster or an act of war, the parties will jointly discuss the appropriate course of action
29 with regard to this Article.

30

1 **Article 13: Personnel Files**

2 **13.1. Content.** The UWC² personnel file includes a Head File and an Annual File. The Head
3 File includes such documents as leave records, the original application materials, and notice
4 letters from Management to the Extension Lecturer. The Annual File includes such documents
5 as instructor/course evaluations, the PAS report, commendation letters, and related
6 documentation regarding annual performance. Adverse material, including complaints,
7 warnings, disciplinary letters and performance expectation letters, will be placed in the Annual
8 File; a copy will be forwarded to the Extension Lecturer at the time the material is included in the
9 file.

10 **13.2. Right to Access.** Extension Lecturers have the right to examine all materials in their files
11 that are not non-disclosable pursuant to state and/or federal laws, and, upon written request to
12 UWC² HR, will be provided a copy of any materials in those files. The personnel file will be
13 made available for review by the Extension Lecturer and/or the Extension Lecturer's designated
14 person upon written request to UWC² HR within three (3) workdays of the request.

15 **13.3. Confidentiality.** Subject to legitimate business purposes and state and/or federal laws,
16 the Employer will maintain the confidentiality of all materials in an individual's personnel file.

17 **13.4. Retention.** The Annual File will be returned to the individual after the file is three (3) years
18 old. Materials removed from an Extension Lecturer's UWC² personnel file may be archived
19 outside of the UWC² personnel file for a longer period of time in accordance with applicable
20 records retention schedules. Materials archived may be subject to public records requests and
21 may be subject to use in any legal action. During the 3-year cycle, Extension Lecturers have the
22 right to request the removal or correction of materials from their Annual File, and may provide a
23 written rebuttal to any information in the files that s/he considers objectionable. Management will
24 attach the rebuttal to the relevant document.

25
26 **Article 14: Corrective Action/Formal Discipline**

27 **14.1. Just Cause.** Disciplinary measures, up to and including dismissal, shall only be
28 administered for "just cause." The corrective action process will be considered to incorporate the
29 concept of progressive action while providing a positive method for improvement rather than
30 punitive action. The University will determine the specific step at which the process begins
31 based on the nature and severity of the problem.

1 **14.2. Representation / Weingarten Rights.** Employees shall have the right to have a Union
2 representative present at any meeting or conference with a supervisor or administrator when
3 they have a reasonable belief that they 1) may be subject to disciplinary action or 2) the results
4 of the meeting/conference may adversely affect their conditions of employment. When an
5 employee requests a representative, it shall be the employee's responsibility to contact a
6 representative of their choosing. The role of the representative will be to assist and counsel the
7 employee; the decision to secure a representative by an employee shall not unduly delay any
8 meeting, conference or investigation. The representative will not interfere with the Employer's
9 ability to conduct an investigation. Nothing herein shall be construed to preclude the supervisor
10 or administrator from formally meeting, counseling, and consulting with an employee.

11 **14.3. Corrective Measures and Formal Disciplinary Actions.**

12 **14.3.1 Informal Counseling.** Informal counseling is defined as counsel or guidance
13 provided by the supervisor to the employee in an effort to avert disciplinary action.
14 Informal counseling may include in order of usual progression: 1) Verbal Warning and 2)
15 Written Warning. Informal counseling is not grievable and will be documented in the
16 Annual File (see Article 13.1). The warning may be removed from the Annual File
17 provided that in the supervisor's sole discretion the reason for the informal counseling has
18 been resolved.

19 **14.3.2. Formal Discipline.** Formal disciplinary actions shall be administered for just
20 cause and include written reprimands, suspension, or dismissal.

21 **14.3.3. Records of Discipline.** An Extension Lecturer may request the early removal of
22 disciplinary materials from her/his department Annual File. If the request is denied, the
23 Extension Lecturer will be given a written reason for the denial. Once disciplinary
24 materials are removed from an Extension Lecturer's annual file, they will not be used in
25 any subsequent adverse action against the Extension Lecturer.

26 **14.4. Job Performance.** An Extension Lecturer's less than satisfactory job performance may be
27 just cause for discipline, up to and including dismissal, without necessarily involving any act of
28 wrongful misconduct. Formal discipline based on job performance shall be preceded by a
29 performance improvement plan or similar documented effort to help the Extension Lecturer
30 improve performance.

