

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

CHILDREN'S SCHOOL SERVICES

AND

**THE DISTRICT OF COLUMBIA
NURSES ASSOCIATION**

FOR THE LPN BARGAINING UNIT

TERM OF AGREEMENT:

January 1, 2024 THROUGH DECEMBER 31, 2026

TABLE OF CONTENTS

	Page
ARTICLE I: AUTHORIZATION	1
ARTICLE II: MEMBERSHIP	2
ARTICLE III: REPRESENTATION	4
ARTICLE IV: NON-DISCRIMINATION	5
ARTICLE V: SENIORITY	5
ARTICLE VI: LPN DUTIES	7
ARTICLE VII: ORIENTATION	7
ARTICLE VIII: IN-SERVICE EDUCATION	8
ARTICLE IX: EDUCATION BENEFITS	9
ARTICLE X: POSITION VACANCIES	10
ARTICLE XI: JOINT COMMITTEES	12
ARTICLE XII: EVALUATIONS	13
ARTICLE XIII: DISCIPLINE AND DISCHARGE	14
ARTICLE XIV: PERSONNEL FILES	15
ARTICLE XV: WORK WEEK AND COMPENSATION	16
ARTICLE XVI: SCHEDULING AND STAFFING	18
ARTICLE XVII: CONTRACTED STAFF	20
ARTICLE XVIII: REDUCTION IN FORCE, LAYOFF, SEVERANCE & RECALL	20
ARTICLE XIX: HOLIDAYS	22
ARTICLE XX: ANNUAL LEAVE AND SICK LEAVE	23
ARTICLE XXI: PAID ADMINISTRATIVE LEAVE	26
ARTICLE XXII: UNPAID LEAVES OF ABSENCE	28
ARTICLE XXIII: HEALTH AND SAFETY	29

Table of Contents (continued)

	Page
ARTICLE XXIV: CHEMICAL SUBSTANCE-RELATED IMPAIRMENT	33
ARTICLE XXV: BENEFITS.....	34
ARTICLE XXVI: WAGES.....	36
ARTICLE XXVII: MANAGEMENT RIGHTS	37
ARTICLE XXVIII: CSS POLICIES	39
ARTICLE XXIX: GRIEVANCE PROCEDURE.....	39
ARTICLE XXX: ARBITRATION.....	41
ARTICLE XXXI: EXISTING PRACTICES AND FULLY-BARGAINED CLAUSE.....	42
ARTICLE XXXII: NO STRIKES, WORK STOPPAGES, SLOW-DOWNS, REFUSALS TO CROSS PICKET LINES OR LOCK-OUTS	42
ARTICLE XXXIII: DAMAGE OR LOSS OF PROPERTY.....	44
ARTICLE XXXIV: CHANGE OF OWNERSHIP / LOSS OF CONTRACT	44
ARTICLE XXXV: SEVERABILITY	45
ARTICLE XXXVI: DURATION OF AGREEMENT	45
SIDE LETTER REGARDING BARGAINING UNIT.....	Error! Bookmark not defined.
SIDE LETTER REGARDING PANDEMICS.....	Error! Bookmark not defined.
SIDE LETTER REGARDING TEN (10) MONTH SCHEDULE.....	Error! Bookmark not defined.

INTRODUCTION AND RECOGNITION

AGREEMENT

THIS AGREEMENT, effective as of January 1, 2024, is made and entered into by and between CHILDREN’S SCHOOL SERVICES (hereinafter referred to as “CSS”) and the DISTRICT OF COLUMBIA NURSES ASSOCIATION (hereinafter referred to as “DCNA” or the “Association”).

WITNESSETH

The intention of this Agreement is to formalize a mutually agreed upon and understandable working relationship between CSS and its licensed practical nurses (hereinafter “LPNs”) which will be based upon equity and justice with respect to wages, hours of service, general conditions of employment and communication, so that the parties can achieve their common objective of providing superior care to the students of District of Columbia schools in a harmonious and consistent fashion.

For and in consideration of the mutual covenants and undertakings herein contained, CSS and the Association hereby agree as follows:

**ARTICLE I
AUTHORIZATION**

Section 1. Association Recognition

CSS recognizes the Association as the exclusive bargaining agent for the purpose of collective bargaining with respect to rates of pay, hours of work and other conditions of employment for the LPNs covered by this Agreement. This is solely a recognition clause and nothing in this Agreement, including the recognition of the Association as bargaining agent, is intended as a guarantee, explicitly or implicitly, that CSS will continue to provide services to District of Columbia Public and DC Public Charter schools to which CSS provides services pursuant to its contract or grant with the District of Columbia Government.

