

AGS / T&DS Memorandum of Understanding

On November 20, 2012, administrators from the Transportation & Distribution Services (T&DS) division met with representatives of the Associated Graduate Students (AGS). At this meeting T&DS provided responses to questions from AGS regarding the use of parking facilities by graduate students, and both parties discussed the AGS concerns about the access to parking facilities by graduate students who reside on campus and perform research activities. This Memorandum of Understanding (MOU) was reached on practices regarding use of these parking facilities. On June 5, 2014 administrators from T&DS again met with representatives of AGS to revise the MOU for extension in accordance with paragraph 7 below.

As a consequence of these discussions, T&DS indicated that it would implement the following practices, which will be applicable only to all graduate students enrolled in the Sustainable Transportation program who live in Verano Place, Palo Verde and ACC Communities campus housing:

1. The graduate students defined herein shall be given initial access to 5 instances per month of parking on weekends and evenings at no charge. This access will be granted through the provision of access codes to be used in any automated campus dispenser of parking permits. Access codes will be tied to a “balance” of remaining uses. This balance will begin at 5 times the number of remaining months in the academic year. Passes will be obtainable at dispensers all day on Saturdays and Sundays, and after 6:00PM on weekdays. Passes obtained after 6:00PM are valid until 6:59 AM the next day. All balances expire as of July 1st.
2. A graduate student as defined herein may request, for research workload-related reasons, additional access beyond the initial allocation noted in item 1 above. Such a request shall be made to rideshare@uci.edu with a copy to gradpass@ags.uci.edu. Graduate Students may request additional access when there are less than 10 permits remaining on their account.
3. Such requests for additional access shall include the name and contact information of a supervisor/faculty member/principal investigator, who may be contacted T&DS to verify any research workload-related reasons for the request.
4. T&DS shall either grant or deny all requests within seven (7) calendar days. If granted, the balance associated with the user’s account will be increased by the amount requested. T&DS will email the requestor upon granting or denying a request, copying gradpass@ags.uci.edu.
5. Requests for additional access shall not be unreasonably denied, but instead may only be denied for good and sufficient reasons related to the specific reasons for the request. T&DS may consult with the graduate division for additional information as necessary. Unresponsiveness of supervisors/faculty members/principal investigators alone cannot be a reason for denial nor delay the approval process.

6. A graduate student whose request for additional access is denied may have the decision reconsidered by the Director of Labor & Employee Relations or designee, who shall either grant or deny the request for reconsideration within seven (7) calendar days of the request. The Director of Labor & Employee Relations or designee may consult with the supervisor/faculty member/principal investigator or graduate division for additional information as necessary. Such a request shall be made in writing to the Director of Labor & Employee Relations or designee within seven (7) calendar days of the notice of denial.

7. Once this MOU has been signed by both parties, it shall remain in effect for a period of three (3) years. Thereafter, it will be automatically renewed unless one party gives written notice to the other party that it intends to either modify or terminate this MOU. Such notice shall be made at least sixty (60) days prior to its expiration date. In the event of such notice, the parties shall meet in an effort to agree upon the terms of any subsequent program dealing with the use of parking facilities by graduate students governed by this MOU. If the parties fail to reach agreement on the terms of a new MOU, then the matter shall be referred to the Director of Labor & Employee Relations for resolution. If this proves unsuccessful, then AGS reserves the right to refer the matter to the Office of the Chancellor.

8. There shall be regular meetings between AGS President or designee and the Director of Transportation Services (or equivalent position in the event of a future change in this position), no less frequently than once/quarter, to discuss (a) the resolution of any problems with the administration of the new system, and (b) what changes, if any, might be recommended due to technological or other constraints. These meetings shall continue for the duration of this agreement for the purpose of on-going discussions regarding graduate student parking issues and customer-centered improvements to the implementation of this MOU.

9. The cost of weekend and evening permits for all graduate students defined herein shall be reduced from \$35 to \$20 per month. This pass will allow parking from 5:00pm to 6:59am in unmarked and non-24 hour enforced AR stalls, and precludes purchasers from participating in the GradPass program. Purchase of this permit will not preclude purchasers from participating in the Sustainable Transportation program.



For Transportation & Distribution Services

11/16/2015
Date



For the Associated Graduate Students

01/06/2015
Date