

BEFORE GARY L. AXON, ARBITRATOR

In the Matter of the Arbitration Between

INTERNATIONAL UNION, UNITED
AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA (UAW),
LOCAL UNION 4121,

Union,

and

THE UNIVERSITY OF WASHINGTON,

Employer.

UNION'S MOTION TO RESOLVE A
DISPUTE ARISING OUT OF THE
REMEDY

I. INTRODUCTION

This case was presented to Arbitrator Gary L. Axon at a hearing on March 7, 2012. On May 24, 2012, the Arbitrator issued an award in which he sustained the Union's grievance, finding that the University of Washington (UW or University) violated the parties' collective bargaining agreement (CBA) when it failed to maintain tuition and fee waivers at "current rates/level" as required by Article 7 of the CBA. Specifically, the Arbitrator found that the UW violated Article 7 in September 2011 when it imposed a Universal Student U-Pass fee (Universal U-Pass fee) and a Student Facilities Renovation fee (FR fee) on 50% FTE Academic Student Employees. The Arbitrator's award provides as follows:

The Arbitrator concludes the Employer is liable to the Union for monetary damages relating to the violation of the Collective Bargaining Agreement. The calculation of monetary damages due, with interest at the legal rate, is remanded back to the parties for computation and payment. The Arbitrator will retain jurisdiction for a period of ninety (90) days from the date of this Award to resolve any disputes arising out of the remedy so ordered.

Following the issuance of the Arbitrator's opinion and award, the parties engaged in discussions to resolve issues related to the remedy and agreed to extend the arbitrator's jurisdiction until October 19, 2012. The parties have not been able to reach agreement regarding the remedy.

The Union, therefore, files this Motion, requesting that the Arbitrator resolve the remedy dispute.

II. REMEDY

A. Universal U-Pass Fee

As set forth in the Arbitrator's decision, the University violated Article 7 by unilaterally imposing a new Universal U-Pass fee on 50% ASEs in September 2011. Based on discussion between the parties about an implementation system that would best suit the current U-Pass program, the Union requests that the Arbitrator order as a remedy (1) that for each academic quarter from Fall 2011 to the present, the University reimburse each 50% ASE who presented the U-PASS contained in their Husky Card's embedded smart chip at an ORCA card reader or used other U-PASS services fewer than twenty (20) times during the academic quarter, an amount equal to the Universal U-Pass fee paid by the ASE; (2) that the University pay each 50% ASE who receives a reimbursement pursuant to paragraph (1) above, interest at the legal rate from the date the ASE paid the fee to the date the University makes the reimbursement payment; and (3) that for each academic quarter after the current quarter the University promptly reimburse each 50% ASE who declines the Universal U-Pass an amount equal to the Universal U-Pass fee, subject to the following condition. In the event that the total percentage of 50% ASEs

who decline the Universal U-Pass for the quarter exceeds fifteen percent (15%) of the total number of ASEs eligible for reimbursement, the total amount of the reimbursement shall be an amount equal to fifteen percent (15%) of the Universal U-Pass fees paid by all 50% ASEs, and individual reimbursements shall be distributed on a pro rata basis.

B. Student Facilities Renovation Fee

As set forth in the Arbitrator's decision, the University violated Article 7 by unilaterally imposing a new Facilities Renovation fee beginning in September 2011. The Union requests that the Arbitrator order as a remedy (1) that the University reimburse each 50% ASE the amount of the FR fee for each academic quarter from Fall 2011 to the present; (2) that the University pay each 50% ASE who receives a reimbursement pursuant to paragraph (1) above, interest at the legal rate from the date the ASE paid the fee to the date the University makes the reimbursement payment; and (3) that for each academic quarter after the current quarter the University waive the FR fee.

C. Interest

As set forth above, the Arbitrator's award requires that the UW pay "interest at the legal rate" on the monetary damages. The Union requests that the Arbitrator order interest to be paid at the rate of 12% per annum which is the rate used in the State of Washington for both civil judgments and awards made by the Public Employment Relations Board (PERC). That rate is established by statute and administrative rule. Thus, in RCW 4.56.110 the state directs that civil judgments (except in specific circumstances not applicable here) shall bear interest "at the maximum rate permitted under RCW 19.52.020." RCW 4.56.110(4). The maximum rate of interest permitted under RCW 19.52.020 is "Twelve percent per annum." RCW 19.52.020(1). PERC has adopted this

interest rate, directing that monetary amounts due under PERC awards “shall be subject to interest at the rate which would accrue on a civil judgment of the Washington state courts, from the date of the violation to the date of payment.” WAC 391-45-410(3).

III. CONCLUSION

The Union respectfully requests that the Arbitrator resolve the dispute arising out of the remedy by issuing an order as set forth above.

DATED this 19th day of October, 2012.

Respectfully submitted,

By: _____

David Parsons

President

UAW Local 4121