31 **14.5. Notice of Investigation.** Management may require an Extension Lecturer's attendance at
32 a meeting for the purposes of 1) notifying the Extension Lecturer of an investigation; and 2)

1 investigating alleged actions or inactions that may be subject to discipline. Notification of any
2 such meeting to the Extension Lecturer shall be in writing and shall contain at a minimum the
3 reason for the meeting, including the time, date, and location of the meeting and notification of
4 the Extension Lecturer's right to representation. Such meetings will be held on paid time, and
5 the Extension Lecturer shall be given an opportunity to retain a representative prior to the
6 meeting being held.

7 **14.6. Timely Investigations.** If an allegation of misconduct or a complaint made against an
8 Extension Lecturer will result in an investigation by Management, the investigation will be
9 conducted in a timely manner.

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

16 **14.7. Grievance of Formal Disciplinary Action.** The Union shall have the right to grieve any
17 formal disciplinary action. Any such grievance shall be presented to Management in writing
18 within thirty (30) calendar days of the date discipline was imposed and if not presented within
19 such period, the right to file a grievance shall be waived. Should the Union decide to grieve a
20 formal disciplinary action, it shall be filed at Step 2 of the grievance procedure.

21

22

Article 15: Leaves of Absence

15.1. Sick Time Off.

24 **15.1.1.** Extension Lecturers are eligible to use up to ninety (90) calendar days of paid
25 sick time off per academic year (July 1 – June 30). Extension Lecturers must complete
26 the required application form and provide requested documentation from their health
27 care provider. Sick time off is not accruable and is counted in whole day increments only
28 and not hours. If the Extension Lecturer is eligible for FMLA, and if it has not been
29 exhausted, FMLA will run concurrently with paid sick time off.

30 **15.1.2.** If an Extension Lecturer is absent from work due to a medically-related
31 emergency or bereavement for a period not to exceed five (5) days, this is not
32 considered sick time off and therefore not deducted as such. Substitutes will be provided

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

3 **15.2. Family Medical Leave.**

4 **15.2.1. Family Medical Leave Act (FMLA).** The Employer agrees to comply with the
5 provisions of the Family Medical Leave Act. FMLA entitlement is calculated on a rolling
6 backward basis.

7 Extension Lecturers may use available sick time off during FMLA. To apply for FMLA
8 and/or sick time off, the Extension Lecturer must follow the request process as
9 referenced on the Academic Human Resources website.

10 **15.2.2. Washington Family Medical Leave Program.** Effective January 1, 2020. The
11 parties recognize that the Washington State Family and Medical Leave Program (RCW
12 50A.04) is in effect beginning January 1, 2020 and eligibility for and approval of leave for
13 purposes as described under that Program shall be in accordance with RCW 50A.04. In
14 the event that the legislature amends all or part of RCW 50A.04, those amendments are
15 considered by the parties to be incorporated herein. In the event that the legislature
16 repeals all or part of RCW 50A.04, those provisions that are repealed are considered by
17 the parties to be expired and no longer in effect upon the effective date of their repeal.

18 **15.3. Family Care Leave (FCL).** Extension Lecturers may use available sick time off to care for
19 a family member, subject to providing the requisite documentation.

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

22 Emergency child care is not recorded or deducted by the University as long as the frequency is
23 not in excess of one day per month. Substitutes will be provided whenever possible and the
24 Extension Lecturer must notify Management at the earliest possible time in case of absence.

25 **15.4. Leave of Absence Without Pay.**

26 **15.4.1.** Extension Lecturers after the Probationary Period may be eligible for an unpaid
27 leave, e.g., State Department fellowships. Such leaves are limited to a maximum of one
28 (1) year. University approved unpaid leave will not affect an Extension Lecturer's status
29 on the Work Assignment Roster. Extension Lecturers should follow the leave request
30 process as referenced on the Academic Human Resources website.

31 **15.4.2.** Exceptions to the one-year limit may be made at the discretion of the Senior
32 Director of IELP and Academic Human Resources.

