

SETTLEMENT AGREEMENT

Parties and Purpose

The parties to this Settlement Agreement (hereinafter, “Agreement”) are the UAW, Local 4121, Academic Student Employees and UAW, Local 4121, Postdoctoral Scholars, (collectively “the Union”), and the University of Washington and all of its affiliated entities (including, but not limited to, its successors and assignees, and each and every one of its past or present employees, officials, officers, agents, attorneys, representatives or indemnitees, in their individual or official capacities) (jointly defined as “the University”).

The parties voluntarily enter this Agreement to completely resolve all disputes related to the Union’s Unfair Labor Practice charges (131411-U and 131412-U) and the Academic Student Employees (ASE) grievance filed on December 21, 2018 in accordance with the terms specified below:

Terms of Settlement

1. **No Admission.** The Union and the University agree that by entering this Agreement, the parties are not admitting any fault, liability or wrongdoing with respect to the Union’s ULP charges or the ASE grievance.
2. **Agreement.** The University and the Union agree to the following:
 - A. The University agrees to refund ASEs for all PFML premiums deducted from ASE wages from 6/16/2019 to 10/31/2019. The refund will be processed in the first available pay period as determined by the University.
 - B. The University agrees to conduct a search for departmental requests made to the Benefits Office by email for continuation of GAIP coverage for ASEs taking leave under Article 17 and inform the Union of the number of such requests made each academic year. The search will encompass approximately the last three years, September 1, 2016 to October 8, 2019. The University will make best efforts to provide the Union with a response to future requests for this information within 30 days.
 - C. The University will provide the Union with an accounting of the Postdocs PFML premium refunds processed by the UW to date.
 - D. Upon request, an individual ASE has the right to a meeting with their department chair, or designee with authority, to attempt to identify solutions for the individual if they have been notified by the Employment Security Department that they do not qualify for PFML. Best efforts will be made to schedule a meeting within five (5) business days of the ASE’s request to meet.

- E. The Union agrees to withdraw its Unfair Labor Practice charges (131411-U and 131412-U). The grievance filed on December 21, 2018 is hereby withdrawn by signature of the Union on this agreement.
 - F. Simultaneously with its signature on this agreement, the Union signs the attached tentative agreement as appended exhibit A, to the UAW ASE CBA titled “New Article XX – Washington Family Medical Leave Program.”
 - G. The Union agrees that the premium split outlined in RCW 50A.04 applies to the employees covered by the UAW ASE CBA.
 - H. Before December 31, 2019, the University will provide the Union with complete Paid Family Medical Leave reports for UAW represented employees as submitted to the Washington State Employment Security Department (“ESD”) for the previous quarter pursuant to RCW 50A.04.215 and WAC 192-540-030. The University will provide the Union with the same report again on August 1, 2020 and February 1, 2021,
- 3. **Effective Date.** This Agreement shall become effective on the date of the last signature of the parties.
 - 4. **Entire Agreement.** This Agreement is the entire agreement between the parties and replaces and/or supersedes any other negotiations, discussions or understandings.
 - 5. This Agreement may be modified only by a later written agreement that is signed by all parties.
 - 6. **Choice of Law.** This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by the laws of the State of Washington, notwithstanding its choice of law rules. The parties agree that any legal action related in any way to this Agreement or to the underlying issues shall be brought exclusively in the Superior Court for King County, Seattle, Washington.
 - 7. **Attorney’s Fees and Costs.** The parties agree that in any dispute involving this Agreement, each party shall bear their own attorney’s fees and costs.

The undersigned, by their signatures, hereby agree to be bound by the terms of this Agreement and acknowledge they have read and understand its terms.