

Preamble

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

Article 1: Recognition

The University of Washington hereby recognizes the AFT-UWELF, Local 6486 as the exclusive bargaining representative for all full-time and regular part-time Continuum College International & English Language Programs (IELP) Extension Lecturers employed by the University of Washington, excluding other employees such as hourly extension lecturers, supervisors, and confidential employees.

Article 2: Definitions

2.1. Full-time Load. A full-time load (i.e., 100 percent FTE) is defined as a maximum of 150 contact hours per quarter in any IELP program or combination of programs and fulfilling teaching-related duties as defined in Article 16.1.2 or equivalent duties as assigned. Part-time loads will be defined as a percentage of the full-time load.

2.2. Teaching Appointments. The term Appointment is defined as the type of contract an Extension Lecturer receives as listed in Article 9.

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

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

2.5. Supervising Director. The term Supervising Director is a working title used to describe the IELP director in whose programs an Extension Lecturer currently teaches the majority of their time.

2.6. Senior Director. The term Senior Director is a working title used to describe the most senior managerial position in UWC² IELP.

2.7. Executive Council. The term Executive Council is an advisory body of UWC² to the Vice Provost of UWC², which consists of the Vice Provost, Assistant Vice Provosts, and Senior Director-level professional staff appointed by the Vice Provost for Continuum College.

2.8. Preference Survey. The term Preference Survey references a form IELP Extension Lecturers submit to IELP administration, indicating the courses and hours they prefer to teach in the subsequent quarter.

2.9. Family Member. The employee's spouse or same or opposite sex domestic partner, child, parent or person who acted as a parent, grandparent, grandchild, sister, or brother. Family member also includes individuals in the following relationships with the employee's spouse or same or opposite sex domestic partner: child, parent, or grandparent. In addition, it includes those persons in a "step" relationship.

2.10. Academic Human Resources. Academic Human Resources is a central UW resource for the recruitment, hiring, retention and promotion of academic personnel.

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

2.14. Anniversary Date: Anniversary Date is defined as the date on which an Extension Lecturer's first contract/appointment was awarded. If an Extension Lecturer has separated from employment for more than two (2) years, the Anniversary Date shall be the date the employment begins upon their return.

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

Article 3: Union Security

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

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

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

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

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 the reassigned time position will reduce to 5% beginning March 16, 2023, and increase to 33% on September 16, 2025, and until January 30, 2026. As of January 31, 2026, this position will revert to 5%, however, the position will be paid at 33% while a successor agreement is still being bargained. The parties agree that this will be a subject of discussion during successor bargaining.

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

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

Article 5: Non-Discrimination

5.1. Non-Discrimination. In accordance with Executive Order 31 on Nondiscrimination and Affirmative Action, neither the Employer nor the Union shall discriminate against any employee on the basis of race, creed, color, religion, sexual orientation, national origin, citizenship, sex, pregnancy status, gender identity or expression, genetic information, disability, marital status,

age, or covered veteran status; this includes discrimination in the form of sexual harassment. Bona fide occupational qualifications are not to be considered a violation of this section.

In addition, no employee shall be subjected to discrimination or harassment based on union activities or union membership status.

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

Article 6: Probationary Period

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

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

6.2. Completion of the Probationary Period.

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

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

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

6.2.3. Management shall make a good faith effort to deliver notification regarding the Probationary Period to the Extension Lecturer as soon as possible but no later than one

week before the publication of the preliminary teaching schedule for the quarter following the Probation Completion Meeting in Section 2.1.

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

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

6.3. Extension Lecturer Responsibilities.

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

- administer student evaluations for each class taught;
- observe one peer Extension Lecturer each quarter;
- submit a Self Report to the Supervising Director. This Report shall be submitted during the quarter the Extension Lecturer is teaching her/his last class of the Probationary Period but not later than the first week of the following quarter. The Report shall include the dates, classes and names of the Extension Lecturers observed and any other information the Extension Lecturer wants to include that indicates her/his accomplishments and contributions to the program.