Section 2. Bargaining Unit Definition

(a) The LPNs covered by this Agreement are all full-time and regular part-time LPNs employed by CSS who are employed on CSS’s contract or grant to provide health care to students at District of Columbia public schools.

(b) The parties expressly agree that the bargaining unit herein recognized excludes contract and/or agency RNs and LPNs which CSS utilizes to provide care for students, all other CSS employees and all supervisors, as defined by the National Labor Relations Act, guards, managers, administrators, Registered Nurses (RNs), Health Technicians, and Nursing Assistants. The bargaining unit also excludes RNs, LPNs, or other persons employed by Children’s Hospital or any other Children’s National Medical Center entity (collectively, “Children’s”), including but not limited to any Children’s RNs, LPNs, or other persons who are presently, or subsequently

become, represented by DCNA, unless such nurse is also employed by CSS in a CSS bargaining position.

(c) Supervisors will be permitted to perform unit work without thereby becoming covered by this Agreement, provided that performing bargaining unit work is not their primary duty.

Section 3. LPNs Classifications

LPNs who are regularly scheduled to work thirty-five (35) to forty (40) hours per work week are considered “full-time” and will be eligible to receive the benefits specified in this Agreement. LPNs who are regularly scheduled to work more than twenty (20) but less than thirty-five (35) hours per week will be considered part-time eligible (“PTE”) and are eligible to receive the benefits specified in this Agreement on a pro rata basis. LPNs who are regularly scheduled to work less than twenty (20) hours per week shall be considered part time ineligible (“PTI”) and are not eligible to receive the benefits specified in this Agreement. Per diem and PRNs are not covered by this Agreement. CSS has the right in its discretion to review and reclassify LPNs based on actual hours worked.

**ARTICLE II
MEMBERSHIP**

Section 1. Definition

(a) All LPNs who are members of the Association on the effective date of this Agreement, or voluntarily join hereafter, shall maintain their membership, or satisfy the financial obligations set by the Association, during the term of this Agreement as a condition of continued employment. All LPNs covered by this Agreement who are not members of the Association and choose not to become members of the Association shall, as a condition of continued employment, pay to the Association an agency fee as established by the Association.

(b) All LPNs hired on or after the effective date of this Agreement shall, within thirty-one (31) days after employment, become and remain members or become agency fee payers as a condition of continued employment for the duration of this Agreement.

(c) Upon notice from the Association, LPNs who fail to pay such dues or agency fees shall be given thirty (30) days’ notice of termination by CSS. If any LPN, within the thirty (30) day period, fails to tender the required dues or fees, and CSS is so informed, the LPN’s employment will be terminated by CSS provided the Association had notified the LPN of the delinquency and the opportunity to cure same at least thirty (30) days prior to requesting that CSS terminate the LPN’s employment.

(d) LPNs who are members of a bona fide religion that has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Association. Instead, they shall be required to pay to the Association an equivalent sum which the Association shall donate to non-religious charitable institutions exempt from taxation under Section 501 (c) of the Internal Revenue Code, as

designated by the LPN, such as the DC Nurses Foundation, or CSS or such other fund as designated by the LPN and approved by the Association.

Section 2. Dues Deductions

(a) CSS shall deduct such dues or agency fees biweekly from the pay of all LPNs covered by this Agreement who provide individually signed authorizations. The Association agrees to hold CSS harmless against claims made because of the deduction of dues or fees that are remitted to the Association. CSS shall tender such deductions to the Association by the tenth (10th) calendar day following the pay date on which the deductions were taken. CSS shall also provide the name of each LPN, employee identification number, job classification, and amount of dues deducted.

(b) The Association agrees to refund amounts remitted in error, upon presentation of evidence of error. CSS agrees to rectify errors in deducting dues or fees or remittance of aggregate dues or fees upon presentation of evidence of error.

