

1  
2 SETTLEMENT AGREEMENT

3 BETWEEN

4 University of Washington

5 AND

6 University of Washington Housestaff Association

7 **Recitals**

8 1) Article 25 of the parties' CBA provides, in part:

9  
10 3. Parking During Nights and Weekends: Residents will have access to parking at no  
11 charge during nights and weekends at UWMC, HMC, SCH and the VA.

12  
13 4. On-Call Parking: Residents will have access to parking at no charge when called into  
14 the hospital while on home-call. Details of these provisions may be found in the UW  
15 GME Parking Policy.<sup>1</sup>

16  
17 2) On December 4, 2018, the Union filed a grievance.

18  
19 3) With the execution of this settlement agreement, the parties hereby resolve the grievance.  
20

21 **Agreement**

22 University of Washington (Employer) and University of Washington Housestaff Association  
23 (Union) hereby agree to the following:

24 1) **No Admission**. The Union and the University agree that by entering this Agreement, the  
25 parties are not admitting any fault, liability or wrongdoing.

26  
27 2) **Free Parking During Nights and Weekends**. The UW agrees to ensure residents have access  
28 to parking at no charge during nights and weekends.

29  
30 a. Nights: Residents shall not be charged for parking during nights whenever they enter a  
31 parking garage after 4 p.m. and exit before 8 a.m. Under no circumstances shall a resident  
32 working an extended-length shift (for example, a 28-hour shift) be charged more than the  
33 amount normally charged for one regular-length day shift.

---

<sup>1</sup> The relevant parking terms and conditions for purposes of this grievance may be found at  
<https://sites.uw.edu/uwgme/parking-transportation-resources/>.

1 b. Weekends: Residents shall not be charged for parking during weekends whenever they  
2 enter a garage beginning at 12 a.m. Saturday and exit before 11:59 p.m. on Sunday.

3 c. Parking at UWMC: Within thirty (30) days of the effective date of this agreement, the  
4 University of Washington Medical Center will implement the terms of this section. The free  
5 parking at the University of Washington Medical Center shall be available at the Triangle  
6 parking garage. When a resident enters the Triangle parking garage after 4 p.m. or on a  
7 weekend, the resident will not be charged for parking if they exit the garage before 8 a.m. or  
8 on the weekend. When a resident enters the Triangle Garage after 4 p.m. or on a weekend,  
9 they will take a ticket at the gate but will not pay. To exit the Triangle garage, a resident will  
10 stop at the kiosk and obtain a card for exiting the garage gate. If the resident exits after 8 a.m.  
11 for scheduled or emergent patient care, the departments will be billed for the parking fee.  
12 However, if the resident remains in the lot past 8 a.m. without scheduled or emergent patient  
13 care justification, they will be subject to the regular parking rates of the lot for the time past 8  
14 a.m. Residents shall request reimbursement for such charges directly from the appropriate  
15 department.

16 d. Parking at Harborview: Within thirty (30) days of the effective date of this agreement,  
17 Harborview Medical Center will implement the terms of this section. The free parking at  
18 Harborview Medical Center, for nights and weekends, shall be available in the P1, P2 and  
19 P3, and P4 lots. Residents shall use their PPUP cards to enter and leave the garage. When a  
20 resident enters the parking garage after 4 p.m. or on a weekend, the resident will not be  
21 charged for parking if they exit the garage before 8 a.m. or on the weekend. If the resident  
22 exits after 8 a.m. for scheduled or emergent patient care, the departments will be billed for  
23 the parking fee. However, if the resident remains in the lot past 8 a.m. without scheduled or  
24 emergent patient care justification, they will be subject to the regular parking rates of the lot  
25 for the time past 8 a.m. Residents shall request reimbursement for such charges directly from  
26 the appropriate medical department.

27 3) Notification. Within 30 days of execution of this Agreement, the UW and the Union will  
28 prepare a joint communication to be emailed to all residents and programs. The  
29 communication will include an explanation of the specific times and parking locations in  
30 which residents will have access to free parking. Additionally, the communication will  
31 inform residents that they are not allowed to park in the Triangle parking garage during  
32 weekday day shifts and residents who park in the Triangle parking garage during the  
33 weekdays may be subject to corrective action.