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

6.4. Administration Responsibilities.

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

6.4.2. Management may observe Extension Lecturers as appropriate.

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

Article 7: Grievance & Arbitration Procedures

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

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

7.3. Timelines.

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

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

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

7.3.4. 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.

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

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

7.4. Grievance Steps.

7.4.1. 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.

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

- 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 UWC² 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.
- The grievant and the Union shall meet with the Senior Director (or designee) and any appropriate University representatives within fourteen (14) days to discuss the grievance. The Union will be notified in advance of the meeting who the University anticipates will be in attendance.
- The Senior Director (or designee) shall provide the grievant and the Union with a written response to the grievance within seven (7) days of the Step 1 meeting. The response shall include the reasons upon which the decision was based.

7.4.3. Step 2. If no settlement is reached at Step 1, the Union may advance the grievance to Step 2 by submitting a written statement of the grievance via email, including all attachments, with same-day mailing/hand delivery of the original documents, including all attachments to the Vice Provost of Continuum College with a copy sent to the Assistant Vice President of Labor Relations, Labor Relations laborrel@uw.edu, the Senior Director of IELP, and UWC² Human Resources within seven (7) days after receipt of the written Step 1 response. The Union recognizes that

the University may choose to designate other appropriate University personnel to represent the University for a Step 2 appeal. The Vice Provost of Continuum College or designee and the Assistant Vice President of Labor Relations or designee shall meet with the Union and the grievant within fourteen (14) days of receiving the Step 2 appeal, and respond in writing to the grievance within seven (7) days of the meeting. The requirement of a meeting may be waived by mutual agreement.

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

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

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

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

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

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

7.4.5. Step 3 (Arbitration). If Step 2 fails to resolve the grievance, the Union may, within

fourteen (14) days of receiving the written Step 2 response, submit the grievance to the American Arbitration Association for arbitration under their voluntary labor arbitration rules and within the following guidelines:

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

7.5. Information.

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

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

Article 8: Management Rights

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

- To establish, plan, direct and control the University's missions, programs, objectives, activities, resources and priorities
- To establish, revise and administer procedures, reasonable rules and regulations, and direct and control University operations
- To alter, extend, or discontinue existing equipment, facilities, programs and location of operations
- To determine the allocation of all financial and other resources
- To determine or modify the number, qualifications, scheduling, responsibilities and assignment of Extension Lecturers
- To evaluate the performance of Extension Lecturers

- To work with Extension Lecturers to define criteria for performance expectations
- To establish, maintain, modify or enforce standards of performance, conduct, order, and safety
- To apply corrective or disciplinary action or dismiss for just cause
- To establish or modify the academic calendars, including holidays and holiday scheduling, to assign work locations, and schedule teaching assignments
- To recruit, select, hire, transfer; lay-off, promote, reassign, train and further to determine qualifications of Extension Lecturers

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

Article 9: Work Assignment Roster

9.1. Definition. The Work Assignment Roster 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.

9.1.1. Annual contract holders have a minimum of 33% FTE 9-month academic year contract, the option to work in Summer Sessions (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. Retirees are ineligible for annual contracts. Starting June 16, 2025, annual contract holders have a minimum of 50% FTE 9-month academic year contract, the option to work in Summer Sessions (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.

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

9.1.3. All Summer Sessions Appointments are 2.5 month quarterly contracts and placement is determined by the Preference Survey, required experience, and the Work Assignment Roster.

9.2. Initial Placement. Extension Lecturers shall be placed on the Work Assignment Roster based on their position on the Hiring List as of May 1, 2017. Placement shall be ordered first 1) by the date the Extension Lecturer's first Annual Contract was awarded and then 2) by the

Anniversary Date. Extension Lecturers added to the Work Assignment Roster after May 1, 2017 will be by order of date of joining the Roster after successful completion of the probationary period.

