

## TENTATIVE AGREEMENT

### Article 2.4 – Grievance Procedure

The following procedures shall be used in processing grievances:

#### Level One

A Unit IV member with a grievance shall file the grievance in writing, using the Board of Education approved grievance form, with the administrator who made the decision or interpretation which is alleged to be in error. Such forms may be obtained at the work location or from the SAAAAC office. The administrator shall render a written decision within five (5) duty days.

#### Level Two

If the grievant is not satisfied with the decision rendered at Level One, or if no decision has been rendered within the allotted time, the grievant may within five (5) duty days file the grievance with SAAAAC. If SAAAAC believes that the grievance is valid, SAAAAC shall within five (5) additional duty days request a hearing before the Superintendent.

The hearing date shall be scheduled within five (5) duty days and held within fifteen (15) duty days with the Superintendent or designee. A decision will be rendered within fifteen (15) duty days following the hearing.

#### Level Three

If SAAAAC finds the Superintendent's or designee's decision not acceptable, it shall within fifteen (15) duty days notify the Board whether or not the grievance is to be submitted to arbitration. If the representatives of the parties cannot agree upon and acquire the services of an Impartial Hearing Officer, both parties shall promptly request the American Arbitration Association to submit to each party a list of persons skilled in arbitration of educational matters. Within seven (7) days each party shall cross off any names to which it objects, number the remaining names in order of preference and return the list to the American Arbitration Association. If a party does not return the list within the time specified, all persons named therein shall be deemed acceptable.

From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, the American Arbitration Association shall invite the acceptance of an arbitrator. If either of the parties fails to accept any of the persons named, or if those named decline or are unable to act, or if for any other reason an appointment cannot be made from such a list of names, a second list of seven (7) names shall be requested.

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The parties shall strike names alternately until only one name remains. That person shall be designated the arbitrator.

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The arbitrator shall meet with the Superintendent or designee and the grievant and the grievant's representative(s) either separately or together. The format, dates and times of such meetings will be arranged by the arbitrator and will be conducted in closed sessions.

The jurisdiction and authority of the arbitrator shall be confined to the express provision or provisions of this Agreement at issue between the SAAAAC and the Board of Education of Anne Arundel County. The arbitrator shall have no authority to add to, alter, detract from, amend or modify any provisions of this Agreement or to make any award which will in any way deprive the Board or the Superintendent of any of the powers delegated to them by law or State Board Bylaw, and not encompassed in this Agreement.

The provisions of the Agreement are arbitrable, while the powers of the Superintendent and the Board beyond this Agreement are not. The arbitrator shall not have the authority to consolidate separate grievances for a single hearing without mutual consent of the Board and SAAAAC. The findings and recommendations of the arbitrator shall be transmitted to the Board of Education within 30 calendar days after the conclusion of the hearing. On the date of its next regular meeting, the Board shall render a final decision in this matter.

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel expenses, shall be shared equally by the Board and SAAAAC. Witnesses necessary to the full and proper presentation of a case at their level shall be provided release time without pay by the Board.



## BOARD PROPOSAL

2/27/19

### ARTICLE 7 – PROMOTIONS

#### 7.2 Qualifications

In the selection of a Unit IV employee for a promotion, due consideration shall be given to the qualifications of the employee related to the requirements of the job, including such factors as seniority, skill, ability, leadership, initiative, cooperation and employment record.

A Unit IV employee who is promoted to a position of a higher grade shall be considered probationary in the new position for six (6) months. If the promoted employee is unable to perform the duties adequately during this probationary period, he/she will be returned to her/his former job and pay or to a comparable job and pay.

The judgment of the Board in determining the best qualified applicant for a promotion shall not be subject to the grievance procedure.

~~Unit IV employees wishing a transfer to a vacancy that would not be subject to posting may submit a request in writing for consideration when such a vacancy occurs. All unsuccessful applicants shall be notified in writing of the name of the successful applicant within fourteen (14) calendar days of the selection of the successful applicant. [AMA1]~~

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3/12/19

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**Memorandum of Understanding between the Secretaries and Assistants Association of  
Anne Arundel County and the Board of Education of Anne Arundel County**

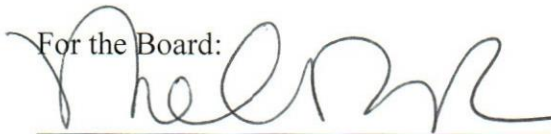
This document constitutes a Memorandum of Understanding (MOU) between the Board of Education of Anne Arundel County and the Secretaries and Assistants Association of Anne Arundel County (SAAAAC) regarding employee identification numbers effective April 1, 2019, through June 30, 2019. The following modifications will be made to the Negotiated Agreement during the aforementioned time period:

**Article 3.8 - Employee Lists**

No later than October 31 of any school year, the Board shall provide SAAAAC with a list of all Unit IV employees which shall include their names, building assignments and de-identifier employee ID numbers.