Section 3. Information

Within thirty (30) days following the effective date of this Agreement, and every three (3) months thereafter, CSS will provide to the Association the following information sorted alphabetically for all bargaining unit LPNs: name, address, telephone number, employee identification number, hire date, job classification, status (*e.g.*, full-time, part-time, *etc.*), and hourly wage. In addition, CSS will provide on a monthly basis a list of new hires and terminations.

Section 4. New LPNs

(a) CSS will provide the Association with advance notice of the time, date, and physical location of new employee orientations for LPNs. The Association will be permitted to address the newly-employed bargaining unit LPNs for at least twenty (20) minutes to provide them with membership information and to explain the role and status of the Association. Prior to presenting at the orientation, the Association will provide CSS's designated Human Resources representative with an outline of its orientation presentation.

(b) The first four (4) months of employment for each new bargaining unit LPN shall be considered an introductory period during which time the LPN may be terminated at CSS's sole discretion. CSS may extend this probationary period for an additional two (2) months based on its assessment of the LPN's performance during the first four (4) months of employment upon written notice to the LPN with a copy to the Association. Any discipline imposed on or termination of an LPN during the LPN's initial or extended introductory period shall be at CSS's sole discretion and shall not be subject to the grievance and arbitration procedures of this Agreement. During the introductory period, LPNs shall accrue benefits but shall not be entitled to use leave; provided, however, an LPN may use during the introductory period accrued annual leave for the LPN's own personal medical emergency and, after ninety (90) days of employment, an LPN may use accrued leave earned pursuant to the D.C. Accrued Sick and Safe Leave Act ("ASSLA") in accordance with ASSLA.

Section 5. Transfers

CSS shall have the right to transfer LPNs between schools for just cause or for operational reasons. Transferred LPNs shall receive the orientation which, in CSS's judgment, is necessary. CSS will provide DCNA five (5) days' notice of any non-temporary transfer, unless the District of Columbia government provided CSS with less than five (5) days' notice of a required transfer or CSS had less than five (5) days' notice of the need for the transfer.

**ARTICLE III
REPRESENTATION**

Section 1. Access

(a) Association staff representatives who desire to visit LPNs to discuss a grievance or a contract administration matter at the school where they are working are subject to the school's access requirements. To the extent that the school's access rules allow Association staff representatives to enter the school and visit the school health office, such visits shall occur either on break time or after 3:30 p.m. and shall not interfere with or disturb employees in the performance of their work and shall not interfere with the provision of care to students.

(b) Association staff representatives or LPNs who wish to meet with LPNs to discuss Association matters or business shall contact CSS's Director of Nursing or designee to determine the availability of a meeting room at CSS's Administrative offices. Where a meeting room is available, such request shall be granted.

Section 2. Advocacy

(a) All bargaining unit LPNs have the right to the attendance, advice and guidance of a shop steward or Association staff representative at any investigatory or disciplinary conference. If no shop steward or Association staff representative is available, the meeting shall be rescheduled within a reasonable time unless, in CSS's reasonable judgment, immediate inquiry is necessary to ensure proper care of students and/or to deal with a significant health or safety threat.

(b) The Association shall appoint a reasonable number of shop stewards in the bargaining unit. The Association shall provide CSS with a list of such shop stewards. Shop stewards will not interfere with the delivery of care to students or the performance of any employee's duties. Additionally, time spent by shop stewards in the performance of their shop steward duties is not compensable work time.

(c) Whenever an LPN is asked to attend a meeting as part of a CSS investigation of workplace conduct, CSS shall inform the LPN of the nature of the meeting.

(d) The grievant may only be accompanied by another bargaining unit employee or represented by the Association in the presentation of grievances and appeals. If the Association does not represent the grievant, a copy of any formal grievance decision will be provided to the Association.

(e) Unless CSS otherwise agrees, Union business will not be conducted by a shop steward during working time (that is, during a shop steward's or other employee's shift other than during a rest period or meal period) except when the shop steward attends a grievance meeting or an investigatory meeting scheduled by CSS during the shop steward's working time. CSS will not unreasonably withhold its agreement for a shop steward to attend a grievance meeting.

Section 3. Bulletin Board

CSS shall make available to the Association for its sole use one locked bulletin board in a mutually agreeable location at CSS's administrative offices for the posting of official Association notices. Except for lists of officers and shop stewards, all items posted on said bulletin boards will be clearly marked with the date on which they were posted, and all such items will be removed by the Association from the bulletin board no later than one hundred twenty (120) days from the date of posting, unless an extension is agreed to by the parties in writing.