9.3. Annual contracts.

9.3.1 The Teaching Pool is calculated annually in spring quarter by adding the total number of hours assigned to Extension Lecturers from spring, winter, and autumn quarters of the current academic year divided by nine (9). Efforts will be made to award annual contracts to 75% of the pool of IELP Extension Lecturers, provided they are eligible. Logistics and number of anticipated course offerings in the upcoming academic year are considerations for determining the number of annual contracts to be awarded. Management will make the final determination on the number of annual contracts awarded and their associated FTE.

9.3.2. A selection committee of three (3) Extension Lecturers and two (2) directors will meet to make recommendations for first time annual appointments for those who have never previously had an annual contract from applications of interested teachers, based on the following criteria:

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

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

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

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

9.5. Breaks in Service. If an Extension Lecturer is on an approved Leave of Absence without Pay for not more than two (2) years, the Extension Lecturer shall retain their position on the Work Assignment Roster. Extension Lecturers in unpaid status with IELP for more than five (5) years shall be removed from the Work Assignment Roster. Starting June 16, 2025, Extension Lecturers in unpaid status with IELP for more than three (3) years shall be removed from the Work Assignment Roster.

9.6. Return Rights.

9.6.1 If an Extension Lecturer on the Work Assignment Roster takes an administrative position within IELP or UWC², they have the right to return to the same position on the Work Assignment Roster in the event of a return to teaching.

- **9.6.2** An Extension Lecturer who has successfully completed the Probationary Period and has been away from IELP employment for a period of five (5) years or less is not required to repeat the Probationary Period upon their return. Starting June 16, 2025, Extension Lecturers who are no longer on the Work Assignment Roster, shall be added to the bottom of the Work Assignment Roster.

9.8. Extension Lecturer Status.

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

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

9.8.2. Advanced Extension Lecturer Responsibilities. Advanced Extension Lecturers agree to perform at least one of the following activities during the academic year: serve

as mentors, train practicum teachers, conduct professional development sessions during annual in-service meetings, review Canvas course pages, archive/organize materials in course folders on SharePoint and/or serve on IELP hiring and curriculum committees. Management will assign these tasks to Advanced Extension Lecturers as needed.

9.8.3. Advanced Extension Lecturer Duration. Advanced Extension Lecturer status is renewed annually unless the Advanced Extension Lecturer has not fulfilled their responsibilities or opts out. To maintain Advanced Extension Lecturer status, the lecturer must have at least a 33% teaching assignment each quarter, except summer. Advanced Extension Lecturers who no longer wish to have Advanced Extension Lecturer status, or who are not fulfilling responsibilities, will revert to the status of Extension lecturer; the Extension Lecturer may later again request Advanced Extension Lecturer status.

Article 10: Separations

10.1. Layoffs. Layoff is the elimination of a position due to lack of work, a lack of funds and/or because of a reorganization. Layoffs will only apply to extension lecturers holding annual contracts.

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

10.1.2. If the need for layoffs is anticipated in an upcoming quarter, resulting in a reduction in the bargaining unit of more than 25%, the IELP Senior Director (or their designee) will meet with the Union no later than forty-five (45) days prior to the start of the upcoming quarter to discuss supporting reasons for the layoffs and whether or not those layoffs can be mitigated with other options such as job sharing, voluntary reduced work hours or voluntary leaves without pay.

10.1.3. Extension Lecturers are assigned teaching hours based on their position on the Work Assignment Roster. Layoffs are made in reverse seniority order as determined by the Work Assignment Roster.

10.1.4. Decisions made by the Employer regarding the number of layoffs are not subject to grievance and arbitration.

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

10.1.6. Recall. Extension Lecturers laid off will be placed in a recall pool for a period of five (5) years. The recall pool will be based on the order of the Work Assignment Roster (Article 9). If an Extension Lecturer is made two consecutive offers of full-time work on the Preliminary Schedule in the academic year and declines, they shall forfeit their position in the recall pool. It is the responsibility of the Extension Lecturer to keep the Union and UWC² informed of changes in personal contact information.

