

Grievance Arbitration Settlement Agreement

Wayne County Community College ("Employer") and Wayne County Community College Federation of Teachers, Local 2000, AFT Mich ("Union") agree to settle *AAA Case No: 54 390 00884 07, Proper Compensation - Allied Health Department*, on the following terms:

1. The parties agree to jointly adjourn the arbitration scheduled for August 3, 2009 and agree to share equally the cancellation cost.
2. The parties agree that the College has commonly increased the pay grade for dental hygiene instructors holding a dental hygienist license. The College agrees to continue paying that increase unless negotiated otherwise with the Union.
3. In accordance with paragraph 2, the College agrees to adjust the pay of Grievant Martha Buckley to the Masters level, retroactive to January 25, 2007. The College agrees to adjust the pay of Grievant Lisa Anderson to the Masters level, retroactive to January 25, 2007, and to the Masters plus 30 level, retroactive to November 20, 2009. The College agrees to adjust the pay of Grievants Candace Benson, Janice Counts, and Darlene Jones to the Masters plus 30 level retroactive to January 25, 2007.
4. The parties agree that Grievant Najwa Aljawad will be paid backpay based on the increase in pay rate to the doctorate rate from her date of hire, January 14, 2002 until her pay was adjusted on February 24, 2006. This payment is limited to classes taught in the science, and dietetic technology areas with a maximum payment of \$2,500.
5. The parties agree that Grievant Rosanne Miller-Diazzo will be paid at the doctorate rate from the date her transcript was submitted on August 3, 2007.

6. The Employer agrees to make all pay adjustments and backpay payments required by this Agreement within 45 days of the date of this Agreement.

7. The parties agree that nursing, dental assisting and surgical assisting instructors holding professional licenses are not entitled to an increase in the pay grade on this basis. However, any instructors in these groups who were employed and paid at an increased pay grade as of August 3, 2009 shall not suffer a reduction in pay unless negotiated otherwise by the Union. The pay rates of those individuals will be redcircled. All other instructors in these groups, whether employed at that date or newly hired will be paid according to the contract. It is understood that either party may revisit this issue in contract negotiations.

8. The Union agrees to withdraw this grievance and demand with prejudice for arbitration upon confirmation that this Settlement Agreement has been fully implemented. In the event that any portion of this Agreement is not implemented or any dispute over the interpretation or application of this Settlement Agreement arises the matter shall be resubmitted to Arbitrator Nora Lynch for binding arbitration under the rules of the American Arbitration Association.

9. The Union also agrees to withdraw *AAA case# 54 390 00907 09 Janice Counts - Pay Rate* upon confirmation that her pay has been adjusted and backpay paid in accordance with paragraph 6.

10. This Settlement Agreement does not constitute an admission of liability by either party nor may it be considered precedential in relation to any groups of instructors not specified in this agreement.

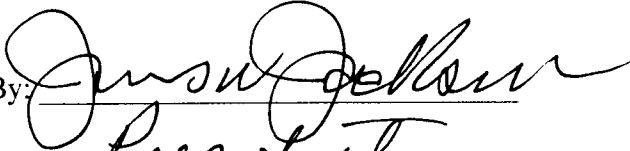
(Signatures on following Page 3)

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: 

By: 

Its: Vice Chancellor of Educational Affairs

Its: President

Dated: 7/14/2010

Dated: 7/15/2010