**ARTICLE IV
NON-DISCRIMINATION**

CSS will recruit, hire, train, assign positions and promote LPNs without regard to race, color, religion, national origin, ethnic background gender, age, marital status, sexual orientation, disability, status as a veteran, political affiliation or belief, military duty status, or Association activity. The parties agree that procedures to redress claims of discrimination provided for by federal, state and/or local laws and regulations shall be the exclusive remedy for such claims and that the grievance and arbitration provisions of this Agreement shall not be invoked and shall not be applicable for the resolution of such claims.

**ARTICLE V
SENIORITY**

Section 1. Definition

Seniority is defined as the length of continuous, uninterrupted service by an LPN with CSS. For purposes of scheduling annual leave pursuant to Article XX, Section 4 and the reduction in force/layoff provisions of Article XVIII, Section 2 only, seniority shall be defined as the length of continuous, uninterrupted service as an LPN at a District of Columbia public school with CSS and previous school employers.

Section 2. Application

Seniority rights are created only by this Agreement, and exist only to the extent expressed herein. Seniority shall not establish any right other than those expressly specified in this Agreement and shall be used for no other purpose.

Section 3. Forfeiture

An LPN's seniority shall be forfeited when the LPN:

- (a) Quits, resigns, or retires and does not return within one (1) year.
- (b) Is discharged for cause.
- (c) Fails to return following the end of a leave of absence.
- (d) Has been on a leave of absence of one (1) year or longer.
- (e) Has been on a medical leave of absence for one (1) year or for a longer period, if the longer period is a result of an accommodation pursuant to applicable law.
- (f) Fails to return to work within two (2) weeks after CSS has served notice of recall by letter to the last mailing address provided by the employee and by an e-mail to the last e-mail address provided by the employee.
- (g) Is laid off for a period of over one (1) year.

Section 4. Bridge of Service

Notwithstanding the provisions of Sections 1 through 3 of this Article, (a) an LPN who leaves employment with CSS and returns and completes one (1) year of service after returning to a bargaining unit position shall recover the LPN's previously accrued seniority; (b) an LPN who takes a leave of absence of more than one (1) year but no more than two (2) years to obtain an LPN to RN/BSN degree and who returns to work shall recover the LPN's previously accrued seniority upon return to work; provided, however, that the LPN will be reinstated only when a position vacancy is available and the LPN will not displace an LPN then working at CSS.

Section 5. LPN Transition to RN Position

After an LPN has become licensed as an RN during the LPN's tenure with CSS and has provided CSS with documentation of her RN licensure, the LPN will be transitioned to a CSS RN position, provided (i) an RN position is available; and (ii) the LPN successfully completes a four (4) month orientation developed by CSS. The LPN's terms and conditions of employment will continue to be governed by this Agreement during the orientation. Upon successful completion of the orientation, the RN's terms and condition of employment will be governed by any applicable collective bargaining agreement covering RNs. An LPN who transitions to a CSS RN position will maintain her seniority for benefits purposes, unless inconsistent with a provision in an applicable collective bargaining agreement covering RNs.

LPN DUTIES

**ARTICLE VI
LPN DUTIES**

Section 1. Appropriate LPN Duties

The Association and CSS recognize that changes in the health care delivery system will occur. The parties strongly affirm the goal of providing and assuring safe, high-quality care in a manner consistent with CSS policies and procedures, the DC Nurse Practice Act, and other clinical specialty nursing organizations, and other regulatory agencies. Staffing and assignments shall be consistent with the LPN's obligation to perform and document safe, high-quality care.

Section 2. Non-LPN Duties

To the extent it is consistent with the care needs of the students, CSS will not routinely require LPNs to perform non-nursing duties which are regularly and properly performed by District of Columbia school employees and are not necessary for the performance of the LPN's duties. Non-nursing duties include, but are not limited to transportation, housekeeping, laundry, or security functions. It is understood, however, that LPNs will prepare and maintain student records and charts and perform other similar clerical duties.

Section 3. Performance Improvement

LPNs will cooperate in supporting performance improvement activities. Such activities may be communicated through scheduled staff meetings and in services, e-mail, surveys or communications books.