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

Article 11: Reassigned Time, Lead Teacher and Specialist Positions

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

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

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

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

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

11.3. Specialist Positions. Specialist Positions fill special needs within the department.

Examples of special needs include the following:

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

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

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

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

11.4.1. Lead Teacher, Specialist Positions, or other Reassigned Time positions are intended for Annual Contract holders. In the event no current Annual Contract holder applies for such positions, Management may expand eligibility to include anyone on the current Work Assignment Roster.

For Specialist Positions including any International Specialized Programs (ISP) positions that are advertised, position on the Work Assignment Roster will be the determining factor used to select any quarterly contract holder who is interested in the position. In the event no one on the current Work Assignment Roster applies for or shows interest in a

position, Management may expand eligibility beyond the Roster. In such cases, the person will be selected by committee.

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

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

Article 12: University Suspended Operations

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

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

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

Article 13: Personnel Files

13.1. Content. The UWC² personnel file includes a Head File and an Annual File. The Head File includes such documents as leave records (including Leave Without Pay requests), the original application materials, appointment letters, and notice letters from Management to the Extension Lecturer. The Head file may also include copies of verifications of employment. The Annual File includes such documents as instructor/course evaluations, the PAS report, commendation letters, and related documentation regarding annual performance. Adverse material, including complaints, warnings, disciplinary letters and performance expectation

letters, will be placed in the Annual File; a copy will be forwarded to the Extension Lecturer at the time the material is included in the file.

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

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

13.4. Retention. In accordance with the current records retention schedule, materials in the Annual File will be dispositioned after three (3) years. During the 3-year cycle, Extension Lecturers have the right to request the removal or correction of materials from their Annual File and may provide a written rebuttal to any information in the files that they consider objectionable. Management will attach the rebuttal to the relevant document. Thirty (30) days prior to the expiration of the three-year period, management will contact the Extension Lectures by email informing the Extension Lecturer of the approaching annual file expiration and offering the Extension Lecturer the option to request a copy of the expiring file by the indicated date.

Article 14: Corrective Action/Formal Discipline

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

14.2. Representation / Weingarten Rights. Employees shall have the right to have a Union representative present at any meeting or conference with a supervisor or administrator when they have a reasonable belief that they 1) may be subject to disciplinary action or 2) the results of the meeting/conference may adversely affect their conditions of employment. When an employee requests a representative, it shall be the employee's responsibility to contact a representative of their choosing. The role of the representative will be to assist and counsel the employee; the decision to secure a representative by an employee shall not unduly delay any meeting, conference or investigation. The representative will not interfere with the Employer's

ability to conduct an investigation. Nothing herein shall be construed to preclude the supervisor or administrator from formally meeting, counseling, and consulting with an employee.

14.3. Corrective Measures and Formal Disciplinary Actions.

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

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

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

14.4. 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.

14.5. 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.

14.6. 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.

14.7. 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.

Article 15: Leaves of Absence

15.1. Sick Time Off.

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

15.1.2. If an Extension Lecturer is absent from work due to a medically-related emergency for themselves or a family member as defined in Article 2 or bereavement time off for a family member as defined in Article 2 for a period not to exceed five (5) days, this is not considered sick time off and therefore not deducted as such. Substitutes will be provided whenever possible and the Extension Lecturer must notify Management at the earliest possible time in case of absence.

15.2. Family Medical Leave.

15.2.1. Family Medical Leave Act (FMLA). The Employer agrees to comply with the provisions of the Family Medical Leave Act. FMLA entitlement is calculated on a rolling backward 12-month period.

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

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

Under RCW 50A, employer provided healthcare benefits must be maintained during a PFML leave, so interspersing time off is not required provided the employee qualifies for a reason under the federal FMLA. Under RCW 50A.15.060(2), the University has elected to offer supplemental benefits in the form of sick time off. During approved FMLA, if the employee is receiving PFML benefits, the employee is not required to use paid sick time off to maintain healthcare benefits.

Employees requesting PFML benefits through the Employment Security Department must provide notice to the University as outlined under RCW 50A.04.030.

Information on PFML can be found at:

<https://ap.washington.edu/ahr/working/leaves/federal-state-leave-policies/washington-state-paid-family-and-medical-leave-pfml/>.

