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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:
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12 13 14 15	4. On-Call Parking: Residents will have access to parking at no charge when called into the hospital while on home-call. Details of these provisions may be found in the UW GME Parking Policy. ¹
16 17	2) On December 4, 2018, the Union filed a grievance.
18 19 20	3) With the execution of this settlement agreement, the parties hereby resolve the grievance.
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The relevant parking terms and conditions for purposes of this grievance may be found at https://sites.uw.edu/uwgme/parking-transportation-resources/.

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

- c. Parking at UWMC: Within thirty (30) days of the effective date of this agreement, the University of Washington Medical Center will implement the terms of this section. The free parking at the University of Washington Medical Center shall be available at the Triangle parking garage. When a resident enters the Triangle parking garage after 4 p.m. or on a weekend, the resident will not be charged for parking if they exit the garage before 8 a.m. or on the weekend. When a resident enters the Triangle Garage after 4 p.m. or on a weekend, they will take a ticket at the gate but will not pay. To exit the Triangle garage, a resident will stop at the kiosk and obtain a card for exiting the garage gate. If the resident exits after 8 a.m. for scheduled or emergent patient care, the departments will be billed for the parking fee. However, if the resident remains in the lot past 8 a.m. without scheduled or emergent patient care justification, they will be subject to the regular parking rates of the lot for the time past 8 a.m. Residents shall request reimbursement for such charges directly from the appropriate department.
 - d. Parking at Harborview: Within thirty (30) days of the effective date of this agreement, Harborview Medical Center will implement the terms of this section. The free parking at Harborview Medical Center, for nights and weekends, shall be available in the P1, P2 and P3, and P4 lots. Residents shall use their PPUP cards to enter and leave the garage. When a resident enters the parking garage after 4 p.m. or on a weekend, the resident will not be charged for parking if they exit the garage before 8 a.m. or on the weekend. If the resident exits after 8 a.m. for scheduled or emergent patient care, the departments will be billed for the parking fee. However, if the resident remains in the lot past 8 a.m. without scheduled or emergent patient care justification, they will be subject to the regular parking rates of the lot for the time past 8 a.m. Residents shall request reimbursement for such charges directly from the appropriate medical department.
- 3) Notification. Within 30 days of execution of this Agreement, the UW and the Union will prepare a joint communication to be emailed to all residents and programs. The communication will include an explanation of the specific times and parking locations in which residents will have access to free parking. Additionally, the communication will inform residents that they are not allowed to park in the Triangle parking garage during weekday day shifts and residents who park in the Triangle parking garage during the weekdays may be subject to corrective action.
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resident who submitted a claim receives compensation for the total claimed amount within 60 days after the termination of the claims period, except as described below.

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

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

5) Grievance Resolved. The Union agrees that as of the Effective Date of this Agreement all claims, demands, grievances, information requests, rights, causes of action and administrative remedies related to this grievance are satisfied, discharged and settled. The Union further agrees that, within 7 days of the Effective Date of this Agreement, the Union shall withdraw any pending public records requests submitted to the UW which are related to this grievance. This shall not prevent the Union from submitting future additional public records requests or information requests concerning the same or similar topics in the future. The Employer-will pay the Arbitrator's cancellation fee.

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

7) <u>Modification</u>. This Agreement may not be modified, altered or changed except in writing and signed by the Employer, the Union and Employee through a document wherein specific reference is made to this Agreement

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

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8	EMPLOYER
9	By: β Date $5/9/20$
10	
11	UNION
12	By: Date May 8, 2020

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