**ARTICLE VII
ORIENTATION**

Section 1. Newly Hired and Returning LPNs

(a) CSS shall provide formal orientation for all newly hired LPNs, LPNs returning from extended leave, and LPNs returning to work after a break in practice of one (1) year or more. The objectives of the orientation will be to: (i) familiarize LPNs with the objectives and philosophy of CSS for the promotion of safe and quality student care; (ii) orient LPNs to CSS's policies and procedures and the requirements and responsibilities of the position; and (iii) provide LPNs with appropriate practice experiences. The orientation will consist of a pre-selected list of topics, and will include oral instruction and appropriate written materials.

(b) As appropriate, the orientation process may include classroom training, simulation training, work experience, orienting with other CSS staff/LPNs to be able to successfully complete the orientation, and cross training to other school health settings.

(c) During orientation, LPNs shall not be required to perform tasks or procedures or operate any equipment without supervision unless they are already qualified or have been trained

or oriented to perform such tasks or procedures or to operate such equipment, unless they are with a coach or educator who is coaching or educating them on the use of said equipment and/or procedures.

(d) Orientees will be required to complete the full orientation period necessary to meet the needs of their work assignment. The goal of the orientation process will be to review pertinent tasks that the LPN may be assigned to perform after completing orientation.

(e) Orientees will be provided feedback on their performance during the course of the orientation.

Section 2. Existing LPNs

Orientation shall be provided before any new procedure and/or equipment is implemented in any school. CSS will provide LPNs with appropriate notice in the circumstances prior to the implementation of any new procedure and/or equipment in the school.

ARTICLE VIII IN-SERVICE EDUCATION

Section 1. General

CSS shall provide an organized program of in-service education for LPNs. CSS will offer annually a minimum of two (2) in-service programs, beyond mandatory programs and programs related to competencies. Such programs will include topics geared to support advancement of LPNs.

Section 2. Scheduling

Practical operational needs permitting, CSS will make available (for example, through the use of, among other things, web-based content and/or videotapes) in-services. Notification regarding upcoming in-service programs will be provided to bargaining unit LPNs and DCNA at least five (5) days in advance of the in-service. In addition to specific notice of the in-service, this notification requirement may be satisfied by the inclusion of a particular in-service program on a calendar or list of training/in-service opportunities that was provided to LPNs and DCNA at the beginning of the school year or some other time more than five (5) days prior to the in-service. Except in cases of emergency and/or regulatory compliance, attendance at in-service programs will not be mandatory if it creates mandatory overtime. New mandatory programs shall be discussed in the Professional Practice Committee or in the Labor-Management Committee, as appropriate.

Section 3. Pay for Attendance

Attendance at all in-services required by CSS shall be paid time and considered hours worked for the purpose of computing overtime. When an LPN's attendance at an in-service encompasses unscheduled hours, the LPN will be paid at the LPN's base rate for those hours and the LPN must obtain prior approval from the LPN's supervisor to attend the in-service. Approval shall not be unreasonably withheld.

**ARTICLE IX
EDUCATION BENEFITS**

Section 1. Tuition Assistance

A. Definition and Eligibility

(a) Tuition assistance is financial assistance provided by CSS to regular full-time and part-time eligible LPNs who wish to take formal education or training courses or to attend conferences which increase LPN skills, knowledge or technical capabilities and/or which enable LPNs to become RNs.

(b) All regular full-time and part-time eligible LPNs shall be eligible to apply for tuition assistance after they have successfully completed four (4) calendar months of continuous employment with CSS in a position covered by this Agreement or at the conclusion of the LPNs' introductory period, whichever is longer.

B. Criteria

All such formal education or training courses must be demonstrably related to the LPN's job, to advancement to LPN status, and/or facilitate the advancement of professional community health nursing. Requests for tuition assistance shall be processed by CSS's designated representative in accordance with applicable CSS policy. Questions concerning the processing of applications for benefits under this Article may be directed to CSS's designated representative.

C. Benefit Year

The benefit year shall be the same as CSS's fiscal year.

D. Maximum Benefits

CSS, in its sole discretion, may pay a maximum of one thousand dollars (\$1000.00) per benefit year per LPN in tuition assistance for LPNs who meet the tuition assistance eligibility criteria. This benefit may instead be used for registration, board and travel expenses arising out of attendance at a conference pursuant to Section 2 of this Article. This benefit will, however, be limited in the aggregate for LPNs covered by this Agreement to a total of fifteen thousand dollars (\$15,000) per benefit year.