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

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

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

possible time in case of absence. A child care emergency is defined as a situation causing an employee's inability to report for or continue scheduled work because of emergency child care requirements such as unexpected absence of regular care provider, unexpected closure of the child's school, or unexpected need to pick up child at school earlier than normal.

15.5. Leave of Absence Without Pay.

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

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

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

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

15.7. Civil Duty Time Off. Extension Lecturers are eligible for paid time off to serve on a jury or to exercise other subpoenaed civil duties. In order to be approved, Extension Lecturers must submit their request for Civil Duty Time Off to the Senior Director of IELP via email as soon as they receive notice from the court and then provide documentation from the court that they served during the period requested.

Article 16: Job Descriptions/Workload

16.1. Job Description.

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

16.1.2. Core Job Responsibilities.

- Teach assigned classes at the times and places scheduled by Management

- Provide administration and students with a syllabus, consistent with the Course Description, for each course assigned
- Prepare lesson plans and materials
- Collaborate in the creation of exams or assessment materials as appropriate
- Conduct exams
- Correct homework and exams and evaluate student progress
- Conduct instructor/course evaluations
- Read and respond to work-related correspondence sent to @uw.edu email address
- Hold office hours
- Attend required meetings (e.g., program meetings and in-service) and events (e.g., opening and closing ceremonies)
- Observe all program dates for reports
- Provide information for administrative reports (e.g., attendance, student transfers, curriculum surveys, and grades)
- Submit student grades in compliance with program requirements and within established timelines
- Participate in program start-up duties (e.g., registration, orientation and placement)
- Complete UW and UWC² required training (e.g., FERPA online training, Violence Prevention and Response training, Sexual Harassment Prevention training and Title IX training)
- Comply with University and UWC² policies

16.2. Workload.

16.2.1. Schedules.

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

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

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

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

16.2.2. Calendar. The IELP Director or designee will meet with Union representatives at a Joint Labor Management meeting during the time the calendar is being developed to discuss options. The dates for the Academic English Program (AEP), will adhere to the University's academic calendar. The dates for new or International Specialized Programs shall be communicated as far in advance as possible.

16.2.2.1. Program Date Changes. Changes in program dates shall be communicated to the impacted Extension Lecturers with at least two (2) weeks of advance notice prior to the change and after the Supervising Director has met with Union representatives to work on the changed dates. Management will consider an alternative proposal to a calendar change if submitted in a timely manner.

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

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

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

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

16.4. Voluntary Change in Workload. With the exception of summer sessions, Extension Lecturers with an annual contract need to request pre-approval from the Senior Director to work less than the assigned FTE (100% FTE is equal to 150 contact hours per quarter) or to work for other UW departments. The approval decision will be based primarily on factors of enrollment and availability of instructors.

16.5. Workload in International Specialized Programs (ISP) Including Customized or Special Programs. In order to determine a workload equivalency for ISP with established programs, the following formula shall be used by Management in determining the workload FTE for ISP classes:

16.5.1. Calculation. Raw FTE = $n / 7080$, where n = the number of actual contact minutes in the program. For the purposes of this calculation, contact minutes includes instruction time, educational field trips, and attending lectures as part of a support model in order to plan subsequent lesson(s) and field trips. The Raw FTE shall be used to 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

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

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

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

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

Article 17: Benefits

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

Article 18: Professional Development

18.1. Tuition Waivers.

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

When an Extension Lecturer takes a UW or UWC² course related to their work, costs beyond the registration fee may be covered with funds provided by UWC² for professional development (Article 18.2).

18.2. UWC² Professional Development.

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

18.3. Use of Funds.

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

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

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

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

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

18.4. Process.

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

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

18.6. University Affiliation. An Extension Lecturer may use their work email and affiliation to the University of Washington in association with professional publications, subject to UW policies and state ethics laws.