- 1 • Attend required meetings (e.g., program meetings and in-service) and events
- 2 (e.g., opening and closing ceremonies)
- 3 • Observe all program dates for reports
- 4 • Provide information for administrative reports (e.g., attendance, student transfers,
- 5 curriculum surveys, and grades)
- 6 • Submit student grades in compliance with program requirements and within
- 7 established timelines
- 8 • Participate in program start-up duties (e.g., registration, orientation and
- 9 placement)
- 10 • Complete UW and UWC² required training (e.g., FERPA online training, Violence
- 11 Prevention and Response training, and Sexual Harassment Prevention training)
- 12 • Comply with University and UWC² policies

13 **16.2. Workload.**

14 **16.2.1. Schedules.**

15 **16.2.1.1. Quarterly Start-up Schedules.** Participation in program startup duties
16 shall be pro-rated based on the number of teaching or reassigned hours, up to a
17 maximum of six (6) hours. Exceptions to the number of hours may be made by
18 mutual agreement by Management and the Extension Lecturer.

19 **16.2.1.2. Daily Schedules.** Class assignments shall be given so that not more
20 than eight (8) hours per day shall elapse between the beginning of the first class
21 and the end of the last class taught by an Extension Lecturer.

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

25 **16.2.1.3.** Each quarter, Extension Lecturers willing to teach as a substitute will
26 notify the substitute coordinator. Classes taught as a substitute are paid at the
27 substitute rate of pay. (See Article 21.2.1.)

28 **16.2.2. Calendar.** The Senior Director or designee will meet with Union representatives
29 during the time the calendar is being developed to discuss options. The dates for all
30 ongoing programs such as IEP, AEP, Downtown programs and A-IEP shall be published
31 at least one (1) year in advance and shall be based on the University's academic
32 calendar. The dates for new or International Specialized Programs shall be
33 communicated as far in advance as possible.

1 **16.2.2.1. Program Date Changes.** Changes in program dates for the IEP, AEP,
2 Downtown programs and A-IEP shall be communicated to the impacted
3 Extension Lecturers with at least two (2) weeks of advance notice prior to the
4 change and after the Supervising Director has met with Union representatives to
5 work on the changed dates. Management will consider an alternative proposal to
6 a calendar change if submitted in a timely manner.

7 **16.2.2.2. Class Schedules.** If scheduling of classes within a program needs to
8 be altered for reasons other than a change in enrollment or availability of
9 classroom space, such changes shall be communicated to the impacted
10 Extension Lecturers with at least two (2) weeks of advanced notice prior to the
11 change.

12 **16.3. Class Size.** IELP is committed to maintaining appropriate class sizes while maintaining
13 financial self-sustainability. Supervising Directors will endeavor to keep class size at 18 or fewer
14 students. Acceptable reasons for an overload are:

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

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

23 **16.4. Voluntary Change in Workload.** With the exception of summer quarter, Extension
24 Lecturers need to request pre-approval from the Senior Director to work less than 100% FTE (or
25 150 contact hours per quarter) or to work for other UW departments.

26 **16.5. Workload in International Specialized Programs (ISP) Including Customized or**
27 **Special Programs.** In order to determine a workload equivalency for ISP with courses in the
28 IEP and AEP, the following formula shall be used by Management in determining the workload
29 FTE for ISP classes:

30 **16.5.1. Calculation.** Raw FTE = $n / 7080$, where n = the number of actual contact
31 minutes in the program. For the purposes of this calculation, contact minutes includes
32 instruction time, educational field trips, and attending lectures as part of a support model

1 in order to plan subsequent lesson(s) and field trips. The Raw FTE shall be used to
2 determine the Workload FTE according to the table below.

Raw FTE Range	Workload FTE	Contact Teaching Hours
31% – 35%	33%	44-50
62% – 71%	67%	88-100
93% – 106%	100%	132-150

3 Workload FTE includes a variety of non-teaching duties as described above in this
4 Article in Core Job Responsibilities.

5 A Raw FTE amount not within the ranges above will be advertised as a specialist
6 position. An Extension Lecturer shall have the option to work a reduced workload in
7 order to teach in this position. If the Raw FTE range is less than 25% and cannot be
8 combined with other work as part of a full-time load, the work may be paid as Excess
9 Compensation only after any Extension Lecturer who is waiting for hours declines the
10 work.