34  
35 4) Compensation. The UW agrees to ensure that all residents who were charged for parking  
36 during nights or weekends, as defined in this agreement, since September 28, 2018 are  
37 reimbursed. To ensure that all residents are properly reimbursed, within 30 days of execution  
38 of this settlement agreement, the UW will send email correspondence to all residents who  
39 have been employed since September 28, 2018 through the date the communication is sent,  
40 using all email addresses on file with the Employer. The email will direct residents to  
41 identify dates on which they parked during a night or weekend and the amount they were  
42 required to pay on each occasion, and setting a deadline of 45 days from the date the email  
43 was sent for residents to submit such claims for payment. The UW will ensure that each

1 resident who submitted a claim receives compensation for the total claimed amount within 60  
2 days after the termination of the claims period, except as described below.

3  
4 If the UW has reasonable cause to believe that any of the claims submitted by a resident did  
5 not involve the resident incurring fees during a night or weekend period, it may request  
6 additional proof from the resident that the claimed amount was actually incurred.  
7 "Reasonable cause" requires the UW to identify particular evidence supporting its belief that  
8 the claim is invalid, such as evidence that the resident was not scheduled to work a night or  
9 weekend shift on the date of a particular claim, or that the claimed amount did not  
10 correspond with the rates the resident would have incurred. A request for additional proof  
11 will be made within 30 days of the claim being submitted. The resident will then have 30  
12 days to submit additional proof to support the claim. The UW will ensure residents are paid  
13 for the claimed amount determined to be valid by the UW within 60 days of the additional  
14 proof being provided. No resident shall be entitled to reimbursement for parking charges  
15 incurred between September 28, 2018 and January 31, 2019, that were previously reimbursed  
16 as part of the parties' Step 2 grievance procedure, as reflected on pay stubs for the payroll  
17 period ending on February 28, 2019.

18  
19 Within 30 days of any payments being made, the UW will provide an Excel spreadsheet  
20 detailing the amounts paid to each resident, as well as an explanation for any claims the UW  
21 determined to be invalid or not paid in full. A dispute over the amount paid for any particular  
22 claim or multiple claims will be resolved through the parties' agreed upon grievance  
23 mechanism, including final and binding arbitration.

- 24  
25 5) Grievance Resolved. The Union agrees that as of the Effective Date of this Agreement all  
26 claims, demands, grievances, information requests, rights, causes of action and  
27 administrative remedies related to this grievance are satisfied, discharged and settled. The  
28 Union further agrees that, within 7 days of the Effective Date of this Agreement, the Union  
29 shall withdraw any pending public records requests submitted to the UW which are related to  
30 this grievance. This shall not prevent the Union from submitting future additional public  
31 records requests or information requests concerning the same or similar topics in the future.

32 ~~The Employer will pay the Arbitrator's cancellation fee.~~

BE 5/9/20 DFM 5-11-20


- 33  
34 6) Governing Law. This Agreement shall be governed and conformed in accordance with the  
35 laws of the State of Washington and any action filed to enforce this Agreement shall be filed  
36 in King County, State of Washington.

- 37  
38 7) Modification. This Agreement may not be modified, altered or changed except in writing and  
39 signed by the Employer, the Union and Employee through a document wherein specific  
40 reference is made to this Agreement

- 41  
42 8) Entire Agreement. This Agreement sets forth the entire agreement between the Parties hereto,  
43 and fully supersedes any prior agreements or understandings between the Parties.

1 9) Effective Date. This Agreement shall become effective on the date of the last signature of  
2 the parties, and shall remain in effect unless and until contrary terms are bargained for  
3 between the parties.  
4

5  
6 The Parties knowingly and voluntarily sign this Agreement as of the date(s) set forth below:

7  
8 EMPLOYER  
9 By: 

Date 5/9/20

10  
11 UNION  
12 By: 

Date May 8, 2020