E. Commitment

(a) An LPN who receives tuition assistance pursuant to this Article for formal education shall be required to remain employed by CSS in at least a part-time eligible status for at least six (6) months following completion of the course(s) for which the LPN received the tuition assistance, or will be obligated to repay the amounts received, in accordance with applicable CSS policy. If an LPN fails to successfully complete a course (with a grade of "C" or better) for which tuition assistance has been received or terminates employment with CSS prior to completing the course, the LPN shall be obligated to repay the amount received for that

course, in accordance with applicable CSS policy. However, if an LPN is involuntarily terminated, the reimbursement obligation will not apply.

(b) An LPN who receives tuition assistance pursuant to this Article for training courses or to attend conferences will coordinate with his or her LPN manager to present information to staff.

Section 2. Conferences and Educational Programs

Practice and operational needs permitting, CSS will provide up to three (3) days of paid administrative leave annually for full-time LPNs and up to one (1) day of paid administrative leave for part-time eligible LPNs to attend conferences or educational programs relating to and which enhance the performance of their school nursing duties. It is understood that for purposes of this Article a day will consist of eight (8) hours.

Section 3. Uniforms

(a) CSS will provide each LPN fifteen cents (\$.15) per hour for up to forty (40) hours worked each week for the purpose of purchasing, cleaning and maintaining uniforms which are approved by CSS. LPNs will not be required to have their uniforms embroidered with their and CSS's name. LPNs shall be responsible for maintaining their uniforms and for purchasing or replacing uniforms as necessary to comply with CSS's policy governing work attire.

(b) LPNs shall not be required to wear uniforms when school is not in session or open for business.

**ARTICLE X
POSITION VACANCIES**

Section 1. Posting

(a) Vacancies in LPN positions, new or established shall be listed electronically for a period of at least seven (7) days prior to filling the position. CSS will notify the CSS/DCNA local unit when a vacancy is listed. LPNs must make separate application for each opening. CSS shall not, however, be required to list any job vacancy which must be filled without delay in order to meet an emergency or to safeguard the health and/or safety of students.

(b) In the event the qualifications of a listed position are changed, the position shall be listed electronically for at least seven (7) additional days.

Section 2. Manner of Selection

(a) Where the qualifications, performance and abilities of two (2) or more applicants for an LPN vacancy are relatively equal, the more senior applicant will be offered the position. In determining whether the qualifications, performance and abilities are relatively equal, CSS's determination shall be conclusive, unless the applicant or the Association demonstrates that it was clearly erroneous.

(b) Where the qualifications, performance and abilities of an incumbent LPN applicant and an outside applicant are relatively equal, CSS shall give preference to the incumbent LPN applicant. In determining whether the qualifications, performance and abilities of the applicants are relatively equal, CSS's determination shall be conclusive, unless the applicant or the Association demonstrates that it was clearly erroneous.

(c) Preference will be given to qualified LPN applicants who are already employed by CSS over equally qualified external applicants.

Section 3. Internal Transfers at the Beginning of the School Year

LPNs shall have the opportunity to transfer to different wards at the beginning of a new school year as set forth herein. CSS will post positions which may be filled by an internal transfer according to Section 1 of this Article, but such postings will also identify the school. Selection decisions will be made according to Section 2 of this Article. To qualify under this Section, CSS must determine that the vacant position should be filled. Position vacancies that occur due to LPNs who transfer as part of this process will be filled by CSS and need not be posted.

Section 4. Ten (10)-Month Schedule Option

(a) CSS may offer a ten (10)-month (that is, forty-four (44) week) schedule option to LPNs. The ten (10)-month schedule option will be offered at least thirty (30) days prior to the beginning of the school year, provided that CSS has information from the DC Public School System to allow CSS to determine how many ten (10)-month schedule options it will make available.

(b) If CSS will offer one or more ten (10)-month schedule options for a school year, it will notify DCNA and the LPNs of the number of ten (10)-month schedule options it will make available and the days an LPN who elects a ten (10)-month schedule must work prior to the start of each new school year, which may be modified during the school year in accordance with changes made by the DC Public School System. If the number of LPNs who apply for the ten (10)-month schedule option is greater than the number of ten-month schedules CSS makes available, LPNs who have requested a ten (10)-month schedule will be selected for the ten (10)-month schedules in seniority order.