11 Prior to posting a new position, Management will give the Union reasonable notice to
12 allow the Union the opportunity to discuss workload concerns about the posting.

13 **16.5.2.** When a University holiday falls within the scheduled dates of an ISP Program and the
14 resulting missed teacher/student contact minutes/hours account for 1/15th (6.67%) or more of
15 the total contact minutes/hours in that program, those contact minutes/hours can be added
16 elsewhere into the program schedule.

17 **Article 17: Benefits**

18 Health care benefits shall be in accordance with the Health Care Authority as currently available
19 or as modified in the future. Health care benefits, retirement benefits, and eligibility information
20 for Academic Staff are maintained on the UW Benefits website.

21 **Article 18: Professional Development**

22 **18.1. Tuition Waivers.**

23 Extension Lecturers are state employees and are eligible to participate in tuition waivers in
24 accordance with RCW28B.25 as now or hereafter amended. Tuitions waivers are provided on
25 a “space available” basis and with the approval of the Supervising Director if the classes are
26

1 held during work hours. The Extension Lecturer is responsible for paying the registration fee.
2 Self-sustaining courses are exempt from tuition waiver.
3 When an Extension Lecturer takes a UW or UWC² course related to her/his work, costs beyond
4 the registration fee may be covered with funds provided by UWC² for professional development
5 (Article 18.2).

6 **18.2. UWC² Professional Development.**

7 As employees of UWC², Extension Lecturers who have completed the probationary period may
8 use UWC² professional development funds subject to UWC²'s policy, including use and amount.
9 UWC² professional development funding may be adjusted on an annual or as-needed basis as
10 determined by the Executive Council.

11 **18.3. Use of Funds.**

12 UWC² will fund professional development that helps an Extension Lecturer perform a current job
13 better and grow professionally. Professional development should be rooted in the need rather
14 than the cost of training. Rather than limit the cost of the activity, professional development will
15 be funded at the rate necessary for approved training.

16 **18.3.1.** All use of professional development funds must be consistent with state
17 regulations and guidelines. Extension Lecturers are not eligible for UWC²-sponsored
18 professional development funds while on a leave of absence.

19 **18.3.2.** All use of funds must be pre-approved by the Senior Director. Without pre-
20 approval, reimbursement may be denied.

21 **18.3.3.** The Request for Professional Staff Development form allows the Extension
22 Lecturer to request funds for either coursework or conferences.

23 **18.3.4.** If funds are available, the Senior Director will need to obtain budget approval for
24 Professional Development requests exceeding \$1,000 per fiscal year (subject to change)
25 from the Vice Provost of Continuum College.

26 **18.3.5.** Funds can be used toward the coursework and conferences sponsored by any
27 reputable organization providing training content applicable to the development as an
28 Extension Lecturer, including the University of Washington.

29 **18.4. Process.**

- 30 • Discuss professional development goals with the Extension Lecturer's Supervising
31 Director.

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

7 **18.5. In-Service.** During Autumn and Spring Quarters, one day of classes will be canceled to
8 allow all Extension Lecturers to attend a professional in-service program. The date of this
9 professional in-service program shall be determined by Management.

10 **18.6. University Affiliation.** An Extension Lecturer may use his or her work email and affiliation
11 to the University of Washington in association with professional publications, subject to UW
12 policies and state ethics laws.

13

14 **Article 19: Performance Appraisal**

15 **19.1. Purpose.** The primary goal of performance appraisal is to provide Extension Lecturers
16 with feedback that will allow them to perform at their best in support of the IELP mission of
17 providing exemplary instruction.

18 **19.2. Performance Appraisal.**

19 **19.2.1.** Extension Lecturers who have completed the Probationary Period will engage in an
20 annual documented discussion with the Senior Director or designee based upon the factors
21 described below and will be appraised using the following:

- 22 • **Student Evaluations.** Extension Lecturers must conduct the *L-form Instructor*
23 *and Course Evaluation* in every course they teach, except those courses with
24 fewer than 15 classroom instructional hours or with groups of students under age
25 18. Other evaluation forms may be substituted by an instructor with the approval
26 of the Senior Director if the L-form is not the most appropriate.
- 27 • **Teaching Observations.** Teaching observation materials, including lesson plan
28 and observation report, are placed in the Annual File. Observations shall be
29 conducted every three (3) years by a program director.
- 30 • **Core Job Responsibilities.** (See *Core Job Responsibilities*, Article 16.1.2.)