The terms and conditions of this memorandum were agreed to by the undersigned representatives.

For the Board:



Melisa D. Rawles, Esq.  
Director of Employee Relations



Angie Auth  
Employee and Labor Relations Specialist

For SAAAAC:

 3/12/19

Bradley Darjean,  
UniServ Director, SAAAAC

 3/12/19

Helen Wilkerson  
President, SAAAAC

BOARD PROPOSAL

ARTICLE 11 – OTHER LEAVES

**11.2 Workers' Compensation**

When a Unit IV employee sustains an accidental injury arising out of and during the course of his/her employment with the school system, and such injury is compensable under the Workers' Compensation Law of the State of Maryland, the employee shall, during the period he/she is being paid Workers' Compensation, receive full salary less the amount paid by Workers' Compensation up to but not exceeding sixty (60) workdays from the date of injury. This leave shall not be charged against the employee's sick leave.

If the employee is continued on temporary total disability payment from Workers' Compensation beyond the sixty (60) day period, the following options shall be available:

- A. He/she may elect to use his/her earned annual leave (vacation), during which period he/she shall receive his/her regular salary plus any amount awarded as temporary total disability payments under Worker's Compensation Law.
- B. He/she may elect to use his/her earned sick leave credits, during which period he/she shall receive his/her regular salary less the amount paid by Workers' Compensation. This leave shall be charged against the employee's sick leave.
- C. He/she may request a leave of absence and receive only Workers' Compensation. The employee may continue to receive the full benefits of hospital-medical insurance, major medical insurance and term life insurance provided the Unit IV employee pays the employee's share of these premiums.
- D. If he/she fails to make a leave election the Board will provide the employee with his/her regular salary by using available accrued sick leave first, less the amount paid by Workers' Compensation, followed by using annual leave (if available) until he/she returns to work or until all available leave is exhausted.

~~The Board reserves the right to assign the physician in any case in which the Board supplements the payments of Workers' Compensation to an employee.~~

AKA  
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**Memorandum of Understanding between the Secretaries and Assistants Association of  
Anne Arundel County and the Board of Education of Anne Arundel County**

This document constitutes a Memorandum of Understanding (MOU) between the Board of Education of Anne Arundel County and the Secretaries and Assistants Association of Anne Arundel County (SAAAAC) regarding a four (4) day work week schedule effective July 3, 2019, through August 13, 2019. AACPS is committed to accommodating the needs of its employees. Managers and supervisors will make every effort to work with employees to accommodate their scheduling needs and hardship situations. The following modifications will be made to the Negotiated Agreement during the aforementioned time period:

**ARTICLE 4 – WORKING HOURS AND WORKING CONDITIONS**

Employees will schedule their regular weekly hours within four (4) days each week. Schedules will be determined by employees ensuring building coverage and business needs are met as determined by the employee's supervisor. Conflicts in employees' choice in scheduling will be determined by seniority within their work site.

**ARTICLE 9 – SICK LEAVE\***

Employees who work extended hours shall have the equivalent of 1.25 days deducted from their sick leave balance for every day an employee takes of leave to accommodate the increased hours of work during this time.

Employees who work their regular hours during the week shall have the equivalent of one (1) day deducted from their sick leave balance for every one (1) day of leave an employee takes.

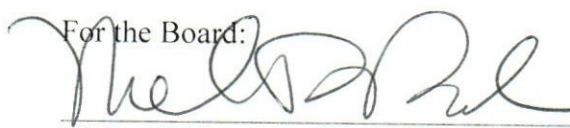
**ARTICLE 10 – VACATION AND ANNUAL LEAVE\***


Employees who work extended hours shall have the equivalent of 1.25 days deducted from their vacation/annual leave balance for every one (1) day of leave an employee takes to accommodate the increased hours of work during this time.

Employees may work their regular hours during the week if they take one (1) day of annual leave each week with the approval of their supervisors.

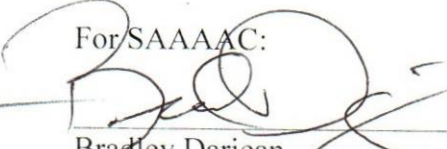
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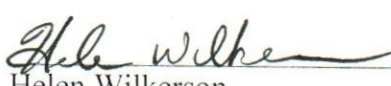
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