

IN THE MATTER OF ARBITRATION)	
)	
BETWEEN)	
)	
THE INTERNATIONAL UNION,)	SUPPLEMENTAL AWARD
UNITED AUTOMOBILE, AEROSPACE)	
AND AGRICULTURAL IMPLEMENT)	
WORKERS OF AMERICA, (UAW),)	
LOCAL UNION 4121,)	
)	
Union,)	
)	
and)	
)	
THE UNIVERSITY OF WASHINGTON,)	
)	
Employer.)	

In an Award dated May 24, 2012, this Arbitrator sustained the Union’s grievance holding the Employer violated the Collective Bargaining Agreement (CBA) when the Employer unilaterally imposed the Universal Student U-Pass fee and the Facilities Renovation fee on 50% FTE Academic Student Employees beginning with the Fall 2011 academic term.

The Employer filed a Motion For Reconsideration (Motion) of the Arbitrator’s Award. The Motion requested the Award be reconsidered and vacated, and the Union’s grievance be denied. The essence of the Employer’s argument was, “The grievance is not supported by the contract, contravenes state statute and public policy, and should be denied.”

The Employer also argued, “The Arbitrator should reconsider and clarify if necessary, his decision to avoid giving ASEs a windfall.”

The Union objected to the Employer’s Motion on the grounds the Arbitrator has no authority under the CBA to reconsider the arbitration decision after it is rendered.

In addition, under the common law doctrine of *functus officio*, an arbitrator has no power to reconsider or vacate an award after the arbitrator has issued his decision. The Employer responded the Arbitrator had jurisdiction to consider the Motion because the Award was not final.

On December 19, 2012, counsel for the parties and the Arbitrator participated in a conference call to discuss the Motion. Counsel were given the full and complete opportunity to argue their respective positions on the Motion. The issue of the Employer's request to reconsider the remedy ordered and clarification regarding the damages was left open pending a decision on the merits of the Motion.

1. Motion to Reconsider and Vacate the Award

I find the Employer's Motion to reconsider, and vacate the Award is a challenge to the merits of the Award. I hold that under the doctrine of *functus officio* this Arbitrator has no power to reconsider and vacate the Award once it has been published.

Arbitral authority is well established that an arbitrator may retain jurisdiction in an award or by express agreement of the parties to calculate and compute the amount of damages due, if any. In the instant case the parties agreed that I would retain jurisdiction on any matters related to computation of any remedy that might be awarded. Tr., p. 7. Further, if I denied the grievance the remedy issue would be moot. In my Award, I retained jurisdiction for the sole purpose, "to resolve any disputes arising out of the remedy so ordered."

The retention of jurisdiction to resolve any questions arising out of a remedy that might be awarded does not contravene the doctrine of *functus officio* because remedial issues do not go to the merits of the case. In the instant case, my

retention of jurisdiction was limited only to remedial questions. Thus, I am compelled to reject the Employer's claim that the Award was not final.

2. Remedy

There is no dispute between the parties that I have jurisdiction to address remedial questions. The parties are ordered to enter into further negotiations to bring the remedial questions to a close. In the negotiations the parties should be mindful that this Award contemplates a make whole remedy for the members of the bargaining unit.

I will continue my jurisdiction over the remedial issues until notified by the parties that a resolution of this phase of the case is reached.

It is so ordered.

A handwritten signature in black ink that reads "Gary L. Axon". The signature is written in a cursive, flowing style.

Gary L. Axon
Arbitrator

Dated: December 22, 2012