

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

BACKGROUND TO THE AGREEMENT

The Federation has filed Gr. #A007-10 ("Grievance") alleging that the manner in which the College notified Federation members of the spring 2011 semester class selection resulted in certain of its members not receiving timely notice and losing the opportunity to select classes. The College denies that any of its actions violated either the Collective Bargaining Agreement or the rights of Federation members. The Federation has demanded arbitration, which is pending as AAA Case No. 54 390 00760-11 ("Arbitration"), and is scheduled for a hearing before arbitrator George Roumell on October 24, 2011. Without any admission of wrongdoing and without precedent, the parties have agreed to settle the grievance on the following terms:

1. The College shall continue to have the prerogative of providing notice of class selection meetings to full-time and part-time instructors by communicating with them at the e-mail addresses established for each of them by the College with the suffix of @wcccd.edu or its successor format. The College shall maintain an e-mail account/address for each instructor so long as they are considered "active" as reflected by being identified on the seniority lists maintained for full and part-time faculty.
2. The College will send a communication via first class mail to all current full and part-time instructors informing them that important information, such as, without limitation, the scheduling of and invitation to class selection meetings, may be sent to faculty members via their College e-mail, what instructors must do to maintain access to their e-mail accounts (such as periodically resetting their password) and what steps to take in the event that they are locked out of their e-mail accounts due to extended inactivity or the failure to reset a password. All newly hired faculty will also receive

written notification of this important information about maintaining and the purpose of their College e-mail address.

3. At least four (4) weeks prior to a class selection meeting the College will notify faculty of the approximate date on which it anticipates holding class selection for a particular semester. Additionally, at least two (2) weeks prior to selection meetings the College will provide to each faculty member a separate notice containing the dates on which class selection meetings are actually scheduled.

4. Certain faculty members will be entitled to the following relief under the terms of this agreement:

- A. Jose Santiz: will be allowed to select two Spanish Language classes totaling eight (8) credit hours prior to the selection by any other part-time faculty at the class selection meeting for the fall, 2012 semester;
- B. Luis Cely: will be allowed to select two Spanish Language classes totaling eight (8) credit hours prior to the selection by any other part-time faculty (except the two classes selected by Jose Santiz under the terms of this Agreement) at the class selection meeting for the fall, 2012 semester;
- C. Sandra Broner-Hall: will be allowed to select two Child Care classes totaling six (6) credit hours prior to the selection by any other part-time faculty at the class selection meeting for the fall, 2012 semester; and
- D. Lawrence Price: will be allowed to select two Accounting classes totaling six (6) credit hours prior to the selection by any other part-time faculty at the class selection meeting for the fall, 2012 semester.

The parties acknowledge and agree that the selection of the above classes by the named faculty members is in addition to such classes that they may normally be entitled to select and both parties waive the right to assert any claim or grievance arising from or in any way related to such faculty

exceeding the contractually imposed credit/contact hour limit for the relevant semester. The Federation shall not assert the rights of any other members not named above to relief pursuant to the Grievance.

5. This Settlement Agreement and all aspects of this Settlement Agreement, the relief set forth in paragraph 4, the discussions, communications (either verbal, written, email or otherwise) and actions of the parties leading up to this settlement agreement shall not under any circumstances (a) be considered precedential, (b) constitute an admission of liability by either party, or (c) except to establish the existence of and/or the terms of this Agreement, be used as evidence, or referred to in any manner whatsoever, in any subsequent grievance arbitration, judicial or administrative proceeding of any kind, except one to enforce the terms of this Agreement itself. The settlement of this grievance does not constitute a waiver of any rights or defenses by either party in any such subsequent proceeding.


6. The Federation shall withdraw the Grievance and the demand which resulted in the Arbitration with prejudice upon the execution of this Agreement by both parties. The parties shall divide evenly any arbitration fees.

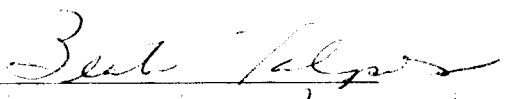
7. The parties agree that any dispute over the interpretation or application of this Settlement Agreement shall be submitted to binding arbitration under the rules of the American Arbitration Association.

IN WITNESS WHEREOF, the parties execute this Agreement below.

WAYNE COUNTY COMMUNITY COLLEGE DISTRICT

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

By: 
Its: Vice Chancellor of Educational Affairs
Dated: 10/20/2011

By: 
Its: First Vice President
Dated: 10/23/2011