Article 19: Performance Appraisal

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

19.2. Performance Appraisal.

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

- **Student Evaluations.** Extension Lecturers must conduct the *L-form Instructor and Course Evaluation* in every course they teach, except those courses with fewer than 15 classroom instructional hours or with groups of students under age 18. Other evaluation forms may be substituted by an instructor with the approval of the Senior Director if the L-form is not the most appropriate.

- **Teaching Observations.** Teaching observation materials, including lesson plan and observation report, are placed in the Annual File. Observations shall be conducted every three (3) years by a program director. Teaching observations shall be conducted every four (4) years for Extension Lecturers with more than ten (10) years of teaching experience in IELP. Teaching observations are not required in fully asynchronous online courses. Teaching observations are conducted in classroom-based, in-person classes, as well as synchronous, online courses. If an Extension Lecturer does not teach such an “observable” class in the observation year period, the observation requirement is postponed for one (1) year. If changes to the Observation Report Form are necessary, the changes will be agreed to in a Labor Management Committee meeting.
- **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 contact the Extension Lecturer to acknowledge submission, clarify details, provide initial feedback to the Extension Lecturer and offer a face-to-face meeting.
- 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, international conferences, webinars, workshops, seminars, symposia, self-study and classroom or online courses; relevant certifications	Attends in-service sessions and conduct two peer observations.	Does not meet minimum expectations, including attending in-service requirements
Department Contributions	Examples include but are not limited to: committee work, in-service presentations or organization; teacher training support for MATESOL students; 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

If an Extension Lecturer is not performing to standard, a performance improvement plan can be developed. The purpose of an improvement plan is to be corrective, not punitive, and is to help the Extension Lecturer improve their performance. When needed, a performance improvement plan will be developed by the Supervising Director with input from the Employee by the end of Spring Quarter. The plan will be for a specified time, not to be more than one (1) year, and will include clear measurable goals and recommended training where applicable. Unsatisfactory

completion of a performance review may result in disciplinary action up to and including dismissal.

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

Article 20: Labor Management Committee

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

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.
- Test Proctoring: \$35 per hour (for placement test proctoring that is not performed as part of registration duties).
- Test Rating: \$75 per hour
 - ITA appeals sessions are paid in increments of 3, \$75 for 1-3 appeals, \$150 for 4-6 appeals, \$225 for 7-9 appeals, etc.
 - ENGL 105 Final Exam rating: \$150 per class session.

- A lecture or presentation given in an IELP course is based on the hourly teaching rate as follows:
 - A lecture or presentation prepared in advance for one class period (or hour): \$140.
 - A videotaped exam lecture prepared in advance: \$140.
 - A lecture or presentation prepared in advance for half a class period (or 30 minutes): \$70.
 - A non-prepared Q&A session for one class period (or hour): \$70.
- A lecture or presentation prepared in advance and including Q&A given in I-TEFL or any other English Language Teacher training program: \$195 for 60 minutes; \$260 for 90 minutes; \$390 for 120 minutes.
- Non-curricular projects: \$35 per hour (e.g., taking an inventory and re-shelving IELP library materials, additional registration duties, manual revision, and program reports).
- Curriculum Development: individual's own hourly rate equivalent, not to exceed a combined 125% FTE.
 For curriculum development projects, an individual's hourly rate of pay equivalent is calculated by dividing the regular monthly salary by 50 (e.g., \$3600 ÷ 50 = \$72).
- ENGL 105 rater training/calibration: \$75 per training cycle for those raters who successfully complete and pass the training. The IELP Director will determine the number of extension lecturers that can participate per training cycle.

Management will consult with the Union if future project work does not fit into one of the categories above.

21.2.2. Lead Teacher Pay is \$1350/quarter.

21.3. Performance-Based Base Salary Increases. UWC² has tied 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.

The Employer will assign performance-based pay by placing individual Extension Lecturers in one (1) of two (2) tiers: Extension Lecturers who are determined to be meritorious will receive a

higher merit increase than those who have been determined to not be meritorious. Decisions regarding specific salary increases for Extension Lecturers will be made by the Employer and are not subject to grievance.

