

MEMORANDUM OF UNDERSTANDING
BETWEEN THE PRINCE GEORGE'S COUNTY PUBLIC SCHOOLS AND
ACE/AFSCME, LOCAL 2250, AFL-CIO

The Prince George's County Public Schools ("PGCPS") and ACE/AFSCME, Local 2250, AFL-CIO ("Local 2250" or "Union"), jointly referred to as "the Parties," in consideration of the mutual promises set forth herein, and as a modification to the 2007-2011 Negotiated Agreement, agree as follows:

WHEREAS, Local 2250 brought grievance 2007-006B, alleging that PGCPS was in violation of the collective bargaining agreement between the parties by placing candidates above Step 6 on the salary scale;

WHEREAS, on August 16, 2010, Local 2250 renewed its intent to move the matter to arbitration;

WHEREAS, the Parties have been discussing the resolution of this matter and modification of the Negotiated Agreement;

NOW THEREFORE, the parties hereby agree to settle the grievance and modify the Agreement as follows:

1. Local 2250 agrees that it will withdraw the above referenced grievance.
2. PGCPS agrees that it shall not place newly hired candidates for Local 2250 positions above Step 6 on the salary scale for initial salary placement unless the preconditions outlined in paragraph #3 have been met.
3. Should PGCPS find it necessary, in its judgment, to place a candidate above Step 6 for initial salary placement, a PGCPS representative shall consult with Local 2250 to seek authorization to do so. PGCPS shall place the candidate above Step 6 only upon approval from Local 2250.

4. Should Local 2250 discover that PGCPS has placed a candidate above Step 6 in violation of this MOU and Agreement, PGCPS shall be required to decrease the salary of the incumbent to the appropriate step of the salary scale within thirty (30) days of receiving written notice of any confirmed violation from ACE-AFSCME. The candidate who has been required to have their respective step decreased shall not be required to reimburse PGCPS for salary being paid above the appropriate step. N.B.

Local 2250, upon execution of this Agreement, shall contact the American Arbitration Association (AAA) and/or the Arbitrator to withdraw the above referenced grievance.

For PGCPS:

By: [Signature]

Date: 10-25-10

For ACE/AFSCME, Local 2250,
AFL-CIO:

By: [Signature]

Date: 10-27-10