- **Performance Appraisal Reports.** Extension Lecturers who have completed the Probationary Period and who have taught 67% FTE or more in three (3) quarters shall submit a *Performance Appraisal System (PAS) Annual Report*. Extension Lecturers who have completed the Probationary Period but teach less than 67% FTE may submit a *PAS Annual Report*.

19.2.2. Appraisal Timeline. Performance appraisals will be conducted once a year and will follow the timeline below:

- By October 15th: The Extension Lecturer will submit a PAS Annual Report for the period of Autumn Quarter of the previous year through Summer Quarter of the current year.
- By the end of Autumn Quarter: The Senior Director or designee will meet with the Extension Lecturer to acknowledge submission, clarify details, and provide initial feedback to the Extension Lecturer.
- By the end of Winter Quarter: The Senior Director or designee will provide a written performance appraisal to the Extension Lecturer. The Extension Lecturer will have an opportunity to discuss the appraisal with the Senior Director or other Director which the Extension Lecturer chooses, and submit a written response to the appraisal.

19.3. Changes to the PAS Form. If any changes to the PAS Form are necessary, they will be discussed in a Labor Management Committee meeting, and if agreement is reached on the changes by September 15, then they will be implemented for the subsequent academic year.

19.4. Performance Outcome. Based upon the items listed above in Article 19.2.1, Extension Lecturers shall be evaluated in three categories: (1) Instructor and Course Evaluations; (2) Professional Development; (3) Department Contributions.

Areas	Exceeds Expectations	Meets Expectations	Needs Improvement
L-form Instructor and Course Evaluations (two-year rolling average)			3.6 or below
Professional Development	Examples include but are not limited to: relevant regional, national,	Attends in-service sessions and conduct	Does not meet minimum expectations, including attending

	international conferences, webinars, workshops, seminars, symposia, self-study and classroom or online courses; relevant certifications	two peer observations.	in-service requirements
Department Contributions	Examples include but are not limited to: committee work, in-service presentations or organization; Master Teacher; course mentor; course development; curriculum development	Meets expectations of Core Job Responsibilities in Article 16.	Does not meet expectations of Core Job responsibilities in Article 16, excluding attending in-service requirements

1 If an Extension Lecturer is not performing to standard, a performance improvement plan can be
2 developed. The purpose of an improvement plan is to be corrective, not punitive, and is to help
3 the Extension Lecturer improve their performance. When needed, a performance improvement
4 plan will be developed by the Supervising Director with input from the Employee by the end of
5 Spring Quarter. The plan will be for a specified time, not to be more than one (1) year, and will
6 include clear measurable goals and recommended training where applicable. Unsatisfactory
7 completion of a performance review may result in disciplinary action up to and including
8 dismissal.

9 The contents of performance appraisals are not subject to grievance and arbitration.

10

11 **Article 20: Labor Management Committee**

12 A Labor Management Committee (LMC) shall be formed to address issues that are not the
13 subject of an active grievance. This Committee will consist of up to three (3) individuals
14 designated by the Union and up to three (3) individuals designated by Management. Meetings
15 will be held once each quarter at mutually agreed upon times. The committee may meet more or
16 less frequently as mutually agreed between the parties. Agendas shall be agreed upon at least
17 five (5) business days prior to the meeting.