21.4. Salary Increase Eligibility. In addition to the conditions outlined in Section 3, beginning with the 2023 performance-based base salary increases/merit, Extension Lecturers with letters of appointment are eligible for performance-based consideration if they have successfully performed all of the following:

- Completed the Probationary Period
- Worked 33% or more per quarter for one (1) of four (4) quarters during the annual review cycle (autumn of the previous year through summer of current year) in English language-related programs within UWC² or in programs outside IELP that were approved in advance for performance-based consideration by the Employer
- Submitted a (PAS) annual report
- Met minimum performance-based standards as defined in Article 16, 1.2 and Article 19
- Conducted the L-form Instructor and Course Evaluation in every applicable course, except those with fewer than 15 total classroom instructional hours or with groups of students under the age of 18.

Fellowship and Fulbright-type programs do not count towards the requirement to work a 33% or more FTE per quarter in three (3) of four (4) quarters during the same annual review cycle.

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

Retired Extension Lecturers are eligible to receive performance-based base salary increases/merit increases in accordance with the requirements above starting with 2023 performance-based base salary increases/merit.

21.5. Initial Base Salary Determination upon Hire. The appropriate base salary for a new Extension Lecturer will be based on the new instructor's training and experience and will be determined by the Employer. The minimum base salary for full-time and regular part-time Extension Lecturers is \$4158/month.

Years of Experience	Minimum Monthly Salary
15+ years	\$4,505
10-15 years	\$4,274
0-10 years	\$4,158

21.6 Advance Extension Lecturer Premium. Advanced Extension Lecturers receive a 1% premium pay for each quarter in which they work with the status of Advanced Extension Lecturer. See Article 9.7.3.

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

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

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

Article 22: Complete Agreement and Conformity to Law

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

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

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

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

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 February 13, 2023 and shall remain in full force and effect through the 31st day of January, 2026. 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.

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE UNIVERSITY OF WASHINGTON (UNIVERSITY)

AND

AFT-UWELF (UNION)

MOU A: RETENTION INCREASE

Effective February 16, 2023, a retention increase of 4% will be provided to the base salaries of the AFT employees listed below who are teaching or have an FTE assignment as of Feb 16, 2023. Instructors who received merit in Sept 2022 are not eligible for this increase.

Altman, Jennifer
Gruen, Peter
Haywood, Jennifer
Hommer, Dirk
Jones, Alex
Lenz-Hackett, Cherie
Martone, Jean
Schaeffer, Donna
Seales, Mary Kay
Smolker, Michael

This MOU will expire upon implementation.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF WASHINGTON – INTERNATIONAL & ENGLISH LANGUAGE
PROGRAMS
AND
AFT-UW ENGLISH LANGUAGE FACULTY LOCAL 6486**

MOU B: WORK ASSIGNMENT ROSTER

The parties to this agreement are the University of Washington, International & English Language Programs (“IELP”) and AFT-UW English Language Faculty, Local 6486 (“The Union”). The parties agree as follows:

- I. Extension Lecturers who submitted a retirement application between July 1, 2020 and August 31, 2021 may request that their position on the Work Assignment Roster (WAR) be maintained under the following conditions:

- i. Inform management and the union of a wish to maintain their position on the WAR by September 22, 2021.
 - ii. Submit course preferences each quarter they would like to have a class assigned.
 - iii. Inform management when they no longer wish to be considered for work in IELP.
- II. The position on the WAR will be used to assign a maximum of one 33% FTE class or equivalent per quarter if available. Additional classes/work may be assigned if no-one else on the WAR is available or willing to teach. Retirees can continue to do hourly work within the relevant retirement plan limitations.
- III. Retirees are not eligible for Advanced Extension Lecturer status.

SIDE LETTER – U-PASS

February 13, 2023

The parties agree to the following regarding U-PASS:

Bargaining unit employees with an active appointment will not be charged a fee for a U-PASS. Bargaining unit employees are responsible for ending payroll deductions. Payroll deductions will continue until bargaining unit employees notify Transportation Services via email or visit the office to stop deductions. No refunds will be processed.

This Side Letter expires on January 31, 2026.