

Grievance Arbitration Settlement Agreement
Between The Wayne County Community College District ("College")
and
The Wayne County Community College Federation of Teachers, AFT Local 2000 ("Union")

BACKGROUND TO THE AGREEMENT

The Union has filed grievance #A006-05 asserting that the College violated the Master Agreement ("contract") between the parties by limiting its part-time members to 135 contact hours of instruction during the summer semester of 2005. The Union asserts that since the contract limits part-time instructors to 15 contact hours per week in the summer semester, they should have been allowed to select classes with up to 180 contact hours during the 12 week 2005 and 2006 summer semesters.

The Union has demanded arbitration, which is pending as AAA #54 390 00662-06. The hearing, scheduled before Arbitrator George T. Roumell, Jr. on November 10, 2006, was adjourned pending settlement by mutual agreement.

The parties have agreed to resolve the dispute on the following terms:

1. Beginning with the summer semester of 2007, and for each summer semester thereafter, part-time instructors will be allowed to teach 15 contact hours per week during the period which commences with the beginning of the first summer semester and ends with the last day of any summer semester. Part-time instructors will not be permitted to select a combination of classes which together will require more than 15 contact hours in any week of the summer semester unless the parties agree a specific waiver of contact hours limits according to Article XXV, Section B, 1, e.

2. The parties agree that each part-time instructor with one hundred or more contact hours of seniority at the time of class selection for the summer 2005 semester *may* select one additional class in either the fall 2008 or the spring 2009 semester and also one additional class in either the fall 2009 or the spring 2010 semester. Those with last names beginning with the letters A through M will be permitted to select the additional class in the fall 2008 and fall 2009 semesters. Those with last names beginning with the letters N through Z will be permitted to select the additional class in the spring 2009 and spring 2010 semesters.

3. In addition, each part-time instructor who had fewer than one hundred contact hours of seniority at the time of class selection for the summer 2005 semester but who had one hundred or more contact hours of seniority at the time of class selection for the summer 2006 semester *may* select one additional class in either the fall 2009 or the spring 2010 semester. Those with last names beginning with the letters A through M will be permitted to select the additional class in the fall 2009 semester. Those with last names beginning with the letters N through Z will be permitted to select the additional class in the spring 2010 semester.

4. Those instructors entitled to select an additional class and choosing to do so will select that class after this group of instructors has completed its initial selections according to the contractual assignment priorities in Article XV, Section F.7, 8 and 9.

5. For the limited purposes of permitting the selection of an additional class under paragraphs 2 and 3, the parties agree to waive the contractual contact hours limits as stated in Article XXV, Section B, 1, e.


6. Upon the execution of this Agreement, the Union will ask AAA to cancel the arbitration hearing in AAA Case #54 390 00662-06 and withdraw grievance #A006-05 with prejudice as settled. The fees and expenses of arbitrator George T. Roumell, Jr. for the November 10, 2006 hearing shall be divided equally.

7. Nothing contained in this Agreement constitutes an admission of wrongdoing by either the Union or the College and neither the settlement of the grievance, the Agreement itself, nor anything contained in it, may be used as evidence, or in any manner whatsoever, in any subsequent proceeding of any kind except one to enforce the terms of this Agreement itself. Furthermore, this Agreement and its terms may not be used to support an interpretation of any provision of the contract, and, in particular, an assertion that the contract should be interpreted to allow part-time instructors to teach more than 12 credit hours during any fall or spring semester or fulltime instructors to teach more than 12 credit hours during any summer semester.

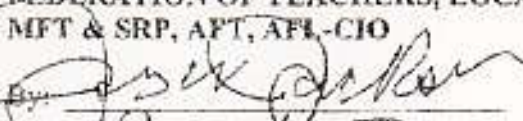
8. Any dispute concerning the interpretation or implementation of this Agreement will be referred to arbitration according to the rules of the American Arbitration Association.

IN WITNESS WHEREOF, the parties execute this Agreement below.

WAYNE COUNTY COMMUNITY
COLLEGE DISTRICT

By: 
Its: Christellor
Dated: 5-2-08

WAYNE COUNTY COMMUNITY COLLEGE
FEDERATION OF TEACHERS, LOCAL 2000,
MFT & SRP, APT, AFL-CIO

By: 
Its: President
Dated: 5/2/08