18

Article 21: Compensation

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

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

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

- Substitute Teaching: \$70 per hour. Autumn, Winter, and Spring Quarter classes are based on a 60 minute reported time period on the timesheet (50 minute class period, plus 10 minutes pre-class preparation or post-class Q&A). Summer Quarter classes are based on a 70 minute reported time period on the timesheet (60 minute class period, plus 10 minutes pre-class preparation or post-class Q&A).
- Test Proctoring: \$35 per hour (for placement test proctoring that is not performed as part of registration duties).
- Test Rating: \$70 per hour
 - ITA appeals sessions are paid in increments of 3, \$70 for 1-3 appeals, \$140 for 4-6 appeals, \$210 for 7-9 appeals, etc.
 - AEP placement exam ratings are paid in increments of 4: \$35 for 1-4 exams, \$70 for 5-8 exams, \$105 for 9-12 exams, \$140 for 13-16 exams, \$175 for 17-20 exams, \$210 for 21-24 exams, \$245 for 25-28 exams, \$280 for 29-32 exams, etc.
 - IEP placement exam ratings are paid in increments of 5: \$35 for 1-5 exams, \$70 for 6-10 exams, \$105 for 11-15 exams, \$140 for 16-20

1 exams, \$175 for 21-25 exams, \$210 for 26-30 exams, \$245 for 31-35
2 exams, \$280 for 36-40 exams, etc.

- 3 ○ ENGL 105 Final Exam rating: \$140 per class session.
- 4 ● BEIC Interviews: \$35 per interview when performed by an IELP Extension
5 Lecturer.
- 6 ● A lecture or presentation given in Campus IEP, AEP, Specialized Programs, A-
7 IEP and Downtown Programs classes is based on the hourly teaching rate as
8 follows:
 - 9 ○ A lecture or presentation prepared in advance for one class period (or
10 hour): \$140.
 - 11 ○ A videotaped exam lecture prepared in advance: \$140.
 - 12 ○ A lecture or presentation prepared in advance for half a class period (or
13 30 minutes): \$70.
 - 14 ○ A non-prepared Q&A session for one class period (or hour): \$70.
- 15 ● A lecture or presentation prepared in advance and including Q&A given in I-TEFL
16 or any other English Language Teacher training program: \$195 for 60 minutes;
17 \$260 for 90 minutes; \$390 for 120 minutes.
- 18 ● Non-curricular projects: \$35 per hour (e.g., taking an inventory and re-shelving
19 IELP library materials, contributing to CEA reports, additional registration duties,
20 manual revision, and program reports).
- 21 ● Curriculum Development: individual's own hourly rate equivalent, not to exceed
22 a combined 125% FTE.

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

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

27 **21.2.2.** Lead Teacher Pay is \$1300/quarter.

28 **21.3. Initial Base Salary.** The minimum base salary for Extension Lecturers is \$3600/month.

29 The base salary for Extension Lecturers with an initial hire date in the period 2002-2007 is
30 \$3700/month.

31 The base salary for Extension Lecturers with an initial hire date in the period 1996-2001 is
32 \$3900/month.

1 Extension Lecturers with an initial hire date of 1995 or before will receive the base salary of
2 \$4000/month.

3 **21.4. Performance-Based Base Salary Increases.** UWC² has tied the allocation and effective
4 date for performance-based base salary increases for Extension Lecturers to professional staff
5 each year of the contract period. Base salary increases will be awarded only when the
6 University has approved salary increases for professional staff with appropriate approvals and
7 authorization from the University of Washington Board of Regents.

8 The Employer will assign performance-based pay by placing individual Extension Lecturers in
9 one (1) of two (2) tiers: Extension Lecturers who are determined to be meritorious will receive a
10 higher merit increase than those who have been determined to not be meritorious. Decisions
11 regarding specific salary increases for Extension Lecturers will be made by the Employer and
12 are not subject to grievance.

13 **21.5. Salary Increase Eligibility.** In addition to the conditions outlined in Section 4, Extension
14 Lecturers with letters of appointment are eligible for performance-based consideration if they
15 have successfully performed all of the following:

- 16 • Completed the Probationary Period
- 17 • Worked 50% or more per quarter for three (3) of four (4) quarters during the annual
18 review cycle (autumn of the previous year through summer of current year) in English
19 language-related programs within UWC² or in programs outside IELP that were
20 approved in advance for performance-based consideration by the Employer
- 21 • Submitted a (PAS) annual report
- 22 • Met minimum performance-based standards as defined in Article 16, 1.2 and Article 19
- 23 • Conducted the L-form Instructor and Course Evaluation in every course, except those
24 with fewer than 15 total classroom instructional hours or with groups of students under
25 the age of 18.

