

# FCPS-FASSE Negotiated Language for FY26 (to be effective July 1, 2025)

NOTE: [...] indicates existing language in the contract that is not impacted

## Article 3 - Employment Conditions

### Section 3.07 - Voluntary Transfers

- (a) Unit members who desire a voluntary lateral transfer shall have access to a working FCPS device to review FCPS' application system. The unit member shall apply prior to a posting deadline and, if eligible, will be offered an invitation to be interviewed. If a posting is advertised as "Open Until Filled," a unit member must submit an application within seven (7) work days of the vacancy's posting. ~~may submit a Transfer Request form to the Human Resources Support Office between March 1, and May 31 of each year to take effect the following school year. Employees may select up to ten (10) locations. The transfer list will remain in effect for a period of one (1) school year or until exhausted.~~

### Section 3.15 - ~~HAZARDOUS WORK CONDITIONS~~ Health And Safety

- (a) The Board agrees that it shall make every effort to maintain safe, sanitary, healthful working conditions and shall comply with state and federal regulations pertaining to such issues.
- (b) Should ~~an employee~~ **a unit member** feel that a safety problem exists, he/she ~~should~~ **shall** report it immediately to his/her immediate supervisor. An inspection ~~will~~ **shall** be made as soon as possible. The ~~employee~~ **unit member** involved shall be advised of the results of the inspection. The Board ~~will~~ **shall** continue to provide and maintain safety equipment and stress the importance of safe conditions.
- (c) A unit member shall not be required to work at any site designated as hazardous (unsafe or dangerous). The Superintendent, proper administrator, or appropriate state or federal agency responsible for overseeing workplace conditions shall determine when a location is hazardous. When this occurs, unit members shall be notified as soon as possible by the worksite administrator.
- (d) To the extent possible, confidentiality and privacy rights of a unit member shall be preserved and protected. When a work-related incident occurs, and documentation is required, a unit member shall be released from work duties to complete such paperwork.
- (e) The Board and FASSE shall jointly ensure the enforcement of safety protocols. It is expressly understood that certain roles may involve potential exposure to hazardous materials or environments, thereby requiring strict adherence to safety precautions, including, but not limited to, the use of appropriate protective equipment.

The Board is responsible for providing unit members who engage in work-related activities involving hazardous substances, equipment, or conditions with the necessary safety measures, protective clothing, and equipment. Unit members are obligated to utilize such safety measures, protective clothing, and equipment solely for their designated purposes. Unit members shall exercise reasonable care in the handling, storage, and maintenance of such items to prevent damage and to ensure the safety and well-being of themselves and others.

- (f) Unit members shall report in writing to their immediate supervisor acts of physical assault, verbal assault, or blatant disrespect by a student. The immediate supervisor or Superintendent designee shall take action(s), as appropriate, and shall notify the unit member in writing of such action(s) taken within five (5) work days.
- (g) In the event an immediate supervisor, building principal, or Superintendent designee requires additional information, a unit member shall be released from work duties for the specific purpose of providing such information.
- (h) Should a unit member's personal property, including clothing, become damaged while performing duties within the scope of employment, including a school-sponsored trip or assignment, the Board shall reimburse the unit member for the cost of the repair or replacement, up to a maximum of \$500 per incident, or in accordance with applicable FCPS regulations, whichever amount is greater.

Reimbursement shall be granted only if the damage is directly attributable to the performance of work-related duties and is not incidental to routine work activities. Reimbursement shall not be granted if the possession of the personal property for which reimbursement is sought was not reasonable or appropriate under the circumstances, or if the damage or destruction is deemed unreasonable under the circumstances, or if the damage or destruction results from the negligent or wrongful actions of a unit member.

A unit member must submit a written itemized request for reimbursement, accompanied by documentation detailing the cost of repair or replacement, before reimbursement can be considered.

- (i) A Safety and Health Committee, comprising no fewer than two (2) representatives from FCPS and no fewer than two (2) representatives from FASSE, shall convene on a quarterly basis. The Committee shall review and discuss workers' compensation data, injury report data, safety inspection report data, and other appropriate working conditions that impact safety and health. Additionally, the Committee shall provide non-binding recommendations to both the Association and the Superintendent or designee regarding safety and health matters.

## Article 4 - Wages

### Section 4.01 Salary Schedules

Effective July 1, [2025](#), employees who are hired and active will receive [2% COLA \(no step\)](#).

[–Support Employee Scale](#) [–Tech Employee Scale](#)

## Article 6 - Leave Provisions

### Section 6.02–Leaves with Pay

#### a. SICK LEAVE

[...]

iv. An educational support employee who is absent from work four (4) or more consecutive school days may be requested to submit a doctor's certificate to the Benefits Office stating that the individual was unable to report for work; however, the Superintendent may require justification of absence(s) is/are not bona fide or a supervisor has concerns for an employee's attendance or performance.

## Section 6.05 - Family Crisis Leave Exchange

(a) PURPOSE – The purpose of the Family Crisis Leave Exchange (FCLE) is to provide sick leave to any FCPS employee after their accumulated sick leave, personal leave, annual leave, and any other leave available to them has been exhausted. The exchange is intended solely for situations that are catastrophic and life threatening to members of the immediate family that require the employees to be temporarily absent from their assignment. This leave is not available for the employees' personal illness or injury. The exchange will be funded by voluntary contributions of leave from FCPS employees.

### (b) RULES

[...]

iv. ~~A family~~ An employee may receive a ~~the~~ maximum grant of sixty (60) workdays only once in any three (3)-year period.

v. Contributors are limited to a maximum contribution of ~~one (1)~~ two (2) earned days in any individual case.

### (c) PROCEDURES

[...]

ii. The ~~Finance Department~~ Benefits Office shall verify the employee's leave status to the committee.

[...]

vii. Upon approval, the committee will first notify the staff at the applicant's work site of the need for voluntary leave donations, ~~then all other sites~~. If the donations from the applicant's work site do not meet the requested amount, notice shall be sent to all other sites.

[...]

xii. Should the applicant reach the maximum grant or return to work, or should ~~he/she~~ the employee qualify for any other leave, any remaining contributions shall be returned to those who contributed them in the reverse order they were received. The exchange balance shall remain at zero (0) until the next request. If intermittent days directly related to a grant are required following the employee's return to work, a separate grant request must be submitted.

## Article 9, Duration

[...]

g. The chief negotiators shall begin negotiations by December 1 with a mutual goal of concluding by May 1. The parties agree to develop ground rules for negotiation sessions that will include a deadline for submitting new proposals, with the understanding that the parties reserve the right to modify initial proposals throughout the process. Additional proposals may be added after the third negotiation session by mutual consent of the parties.

h. Except when full negotiations occur, subsequent years of the Agreement's duration shall be limited to negotiating salary, insurance, and two (2) proposals submitted by each party.