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3 In the Matter of the Request for Arbitration,

4 UAW, LOCAL 4121,

5 Grievant,

6 vs.

7 UNIVERSITY OF WASHINGTON,

8 Employer

No. UAW 986-09  
UW11-2445

SETTLEMENT AGREEMENT

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10 The parties hereto agree to the following terms as a full and final remedy for the  
11 grievance that is the subject of this arbitration and resolving all issues raised in this matter:

- 12 1. Except as otherwise specified in this agreement, all Academic Student Employees  
13 (“ASEs”) shall pay the U-PASS Fee and Student Facility Renovation Fee, as such are  
14 revised and amended from time to time.
- 15 2. The term “.5 FTE appointment” used in this agreement is agreed to have the same  
16 meaning as the reference in Article 7 of the Collective Bargaining Agreement to  
17 “ASEs with a 50% FTE appointment.”
- 18 3. The references to any “academic year” and any “academic quarter” shall mean such  
19 time periods as defined by the University.
- 20 4. With respect to matters relating to the U-PASS, the parties agree to the following  
21 terms:
- 22 a. ASEs who presented the U-PASS contained in their Husky Card’s embedded  
23 smart chip at an ORCA card reader or used other U-PASS services 5 times or  
24 less, during any academic quarter of the 2011/2012 academic year and fall  
25 quarter 2012, for which they had a .5 FTE appointment shall receive full  
26 remission from the University of amounts paid in U-PASS Fees for each such

1 academic quarter. Such remissions shall include interest at 12% calculated on  
2 an annualized basis.

3 b. For each academic quarter beginning with winter quarter 2013 through spring  
4 2015 academic quarter, ASE's holding a .5 FTE appointment who do not  
5 present the U-PASS contained in their Husky Card's embedded smart chip at  
6 an Orca card reader or use other U-PASS services during any academic  
7 quarter for which they hold that appointment shall be considered "Eligible  
8 Non Users" for that academic quarter. If 15% or fewer of ASEs holding a .5  
9 FTE appointment during an academic quarter are Eligible Non Users, a full  
10 remission of U-PASS Fees will be granted by the University to all Eligible  
11 Non-Users for that academic quarter. In the event that the total percentage of  
12 Eligible Non-Users exceeds 15% of the ASEs holding a .5 FTE appointment  
13 in any particular academic quarter, the total resulting remission to all ASEs  
14 collectively shall be an amount equal to 15% of the U-PASS Fees paid by the  
15 ASEs holding a .5 FTE appointment during that academic quarter, and will be  
16 distributed to the Eligible Non Users for that academic quarter on a "pro rata"  
17 basis. This remission will occur after the end of each academic quarter.

18 c. The University and the Union shall work together to establish a system to  
19 verify eligibility of Eligible Non Users.

20 5. With respect to the Student Facility Renovation Fee, the parties agree to the following  
21 terms:

22 a. For ASEs who paid the SFR during any academic quarter in the 2011/2012  
23 academic year for which they had a .5 FTE appointment, the UW shall remit  
24 the full amount so paid. Such remissions shall include interest at 12%  
25 calculated on an annualized basis.

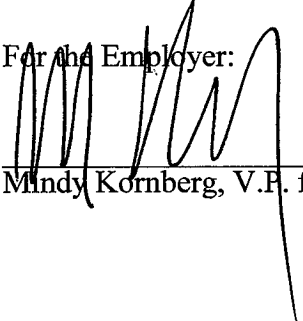
- 1           b. For each ASE who has a .5 FTE appointment and pays the SFR during the fall  
2           and/or winter academic quarters in the 2012/2013 academic year, the UW  
3           shall remit the full amount so paid. Such remissions shall include interest at  
4           12% calculated on an annualized basis.
- 5           c. Each ASE who has a .5 FTE appointment during the spring and/or summer  
6           academic quarters in the 2012/2013 academic year, shall pay one-half (50%)  
7           of the SFR for such academic quarter or quarters.
- 8           d. Each ASE who has a .5 FTE appointment during the fall, winter and/or spring  
9           academic quarters in the 2013/2014 academic year, shall pay one-half (50%)  
10          of the SFR for such academic quarter or quarters.
- 11          e. Each ASE who has a .5 FTE appointment during the summer of the  
12          2013/2014 academic year, shall not be responsible for any portion of the SFR  
13          for such academic quarter.
- 14          f. Each ASE who has a .5 FTE appointment during the 2014/2015 academic  
15          year (for purposes of this agreement the summer academic quarter of the  
16          2014/2015 is specially excluded from all calculations), shall not be  
17          responsible for any portion of the SFR for such academic quarter or quarters.
- 18          6. If administratively feasible, the University will implement a system that avoids billing  
19          ASEs for fees or portions of fees for which they are not responsible under paragraph  
20          5, above. If this is not feasible, ASEs will pay the fees in question and, to the extent  
21          an ASE pays a fee for which the ASE is not responsible, the University will promptly  
22          remit such payments.
- 23          7. The University and the Union acknowledge and agree that any payments or waivers  
24          contemplated in this agreement could be subject to tax reporting and withholding  
25          requirements in accordance with applicable law.
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- 8. The University will pay all remittances due to the ASEs in the most prompt manner feasible.
- 9. The University will enact a system that mitigates the cash flow challenges to which ASE's are subject when fees are due (for example, allowing 50% ASEs to pay fees according to different deadlines or spreading them out over the course of the quarter; providing advance loans for 50% ASEs to cover the fees, etc).
- 10. The terms of this agreement that require remission, or permit the avoidance, of certain fees extends only through the effective date of the current Collective Bargaining Agreement between the parties.
- 11. Nothing in this agreement modifies any provision of the current Collective Bargaining Agreement between the parties.

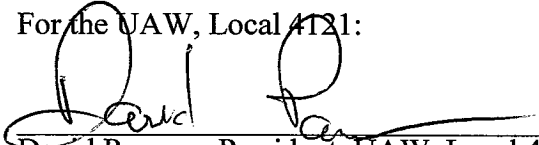
Entered this 23 day of January, 2013

For the Employer:



Mindy Kornberg, V.P. for HR

For the UAW, Local 4121:



David Parsons, President, UAW, Local 4121