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In the Matter of the Request for Arbitration,  
UAW, LOCAL 4121,  
Grievant,  
vs.  
UNIVERSITY OF WASHINGTON,  
Employer

No. UAW 986-09  
UW11-2445

MEMORANDUM OF SETTLEMENT –  
“LAST, BEST and FINAL”

MEMORANDUM OF SETTLEMENT – “LAST, BEST and FINAL”

The parties hereto covenant and agree to the following terms in consideration for the full and final settlement of all matters relating the arbitration award enumerated above:

1. The arbitration decision dated May 24, 2012 is hereby deemed to be void and of no effect. This Settlement Agreement is a full and final resolution of all issues raised that arbitration and a complete statement of the agreement between the University and UAW, Local 4121 regarding the Universal Student U-PASS Fee (“U- PASS Fee”) and the Student Facility Renovation Fee (“SFR”), and supersedes all prior agreements on this topic.
2. Except as otherwise specified in this agreement, all ASEs shall pay the U-PASS Fee and Student Facility Renovation Fee as such are revised and amended from time to time.
3. The reference in Article 7 of the Collective Bargaining Agreement (CBA) to “ASEs with a 50% FTE appointment” is agreed to mean those ASEs with an appointment that is not on an hourly or stipend basis and who also have a Full Time Equivalency (FTE) appointment equal to or greater than 50%; the terms “.5 FTE appointment” and

1           “50% FTE appointment” are used interchangeably in this agreement with the same  
2 meaning as the language in Article 7 of the CBA.

3 4. The terms “Academic Year” and “Academic Quarter” represent time periods defined  
4 by the University.

5 5. With respect to matters relating to the U-PASS, the parties agree to the following  
6 terms:

7           a. Academic Student Employees (“ASEs”) who presented the U-PASS contained  
8 in their Husky Card’s embedded smart chip at an ORCA card reader or used  
9 other U-PASS services less than twenty (20) times during any academic  
10 quarter during the 2011/2012 academic year for which they had a .5 FTE  
11 appointment shall receive full rebate from the University of amounts paid in  
12 U-PASS Fees for each such quarter.

13           b. For each academic quarter beginning with the 2012/2013 academic year  
14 through spring 2015 academic quarter, ASE’s holding a .5 FTE appointment  
15 who do not present the U-PASS contained in their Husky Card’s embedded  
16 smart chip at an Orca card reader or use other U-PASS services more than one  
17 (1) time during any academic quarter for which they hold that appointment  
18 shall be considered “Eligible Non Users” for that Academic Quarter. If fifteen  
19 percent (15%) or fewer of ASEs holding a .5 FTE appointment during an  
20 Academic Quarter are Eligible Non Users, full rebate of U-PASS Fees will be  
21 granted by the University to all Eligible Non-Users for that quarter. In the  
22 event that the total percentage of Eligible Non-Users exceeds fifteen percent  
23 (15%) of the ASEs holding a .5 FTE appointment in an academic quarter, the  
24 resulting rebate shall be an amount equal to fifteen percent (15%) of the U-  
25 PASS Fees paid by ASEs holding a .5 FTE appointment, and will be  
26

1 distributed to the Eligible Non Users for that quarter on a “pro rata” basis.  
2 This rebate will occur after the end of each quarter.

3 c. Each ASE seeking a rebate at the conclusion of the academic quarter must  
4 provide UW Transportation a signed statement affirming that they are eligible  
5 for the rebate and waiving confidentiality so that UW Transportation may  
6 access the ASE’s ORCA record of U-PASS usage.

7 6. With respect to the Student Facility Renovation Fee the parties agree to the following  
8 terms:

9 a. To ASE’s who paid the SFR during any academic quarter in the 2011/2012  
10 academic year for which they had a .5 FTE appointment, the UW shall remit  
11 the full amount so paid.

12 b. For each ASE who has a .5 FTE appointment and pays the SFR during any  
13 academic quarter in the 2012/2013 academic year, the ASE shall pay one-half  
14 (50%) of the SFR for that academic quarter.

15 c. For each ASE who has a .5 FTE appointment and pays the SFR during any  
16 academic quarter in the 2013/2014 academic year, the ASE shall pay one-half  
17 (50%) of the SFR for that academic quarter.

18 d. For each ASE who has a .5 FTE appointment and pays the SFR during any  
19 academic quarter in the 2014/2015 academic year, the ASE shall pay one-half  
20 (50%) of the SFR for that academic quarter.

21 7. The parties to this Memorandum of Settlement hereby release and discharge the  
22 arbitrator, Gary Axon, from any further jurisdiction in this matter.

23 Entered this 27th day of September 2012.

24 For the Employer:

For the UAW, Local 4121:

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Mindy Kornberg, V.P. for HR

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David Parsons, President, UAW, Local 4121

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