26 Fellowship and Fulbright-type programs do not count towards the requirement to work a 50% or
27 more FTE per quarter in three (3) of four (4) quarters during the same annual review cycle.

28 Approved medical and parental leaves of absence do not adversely impact an Extension
29 Lecturer's eligibility or salary tier.

30 **21.6. Initial Base Salary Determination upon Hire.** The appropriate base salary for a new
31 Extension Lecturer will be based on the new instructor's training and experience and will be
32 determined by the Employer. The minimum base salary for full-time and regular part-time
33 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

1 **21.7. 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 **21.8. Salary Freeze.** If no funds have been allocated for salary increases, the first performance-
4 based salary increase following the salary freeze will reflect up to three (3) years of performance
5 evaluations, if applicable, and prior year eligibility (defined in Article 21.5), if applicable. An
6 Extension Lecturer who does not meet current eligibility (defined in Article 21.5) may still be
7 eligible for a performance-based salary increase due to prior year eligibility and performance
8 during the salary freeze.

9 **21.9. Summer Quarter.** Consistent with Article 21.1, gross quarterly pay shall be distributed
10 across the applicable number of pay periods in a quarter. Although there are five (5) pay periods
11 in Summer Quarter and six (6) pay periods in Autumn, Winter, and Spring Quarters, the number
12 of pay periods will not impact gross quarterly pay.

13

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

15 **22.1. Complete Agreement.** Except as required in Article 22.2 and Article 22.3 below, or as
16 mandated by PERC, neither party shall be required to bargain during the term of this Agreement
17 with respect to any subject or matter that is referred to or covered in this Agreement.

18 **22.2. Modification.** Any extension or other modification of this Agreement must be in writing,
19 signed by both parties.

1 **22.3. Non-Waiver of Rights.** This Agreement does not waive the rights of the Union to compel
2 the University to bargain mandatory subjects of bargaining or to demand to bargain the impact
3 of permissive subjects of bargaining.

4 **22.4. Conformity to Law.** Both parties believe that all provisions of this Agreement are lawful.
5 However, if any provision, or any application of this Agreement to any employee or group of
6 employees, is found to be unlawful in a final decision of a court of competent jurisdiction, the
7 parties shall commence negotiations within thirty (30) days on replacement language. All other
8 provisions or applications of the Agreement shall continue in full force and effect.

9

10 **Article 23: Successor Agreement**

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

13

14 **Article 24: Duration**

15 **Term:** This Agreement shall be effective the 5th day of March, 2019 and shall remain in full force
16 and effect through the 30th day of June, 2021. Items in this agreement will not be back dated to
17 precede the effective date.

18

19 **Article 25: Academic Freedom**

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

Signatories

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2
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The parties, by their signatures below, accept and agree to the terms and conditions of this collective bargaining agreement.

Executed this _____ day of _____, 2019

AFT – UW English Language Faculty Local 6486:

University of Washington:

Richard Moore
Co-President

Mindy Kornberg
Vice President for Human Resources

Wendy Asplin
Co-President

Peter Denis
Assistant Vice President for Labor
Relations

Approved as to form:

Assistant Attorney General

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF WASHINGTON (UNIVERSITY)
AND
AFT-UWELF (UNION)**

MOU B: LUMP SUM PAYMENT

During negotiations for the 2019-2021 successor agreement, the parties reached agreement on the following lump sum upon ratification:

Employees with an active appointment at or above .33 FTE and in pay status during Autumn Quarter, 2018 shall receive a single one-time lump sum payment of three hundred dollars (\$300). This amount is income subject to applicable withholdings.

Agreed To:	
For the Union:	For the Employer:
_____	_____
Date:	Date:

SIDE LETTER – U-PASS

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March 5, 2019

The parties agree to the following regarding U-PASS:

Effective July 1, 2019 or thereafter, bargaining unit employees who work .5 FTE or more will not be charged a fee for a U-PASS if the SEIU 925 bargaining unit is not required to pay a U-PASS fee. The parties agree that if any changes to the FTE eligibility requirements for a U-Pass are afforded to other bargaining units, these changes will apply to this agreement, provided an employee is working at least 33% FTE.

This Side Letter expires on June 30, 2021.

Agreed To:	
For the Union:	For the Employer:
_____	_____
Date:	Date: