

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

**FAIRFAX EDUCATION UNIONS
OPERATIONAL UNIT**

AND

FAIRFAX COUNTY PUBLIC SCHOOLS

July 1, 2025
THROUGH
June 30, 2028

FEU OPERATIONAL UNIT

Table of Contents

<u>Article I – Recognition.....</u>	<u>3</u>
<u>Article II – Definitions</u>	<u>4</u>
<u>Article III – Duration</u>	<u>5</u>
<u>Article IV – Union Rights.....</u>	<u>6</u>
<u>Article V – Dues Deduction.....</u>	<u>10</u>
<u>Article VI – Workday</u>	<u>11</u>
<u>Article VII – Instructional Assistant Duties.....</u>	<u>12</u>
<u>Article VIII – Salary & Wages.....</u>	<u>13</u>
<u>Article IX – Salary Supplements</u>	<u>14</u>
<u>Article X – Hourly Employees; Holidays and Division Closure</u>	<u>15</u>
<u>Article XI – Health Insurance Cost</u>	<u>16</u>
<u>Article XII – Healthcare Advisory Committee</u>	<u>17</u>
<u>Article XIII – Leave.....</u>	<u>19</u>
<u>Article XIV – Bereavement Leave</u>	<u>21</u>
<u>Article XV – Paid Parental Leave</u>	<u>22</u>
<u>Article XVI – Just Cause and Disciplinary Grievance</u>	<u>23</u>
<u>Article XVII – Grievances and Grievance Procedure.....</u>	<u>24</u>
<u>Article XVIII – Weingarten Rights</u>	<u>28</u>
<u>Article XIX – Labor Management Committee</u>	<u>29</u>
<u>Article XX – Safety Committee</u>	<u>30</u>
<u>Article XXI – Savings Clause</u>	<u>32</u>

**ARTICLE I
RECOGNITION**

1. Fairfax County Public Schools (“the Division”) hereby recognizes the Fairfax Education Unions (“the Union”) as the sole and Exclusive Representative for all Operational Employees under contract or on leave. In the event the Division creates a new position performing the kind of work normally performed within the Operational Bargaining Unit, the Division will provide notice to the Union, and the Union and the Division shall confer for the purposes of determining whether the position should be included in the Operational Bargaining Unit. In the event the Division and the Union are unable to reach agreement, the parties shall use the procedures set forth in Section 6.A. of the Resolution and Section I.J of the “Procedures Related to the Administration of the Collective Bargaining Resolution,” adopted as of March 4, 2024, and any amendments thereto.

2. The Division agrees not to negotiate with or recognize any union other than the FEU.

3. This Agreement covers the following employees:

Operational Employees: All employees engaged in assignments that support educational programs, including but not limited to full and part time non-supervisory employees in food services, trades, department support staff, school-based assistants and attendants, contracted family liaisons, custodial, security, clerical, and transportation.

4. This Agreement does not cover:

a. Confidential Employees: Any employee who, as part of their job duties, assists and/or acts in a confidential capacity on labor relations matters in formulating, determining, and effectuating management policies in the field of labor relations or school division personnel management. This includes persons who are department or division heads, any level of superintendent, Division, Deputy or Assistant Division Counsel.

b. Substitute and Temporary employees, as defined in the Resolution.

**ARTICLE II
DEFINITIONS**

The term “Agreement” shall mean this entire Collective Bargaining Agreement.

The term “Board” and “School Board” shall mean the Fairfax County School Board.

The term “Days” shall mean calendar days unless otherwise specifically defined in this Agreement.

The term “Division” or “FCPS” shall mean the Fairfax County Public Schools.

The term “Employee” shall refer to all Operational Employees represented by Fairfax Education Unions. Employee does not include persons in the Licensed Bargaining Unit, Administrators and Supervisors Bargaining Unit, Confidential Employees, or Substitute and Temporary Employees.

The term “FCFT” shall mean the Fairfax County Federation of Teachers.

The term “FEA” shall mean the Fairfax Education Association.

The term “FEU” shall mean the Fairfax Education Unions and shall refer to the alliance between the Fairfax Education Association and the Fairfax County Federation of Teachers.

The term “MSA” shall mean a Market Scale Adjustment.

The term “Parties” shall refer in the collective to the FEU and the Division.

The term “Resolution” shall mean the Fairfax County Public Schools Collective Bargaining Resolution adopted by the Board on March 9, 2023.

The term “Union Officials” shall mean members of the Union Executive Board of Directors and designated worksite representatives.

**ARTICLE III
DURATION**

1. This Agreement shall become effective upon approval by the School Board and ratification by the Union and shall commence July 1, 2025. It shall continue in effect through June 30, 2028.
2. Negotiation for a successor agreement shall be initiated no later than April 1, 2027.
3. In accordance with Section 10.C.8 of the Resolution, upon expiration, all terms of this Agreement remain in effect until superseded by a new agreement.

ARTICLE IV UNION RIGHTS

1. Reprisal

In accordance with Section 13.A.2 of the Resolution, the Division and its agents will not interfere with, restrain, discharge, discipline, discriminate or retaliate against or otherwise coerce Employees in relation to any of the following:

- a. To encourage or discourage membership in any Employee Association (as defined by the Resolution); however, taking action to preclude an employee conflict of interest with the duties of their position is not prohibited by this Article;
- b. Because the Employee has formed, joined, supported, assisted or chosen to be represented by any Employee Association, or authorized deduction of dues or fees to an Employee Association, or engaged in other protected concerted activities for the purpose of collective bargaining or other mutual aid or protection, or refrained from any or all such activities;
- c. Because the Employee participated in collective bargaining, testified in a hearing, or filed a statement, petition, complaint or grievance under the Resolution or this Agreement; or
- d. Because the Employee exercised any of the rights provided in the Resolution and/or this Agreement.

2. Union Communications

FEU union representatives are permitted to use the public address system for Union announcements before the first bell, after the last bell, or when students are not present upon coordination with the appropriate principal or program manager. Announcements can be shared at general Division staff meetings and building meetings subject to usual worksite procedures.

FEU union representatives shall notify the principal or program manager in writing that they are serving as the worksite union representative no later than September 15th of each year. In the event a new representative assumes the role, they shall notify the principal or program manager in writing as soon as practicable.

The Union shall have the right to use Employee mailboxes, staff lounges, other Division-designated staff areas, and have the right to post notices of activities and Union matters. The Union shall have the right to use the Division's internal mail distribution system (i.e., Pony Mail) to send mail to their building representatives for distribution to individual members. Up to (2) two Mass Emails per month from FEU leadership to the entire bargaining unit are permissible; however, membership solicitations are not allowed. Mass Emails must be sent in accordance with any Division requirements concerning the distribution of Mass Emails and the nature and size of attachments. The term "Mass Emails" shall mean the simultaneous sending of a single email to a large group of recipients.

Division resources such as printers and copiers shall not be used for the production of Union materials, except for documents related to the Union's representational obligations. Print jobs in excess of 50 pages are to be reimbursed to the Division from the Union at the standard rate.

3. Access to Worksites and Employee Meetings

The Union is authorized to use Division facilities for Union Business as set forth below:

- All visitors to schools and Division worksites shall adhere to expectations for visitors, check-in procedures, behavior expectations, and conduct expectations, as stated in all applicable policies and regulations governing visitor access, including Policy 1360 and Regulations 1361 and 4215.
- Pre-authorized representatives of the Union and its affiliates may transact Union business on Division property any time before, after, or during the regular workday, provided that such business shall neither interfere with nor disrupt school or Division operations. Pre-authorized is defined as finger-printed, background-checked, and issued a badge by the Division.
- The Division shall make its facilities available for Union meetings.
- Union access to schools and Division facilities shall neither interfere with nor disrupt school or Division operations. The Union shall have the same rights as the organizations listed in Regulation 8420 IV.B.2 to use rooms in accordance with Division regulations. The Union agrees to both (a) pay any customary charges that may be assessed for custodial services and utilities, and (b) follow all other provisions outlined in Regulation 8420.

4. Union Leave

Union Officials shall be permitted a cumulative total of 1,600 hours per contract year of paid leave for Union Business and Representational Purposes. Union Business shall mean union training and educational conferences, regional and national meetings, and professional development. Representational Purposes shall mean representation of Employees in disciplinary meetings pursuant to this Agreement, processing grievances, and attending meetings between management and the Union.

Upon a showing of good cause, the Division shall grant a total of up to 400 additional hours per contract year, based on written request from the Union. Requests for additional hours must be made in increments of no more than 200 hours each.

No leave hours granted by this section shall carry over into the next year.

5. Leave for Union Officers

An employee elected as president(s) of the FEU, not to exceed two, shall be granted leave without pay until the expiration of the term(s) on which the leave is based. Except for the length of the term, such unpaid leave shall be provided in accordance with Regulation 4822.

6. Employee Lists

The Division shall provide the following information for all Employees, in a mutually acceptable electronic format and hard copy, to a designated Union representative at the beginning of the contract year and every 60 days thereafter (including any updates on the information below):

- Name
- Employee ID
- Home address
- Work email addresses
- Work phone numbers
- Building/campus/work site
- Shift/hours of work (if appropriate)
- Job title/Grade level/rank
- Date of hire/seniority date (if different)
- Full time equivalent (FTE) status
- Employment Status (e.g., limited contract, continuing contract)
- Type of Credential (e.g., provisional, professional, permanent)
- Annual salary/hourly rate

The Division will also notify the Union about resignations, retirements, long-term unpaid leave of absences, dismissals, and/or any other separations from employment within thirty (30) days.

7. New Staff Orientation

During Great Beginnings (and any successors thereto), the Union will be granted an introduction period of five (5) minutes of uninterrupted time to introduce the Union to new Employees. Additionally, the Union will be granted a 60-minute breakout session, at which attendance for new Employees is optional. Management will not be present during the Union's breakout session unless it is at the request of the Union.

As it relates to operational orientation and onboarding, the Union may:

- a. Attend and present at department-specific and department-initiated group orientations for 15 minutes, upon request.
- b. Attend any New Employee Orientations (NEOs) created in the future.

Additionally, the Union shall have the right to (a) distribute written materials no more than five (5) pages in length as part of the electronic HR new hire packet, (b) set up a table during Benefits Open Enrollment, and (c) display a recorded video as part of the automated new hire onboarding process.

8. School Board meetings

FEU OPERATIONAL UNIT

Board meeting agendas, minutes, and other materials are available online via BoardDocs.

**ARTICLE V
DUES DEDUCTIONS**

1. The Division agrees to honor the terms of a written, signed authorization form permitting dues and fees to be deducted from an Employee's wages. The Employee shall authorize deductions using a form created and maintained by the Union or the Fairfax Education Association, and/or the Fairfax County Federation of Teachers, and signed by the Employee in any manner that satisfies the Virginia Uniform Electronic Transactions Act.
2. At least 90 days prior to the commencement date of this Agreement, the Union will provide the Division with an enrollment Flat File in Excel or a similar format. Thereafter, the Union will provide the Division with an updated Flat File containing any and all changes from the prior month no later than the 20th of every month. The term "Flat File" shall mean an electronic file that contains a table with data arranged in columns and rows with specified identifying employee data and fees.
3. The Division shall transmit those deducted amounts in accordance with the monthly file submitted by the Union by the last business day of every month.
4. An Employee who wishes to no longer have deductions for Union dues and fees taken from their pay must provide notice of their desire to cease deductions to the Union. The Union will inform the Division of any changes or withdrawals of dues deduction authorizations on a monthly basis as provided in subsection 2 of this Article. The Division will cease deductions from an Employee's wages no later than 30 days after receiving notification from the Union. If an Employee notifies the Division that they wish to revoke their payroll deduction authorization, the Division will inform the Employee that they must submit their request to the Union. The Division will provide the Union with a monthly report of resignations and retirements of bargaining unit members. The Division will cease dues deduction upon an Employee's separation.
5. The Union assumes full responsibility for the disposition of the funds deducted under this Article as soon as they have been remitted by the Division to the Union.
6. In the event that a current or former member of the Union brings legal action against the Division in a court or administrative agency because of its compliance with this provision, the Union agrees to defend such action, at its own expense, using its own counsel, provided that Division gives notice of such action in writing to the Union within three business days of the Division learning of the action, permits the Union to intervene as a party, and gives full and complete cooperation to the Union throughout the legal proceeding, including any appeal. The Union has the right to control litigation strategies and decisions and determine whether any action or proceeding referred to above shall or shall not be compromised, defended, tried, or appealed.
7. This Article shall remain in full force until at least July 1, 2030.

**ARTICLE VI
WORKDAY**

1. The workday for Employees shall be consistent with Regulation 4421.
2. For Instructional Assistants, the Division shall not schedule more than two (2) mandatory staff meetings per month. Mandatory staff meetings shall not extend the workday for more than one (1) hour. Mandatory staff meetings will be scheduled at the beginning of each semester. Any changes to scheduled staff meetings will be made at least fifteen (15) calendar days in advance, except in exigent circumstances.
3. For all other operational Employees, the Division shall not schedule mandatory staff meetings that extend the workday, except in cases of Emergency. "Emergency" is defined as an unanticipated, unavoidable operational necessity or declared emergency requiring immediate action.

**ARTICLE VII
INSTRUCTIONAL ASSISTANT DUTIES**

Instructional Assistants shall not be required to cover a teacher's duties due to a teacher's absence for more than five (5) consecutive school days. Instructional Assistants covering teachers' absences cannot be required to prepare lesson plans.

**ARTICLE VIII
SALARY & WAGES**

1. Salaries Scales

A. Market Scale Adjustment (MSA)

- Effective July 1, 2025, a seven percent (7%) MSA shall apply to all salary scales
- Effective July 1, 2026, a three percent (3%) MSA shall apply to all salary scales
- Effective July 1, 2027, a three percent (3%) MSA shall apply to all salary scales

B. Additional Steps

- Effective July 1, 2026, one (1) additional step shall be added to the top of every salary scale
- Effective July 1, 2027, one (1) additional step shall be added to the top of every salary scale

2. Step Advancement

- For FY2027, eligible employees shall advance one (1) step on the applicable salary scale
- For FY2028, eligible employees shall advance one (1) step on the applicable salary scale

3. In accordance with Section 3.6 of the Resolution, the commitments to MSAs and step increases set forth in this Agreement are contingent upon the School Board's receipt of sufficient funding from the Fairfax County Board of Supervisors. If the Board of Supervisors fails to appropriate sufficient funding for the commitments set forth in this Agreement, the Agreement shall reopen for the sole and limited purpose of discussing and seeking to reach agreement in alignment with the funding levels provided. Such negotiations must be completed no later than the first School Board meeting in the month of May preceding the commencement of the next Fiscal Year.

**ARTICLE IX
SALARY SUPPLEMENTS**

Effective July 1, 2025, the Salary Supplements for all positions listed in FCPS Regulation 4650, Section III, shall be increased by the amount of the MSA.

Effective July 1, 2026, the Salary Supplements for all positions listed in FCPS Regulation 4650, Section III shall be increased by the amount of the MSA. .

Effective July 1, 2027, the Salary Supplements for all positions listed in FCPS Regulation 4650, Section III shall be increased by the amount of the MSA.

**ARTICLE X
HOURLY EMPLOYEES; HOLIDAYS AND DIVISION CLOSURE**

1. Employees in the Operational Bargaining Unit, other than Transportation Employees, who are required to work on a Board-approved holiday shall receive time-and-one-half of their regular hourly rate.
2. Employees in the Operational Bargaining Unit who work 260 days and Old Pay Plan Transportation Employees will be paid their regular hourly rate for Board-approved holidays. If Employees are called into work on those holidays, they will be paid time-and-one-half for hours worked plus their holiday pay. Employees who do not work 260 days are not paid for Board-approved holidays. Holiday pay for New Pay Plan Transportation Employees and Food and Nutrition Services Employees shall be as outlined in subsection 4 of this Article.
3. Employees in the Operational Bargaining Unit will be paid their regular hourly rate for their regularly scheduled hours on all days the Division closes due to inclement weather.
4. Beginning on July 1, 2025, Transportation Employees who are in the New Pay Plan and Food and Nutrition Services Employees will have six (6) paid non-working days converted into holidays and shall receive an additional six (6) holidays, for a total of twelve (12) annual paid holidays.
5. All Transportation Employees who are in the Old Pay Plan will transition to the New Pay Plan on July 1, 2026, or when the HCM pay-smoothing system is in place, whichever is later, and will receive paid holidays on the same terms as other Transportation Employees in the New Pay Plan.
6. Transportation Employee holiday pay is equal to the Employee's regular hourly rate of pay for the number of hours they are normally scheduled to work.

**ARTICLE XI
HEALTH INSURANCE COST**

1. For the duration of this Agreement, the health insurance (medical, prescription, and dental) cost sharing arrangements in effect on January 1, 2025, shall remain in effect, as set forth below.
 - (a) Individual Coverage: The Division contributes 88% of the total premium and the Employee contributes 12% of the total premium.
 - (b) Family and Employee + One Coverage: The Division contributes 77% of the total premium and the Employee contributes 23% of the total premium.
2. The Division shall initiate a Request for Proposal (RFP) in calendar year 2025 to evaluate potential healthcare vendors to take effect in calendar year 2026. The FEU will be represented on the Selection Advisory Committee (SAC) for this RFP in accordance with Article XII . For Plan Year 2026, the Parties agree that the SAC shall have authority to make plan design changes as part of the RFP process.
3. For Plan Years 2027 and 2028, no changes may be made in health insurance plan design unless they have been reviewed and recommended by the Healthcare Advisory Committee established in Article XII of this Agreement and the Parties agree to reopen this Agreement for the purpose of including such changes, which shall be set forth as an addendum in accordance with Article XXI Section 7 (Savings Clause).
4. The term “Plan Year” shall mean the 12-month period during which health insurance benefits, terms, and conditions remain in effect for enrolled Employees.

**ARTICLE XII
HEALTHCARE ADVISORY COMMITTEE**

1. There shall be a joint Healthcare Advisory Committee (the Committee) to consider and discuss Employee health and benefits needs and evaluate health plan options. The Committee shall consist of an equal number of representatives from the Exclusive Representative (including FEU) for each Bargaining Unit and the Division. The Exclusive Representative for each Bargaining Unit shall appoint four (4) current employee representatives on the Committee. FEU members of the Committee shall be selected in accordance with Union bylaws or other procedures for committee participation. Division members of the Committee shall be knowledgeable of health plan options and/or responsible for administering Division health benefits.
 - a. *Committee chairs and meetings.* The Committee shall meet once every three months. At its first meeting of a new school year, the Committee shall select two co-chairs and adopt ground rules and operating procedures. One of the co-chairs shall be an FEU representative and the other co-chair shall be a Division representative.
 - b. *Committee responsibilities.* The Committee shall review health and prescription drug data; survey employees (which requires Office of Research and Strategic Improvement (ORSI) review and approval) regarding health needs and health plan satisfaction; and analyze health plan options. A Nondisclosure Agreement may be required for committee participants who review health and prescription data.
 - c. *Participation in RFPs.* The Committee members shall participate in the Selection Advisory Committee (SAC) for Request for Proposals (RFPs) for healthcare vendors and participate in any interviews conducted by the SAC. The FEU and Division Committee members are responsible for sharing the Committee's work with their respective leadership and bargaining teams but may not disclose confidential RFP information. SAC participation requires mandatory attendance at all meetings. SAC members must execute a Nondisclosure Agreement.
 - d. *Subject matter experts.* As appropriate, subject matter experts affiliated with the FEU may attend and participate in Committee meetings for consultation purposes during plan renewal processes. In addition, subject matter experts affiliated with the FEU may serve on the Technical Advisory Committee (TAC) for consultation purposes for any RFPs for healthcare.
 - e. *Committee authority.* The Committee, by mutual agreement, shall be authorized to make recommendations on those issues that have been discussed, explored, and analyzed by the Committee. For Plan Years 2027 and 2028, such recommendations shall be made to the Union and to the Division no later than September 30th of the preceding year. Committee meetings are not intended to be negotiation sessions to alter or amend the Agreement. The Committee shall have no authority to change, delete, or modify any of the terms of the existing Agreement between the Parties, or to settle grievances arising under the Agreement.

FEU OPERATIONAL UNIT

2. Employees shall receive paid release time to participate in the Committee meetings, including SAC.

**ARTICLE XIII
LEAVE**

1. Employees currently eligible for Sick Leave under Regulation 4819 shall be granted fourteen (14) days of Sick Leave upon reporting on their first scheduled contract day at the beginning of each contract year.
2. For less than twelve-month Employees, up to six (6) days of Sick Leave may be used for personal leave, provided that no more than five (5) consecutive days may be used for personal leave without supervisor approval.
3. There is no limit on the accumulation of Sick Leave from one year to the next.
4. Sick Leave may be used in accordance with Regulation 4819 in the following circumstances:
 - a. Personal illness, injury (including work related), quarantine (in accordance with applicable guidance from the Centers for Disease Control and Prevention, Virginia Department of Health, the Fairfax County Health Department and/or the Division), and/or temporary physical or mental incapacity. Childbirth shall be treated as a temporary physical incapacity.
 - b. Medical, dental, or optical appointments for self or an Immediate Family Member.
 - c. Illness, injury, quarantine (in accordance with applicable guidance from the Centers for Disease Control and Prevention, Virginia Department of Health, the Fairfax County Health Department and/or the Division), or temporary physical or mental incapacity of the Employee or an Immediate Family Member.
5. Medical documentation shall only be required for any Sick Leave absence of five (5) consecutive workdays or more.
6. In accordance with Regulation 4411, if an Employee is subjected to physical assault by a student and injured while performing their duties, the Employee shall be entitled to paid administrative leave during the waiting period for Worker's Compensation benefits. The Employee's personal information will be kept confidential throughout this process.
7. The term "Immediate Family Member" shall mean and Employee's father, mother, brother, sister, spouse, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, foster parent, foster child, stepparent, stepchild, legal guardian, child for whom Employee is legal guardian, grandparent, grandchild, aunt, uncle, nephew, niece, or member of Employee's household, regardless of relationship.
8. Upon retirement, Sick Leave may be converted to retirement service credit, if the Employee is eligible under Regulation 4819.
9. Management training will be provided to ensure that leave is approved fairly and consistently.

10. Leave shall not be approved or denied on an arbitrary basis.

**ARTICLE XIV
BEREAVEMENT LEAVE**

1. Employees shall receive three (3) days of Bereavement Leave per year. This leave will not be deducted from the employee's Sick Leave balance.
2. Bereavement Leave may be used for the loss of an Immediate Family Member and/or a pregnancy loss.
3. The term "Immediate Family Member" shall mean and Employee's father, mother, brother, sister, spouse, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, foster parent, foster child, stepparent, stepchild, legal guardian, child for whom Employee is legal guardian, grandparent, grandchild, aunt, uncle, nephew, niece, or member of Employee's household, regardless of relationship.
4. Available Sick Leave may be used to extend the period of Bereavement Leave subject to the approval of the Employee's supervisor or program manager. No extension of Bereavement Leave shall exceed 20 workdays.
5. Proof of death shall not be required for use of Bereavement Leave.

**ARTICLE XV
PAID PARENTAL LEAVE**

Employees with at least twelve (12) months of service with the Division are eligible for eight (8) weeks of Paid Parental Leave, as outlined in Regulation 4834.

In the event that a newly born or adopted child dies during the time that the Employee is on Paid Parental Leave, the Employee shall remain entitled to the full extent of the paid parental leave. The Paid Parental Leave shall not terminate due to the death of the child.

ARTICLE XVI
JUST CAUSE AND DISCIPLINARY GRIEVANCE

1. *Just Cause.* Effective July 1, 2025, no Employee may be dismissed unless there is just cause for their dismissal. Any such dismissal may be grieved in accordance with the Disciplinary Grievance process set forth in Section 6 of this Article.
2. Effective July 1, 2026, the Division may not impose any Disciplinary Actions on any Employee without just cause. Disciplinary Actions shall be defined as: written reprimand, placement on or extension of probation, suspension, demotion, and dismissal. Verbal warnings, summary memoranda, Performance Improvement Plans, performance evaluations and all other performance actions are not considered Disciplinary Actions.
3. Where appropriate, Disciplinary Actions shall be applied in a progressive manner to rehabilitate and correct conduct. This means reasonable and appropriate corrective actions that increase in severity up to and including dismissal when the employee fails to correct the same or similar behavior within a reasonable period, and such continued failure is properly documented, and the employee has had an opportunity to correct the behavior. However, progressive discipline is not always appropriate, as supervisors may recommend stronger action in cases of serious misconduct. This could include dismissal for the first offense.
4. When the safety or welfare of the Division or a student is threatened or an Employee has been charged with a felony or misdemeanor identified in Virginia Code § 22.1-315, the procedures in Virginia Code § 22.1-315 shall apply. The Disciplinary Grievance procedure set forth in Section 6 of this Article shall not apply to any such actions under Virginia Code § 22.1-315.
5. Written notice of any Disciplinary Action shall be provided to Employees within fifteen (15) calendar days from the date a supervisor has knowledge of the conduct giving rise to the Disciplinary Action, absent extenuating circumstances.
6. *Disciplinary Grievance.* A Disciplinary Grievance is a complaint, dispute, or controversy in which an Employee or the Union is challenging a disciplinary action. Disciplinary Grievances shall be initiated and resolved in accordance with the State Board of Education Procedure for Adjusting Grievances (Virginia Code § 22.1-308 et. seq. and 8 VAC 20-90-10, et seq). All disciplinary complaints will be addressed under Part II, 8VAC20-90-30, et seq., except for those dismissals that must be addressed under Part III, 8VAC20-90-70, et seq. (regularly licensed professional public school personnel employed under a written contract as provided by § 22.1-302 of the Code of Virginia).

**ARTICLE XVII
GRIEVANCES AND GRIEVANCE PROCEDURE**

1. General.

- a. A “grievance” is defined as a complaint, dispute, or controversy in which it is claimed that the Division has failed in an obligation under this Agreement or which involves the meaning, interpretation, or application of this Agreement, other than a Disciplinary Grievance.
- b. A “Disciplinary Grievance” is defined as a complaint, dispute, or controversy in which an Employee or the Union is challenging a disciplinary action, and shall be initiated and resolved in accordance with Article XVI of this Agreement (Just Cause and Disciplinary Grievance).
- c. A “grievant” is defined as an individual Employee, a group of Employees, or FEU.
- d. If a grievance arises from the alleged action or inaction of the Division at a level above the principal or immediate supervisor, the Union shall submit such grievance in writing directly to the appropriate Department Chief or their designee with the processing of such grievance to commence at Step Four.
- e. If a grievance affects a group or class of Employees and the facts with respect to all persons alleged to be aggrieved are substantially the same and the issue(s) raised by the grievance are the same as to all Employees involved, the Union may initiate and submit such grievance directly to the Superintendent or their designee with the processing of such grievance to commence at Step Five.
- f. Upon mutual agreement of the Union and the Division, a grievance may be taken directly to non-binding arbitration.
- g. Grievances may be consolidated for purposes of non-binding arbitration by mutual agreement between FCPS and the Union.
- h. All documents associated with grievance proceedings will be confidential. All grievance proceedings will be confidential.

Step One.

- i. Informal Conference. The Parties agree that informal resolution is the preferred method for resolving grievances. A grievant may request an informal conference with an appropriate immediate supervisor. If the grievant is an Employee or group of Employees, they may bring a Union representative to this conference.

Step Two.

- j. Formal Procedure. If a grievance is not resolved via informal conference, or no informal conference is sought, a grievant may proceed with the following formal procedure.
 - i. The grievance must be submitted in writing through an electronic process approved by the Division and shall state with specificity the subject of the grievance; the identity of Employees involved, the provision or provisions of this Agreement alleged to have been violated; and the relief sought.

- ii. The written grievance must be submitted within ten (10) working days of: the actions being grieved, the grievant's reasonable knowledge of the actions being grieved, or any informal conference, whichever is later.

Step Three.

- k. The principal or immediate supervisor shall meet with the grievant within ten (10) working days of receipt of the written grievance to discuss the grievance. If the grievant is an Employee or group of Employees, they are entitled to bring a Union representative to this meeting. The principal or immediate supervisor shall submit their decision, in writing into the Division's electronic system, and provide a copy to the grievant and the Union (if the Union is not the grievant) within ten (10) working days of the Step Two meeting.

Step Four.

- l. If not resolved at Step Three, the grievant may appeal to the appropriate Department Chief or their designee using the Division's electronic system. Appeals must be submitted in the electronic system, must include the original grievance and Step Three decision, and must be submitted in the Division's electronic system within ten (10) working days of the date of the Step Three decision. The Department Chief or their designee shall meet with the grievant within ten (10) working days of receipt of the written grievance to discuss the grievance. If the grievant is an Employee or group of Employees, they are entitled to bring a Union representative to this meeting. The Department Chief or their designee shall submit their decision into the electronic system and provide a copy to the grievant and the Union (if the Union is not the grievant) within ten (10) working days of the Step Four meeting.

Step Five.

- m. If not resolved at Step Four, the grievant may appeal to the Superintendent or their designee using the Division's electronic system. Appeals must be in writing on the approved Division grievance appeal electronic system, must include the Step Three and Step Four decisions, and must be submitted within ten (10) working days of the date of the Step Four decision. The Superintendent or designee shall meet with the grievant within ten (10) working days of receipt of the written grievance to discuss the grievance. If the Grievant is an Employee or group of Employees, they are entitled to bring a Union representative to this meeting. The Superintendent or designee shall enter their decision into the electronic system, and provide a copy to the grievant and the Union (if the Union is not the grievant) within ten (10) working days of the Step Five meeting.

Step Six.

FEU OPERATIONAL UNIT

- n. If the grievance is not resolved at Step Five and the grievant is the Union, it may be submitted to non-binding arbitration through the Federal Mediation and Conciliation Service (FMCS).
 - i. An Employee may not independently submit a grievance to non-binding arbitration without the participation of the FEU.
 - ii. The FMCS shall supply a list of seven (7) qualified labor arbitrators from the Washington, D.C. Metropolitan area. Both the Division and the Union shall have the right to strike three names from the list. The parties shall flip a coin to determine who shall strike the first name; the other party shall then strike one name. The process shall be repeated, and the remaining person shall be the arbitrator. After the selection of the arbitrator, the Union shall advise the FMCS of the name of the arbitrator.
 - iii. The arbitrator's recommendation shall be in writing and shall set forth the findings of fact, reasoning, and conclusions of the issues submitted. It is agreed that the arbitrator is empowered to include a recommendation for financial reimbursement or other remedies they judge to be proper. The arbitrator shall transmit their written recommendation to both parties and the Board as soon as practicable after the close of the hearing.
 - iv. Expenses for the arbitrator's services and proceedings shall be borne equally by the Union and the Division.

Step Seven.

- o. Either party may file with the Board a response to the arbitrator's recommendation within ten (10) business days of receipt of the written decision and request the Board to review the recommendation of the arbitrator. The Board may adopt the recommendation of the arbitrator if it is supported by substantial evidence in the record as a whole. If the Board, after review of the arbitrator's recommendation and the record, finds that the recommendation is not supported by substantial evidence in the record as a whole, the Board shall issue a written decision rejecting the arbitrator's recommendation in whole or in part, and explaining why it found the decision is not supported by substantial evidence in the record as a whole. The Board's decision, which will be delivered to the Union and the Division at the same time, shall be final and binding on all parties to the proceedings.
2. Time Limits.
- a. A grievance must be presented and processed in accordance with the steps, time limits, and conditions contained in this Article. The Division and the Union recognize that time is of the essence and the prompt settlement of grievances is important to a sound and harmonious relationship.
 - b. Time limits provided for each procedural step shall begin the working day following receipt of the grievance, appeal or written decision.

- c. If the Division fails to provide an answer to a grievance within the time limits provided, the Union may immediately appeal to the next step.
- d. The failure of the grievant to act upon a grievance within the time limits provided shall be deemed a forfeiture of the right to advance further in the grievance process.
- e. The time limits prescribed herein may be altered and/or waived by mutual agreement, in writing, by the Division and the grievant.

3. Election of Remedies.

- a. An Employee may present a grievance at any time pursuant to this Article without the intervention of FEU, provided FEU has the right to intervene and be afforded an effective opportunity to be present, offer its view, and fully participate in any meetings or hearings.
- b. This grievance process shall be the exclusive method for the resolution of disputes arising out of an alleged violation or interpretation of a provision(s) of this Agreement, unless the matter is also grievable pursuant to the Virginia Code or the Virginia Administrative Code. If the matter is grievable pursuant to the Virginia Code or the Virginia Administrative Code, a grievant who elects to file a grievance under the statute or state regulations may not file a grievance under this Agreement.

**ARTICLE XVIII
WEINGARTEN RIGHTS**

Any Employee, upon request, is entitled to representation by the Union in any meeting or interview which the Employee reasonably believes may result in disciplinary action against them. An Employee's right to such representation is subject to the condition that a Union representative is available to attend the meeting within a reasonable period of time and that their presence does not unduly disrupt the meeting. Neither party shall be permitted to make an audio or video recording of any such meeting. Notwithstanding the foregoing, before a meeting with the Union representative, the Division retains the right to 1. place an Employee on administrative leave with pay, pending an investigation into alleged misconduct by the Employee or 2. suspend an employee without pay pursuant to Virginia Code § 22.1-315.

**ARTICLE XIX
LABOR MANAGEMENT COMMITTEE**

1. The Superintendent and the Union will create a Labor Management Committee (LMC) to discuss matters of mutual interest to the Operational and Licensed Instructional Bargaining Units. There shall only be one Labor Management Committee, and it shall address matters pertaining to both bargaining units. The Division and FEU will each select up to eight (8) LMC representatives. The LMC shall meet quarterly during the school year. One week prior to any scheduled LMC meeting, the parties will compile an agenda of items to be discussed.
2. Employees shall receive paid release time to participate in LMC meetings.

**ARTICLE XX
SAFETY COMMITTEE**

1. The Parties shall establish and maintain a Division-wide Safety Committee to:
 - a. Monitor health and safety conditions governed by federal and state workplace safety laws in Division buildings, and worksites (including buses and extracurricular activities). Workplace safety laws include the Occupational Safety and Health Act, the Virginia Occupational Safety and Health Act, and similar laws.
 - b. Review and recommend appropriate health and safety procedures to be implemented and maintained by the Division.
 - c. Review the Division's reports of unsafe and unhealthy conditions.
 - d. Assure compliance with applicable state and federal workplace safety laws, Board safety and health policies, and Division safety and health regulations.
 - e. Develop a training program for the Committee using Division and Union trainers.
2. In addition to any other characteristics jointly agreed on by the Parties during Committee meetings, the Parties agree to the following.
 - a. The Committee shall consist of an equal number of representatives from the Exclusive Representative (including FEU) for each Bargaining Unit and the Division. The Exclusive Representative for each Bargaining Unit shall appoint four (4) current employee representatives on the Committee. FEU members of the Committee shall be selected in accordance with Union bylaws or other procedures for committee participation.
 - b. The Committee will meet in person or remotely every other month during the school year at minimum, and will also be available to convene on an ad hoc basis to address issues as the need arises. Minutes of Committee meetings shall be prepared as determined by the Committee and shall be circulated within two weeks following each meeting; final minutes and related materials shall be sent to appropriate school administrators and Union leaders and staff and shall be accessible to Employees.
 - c. Employees shall receive paid release time to participate in Committee meetings.
 - d. The Division and the Union shall equally share costs of the Committee; the Division will provide the web platform if meetings will be held remotely.
 - e. All recommendations made by the Health and Safety Committee shall be submitted in writing to the Chief of Facilities Services and Capital Programs or their designee. Within thirty (30) days after receipt of the Committee's written notification, the Chief of Facilities Services and Capital Programs or their designee will notify the Committee in

writing of the measures, if any, that the Division proposes to take to correct the alleged unsafe conditions.

- f. If the Union disagrees with the Chief of Facilities Services and Capital Programs' or their designee's determination of the proposed remedial action, the Union may appeal the matter to the Superintendent or their designee within thirty (30) days of receipt of the Chief of Facilities Services and Capital Programs' or their designee's decision.
- g. Within thirty (30) days after receiving the Union's appeal, the Superintendent or their designee shall notify the Union in writing of the action the Division proposes to take to correct the alleged unsafe conditions, if any.
- h. In the event that the Union disagrees with the Superintendent's or their designee's proposed corrective action, the Union may submit the matter for non-binding arbitration in accordance with Article XVII (Grievance Procedure), by giving written notice of intent to arbitrate to the Superintendent within thirty (30) days of its receipt of the Superintendent's or their designee's response. The arbitrator's authority to consider and decide such matters are specifically limited as follows:
 - i. The arbitrator may only recommend such relief as is reasonably permitted by the Division's legal and financial ability; and
 - ii. The arbitrator shall also allow the Division a reasonable time to take any corrective action recommended.

**ARTICLE XXI
SAVINGS CLAUSE**

1. Improvements in contractual provisions included in the Agreement which are brought about by the amendment or addition of statutory guarantees now provided in state or federal law shall obligate the parties within ten (10) days of the effective date of such amendment to begin negotiations on the extent to which such amendments or additions shall be incorporated into this Agreement
2. Reduction or elimination of contractual provisions which are brought about by the amendment or repeal of statutory guarantees incorporated into this Agreement shall obligate the parties within ten (10) days of the effective date of such amendment or repeal to begin negotiations on the extent to which such amendments or repeals shall be incorporated into this Agreement
3. The Parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to put forth proposals with respect to any subject or matter within the definition of Collective Bargaining in Section 10.A of the Resolution and to bargain in good faith, and that the understanding and agreements arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement.
4. The Parties agree that, for the life of this Agreement, each voluntarily waives the right to bargain collectively with respect to any matter covered in this Agreement.
5. If any provision of this Agreement or any application of this Agreement to any Employee or group of Employees is held to be contrary to law by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.
6. Upon mutual agreement, the parties shall commence negotiations regarding matters related to the contractual provision held contrary to law by a court of competent jurisdiction.
7. This Agreement may be modified only upon the written agreement of the Parties.
8. If any provision of this Agreement conflicts with Division policy or regulation, the terms of this Agreement shall prevail.

Appendix — Policies, Regulations, and Notices Referenced in Articles

[This page intentionally left blank]