(c) LPNs on the ten (10)-month schedule will not work a total of six (6) weeks when Summer School is in session during June, July, and August (which weeks may be non-consecutive) and two additional non-consecutive weeks during the school year when DC Public Schools are not in session.

(d) Notwithstanding the foregoing, the two LPNs who are currently on a ten (10)-month schedule (and who will be listed in a Side Letter) will have the option of remaining on a ten (10) month schedule through the 2026-2027 school year.

(e) Once an LPN has applied and been selected for a ten (10)-month schedule, the LPN must remain on the ten-(10) month schedule for the entire school year.

(f) LPNs on a ten (10)-month schedule will be paid and eligible for and accrue benefits based on the number of hours worked. For example, LPNs on a ten (10)-month schedule will earn approximately 5/6 the amount of the annual and sick leave of an LPN who works a full-time twelve (12)-month schedule. An LPN on a ten (10)-month schedule will not be paid holiday pay for holidays that fall during the eight (8) weeks when the LPN is not working.

(g) The forty-four (44) weeks of pay of an LPN on a ten (10)-month schedule will be paid over fifty-two (52) weeks.

ARTICLE XI JOINT COMMITTEES

Section 1. Health and Safety

(a) CSS and the Association shall cooperate in a joint effort to identify, control and eliminate hazards in the workplace.

(b) As appropriate, representatives of CSS and DCNA will meet to discuss matters relating to health and safety in the workplace. Topics to place on the agenda for a such a meeting may be submitted not less than five (5) working days before the scheduled meeting date. Grievances shall not be a topic for discussion.

Section 2. Labor-Management

Labor-Management Cooperation. CSS and the Association shall cooperate in a joint effort to address labor-management matters of mutual concern, including conditions that may lead to misunderstandings, and to maintain a positive, productive relationship. To that end, the Labor-Management Committee, consisting of the Executive Board of the CSS/DCNA local unit and the DCNA Staff Representative (for labor), CSS's Executive Director or designee, and CSS's designated Human Resources representative and such other representatives as management selects, will convene on a monthly basis. By mutual agreement of the parties, other persons may attend and participate on behalf of either party. Meetings shall be reasonable in duration and shall be scheduled at a mutually convenient time. Each meeting shall be limited to the agenda items provided by each party to the other at least seven (7) days prior to the meeting. Agenda items may include issues of labor-management relations as well as issues concerning CSS's compliance with federal and local equal employment opportunity requirements and other laws of the workplace. LPNs attending such meetings shall be granted paid administrative leave for such attendance. To respond to and resolve expeditiously issues addressed in the Labor-Management Committee, it is anticipated that the parties will discuss such issues between meetings of the Committee.

Section 3. Professional Practice

Upon the request of either party, up to six (6) times per calendar year representatives of CSS and the Association will meet to discuss professional practice issues, provided one party presents to the other a list of agenda items in advance of the meeting in accordance with this Section. Topics to place on the agenda for a such a meeting may be submitted not less than five

(5) working days before the scheduled meeting date. Grievances shall not be a topic for discussion.

Section 4. Committees, Generally

CSS shall have the right to maintain committees in existence as of the effective date of this Agreement other than those specified in this Article, as well as to modify or abolish said committees. In addition, CSS shall have the right to create new committees; provided, however, such new committees shall not perform the functions of the committees specified in this Agreement. CSS agrees to notify the Association at least thirty (30) days in advance of modifying, creating or abolishing a committee and, upon the Association's request, meet with the Association and discuss any such actions.

**ARTICLE XII
EVALUATIONS**

Section 1. Frequency

CSS shall provide LPNs with written performance evaluations reviewing their performance during their probationary period and at least on an annual basis; provided, however, this language does not restrict CSS's right to conduct performance evaluations more frequently as it deems necessary or appropriate. All performance evaluations shall be conducted by the LPN's first level supervisor(s). Normally, the evaluating supervisor must have supervised the LPN for at least sixty (60) days before conducting the evaluation.

Section 2. Timeliness

Except when due to the LPN's unavailability, the LPN's failure to provide the required documentation, or upon mutual agreement by the LPN and supervisor, an evaluation will be reviewed with the LPN within thirty (30) days of the LPN's evaluation date. Any promotion and consequent pay increase will be effective the first day the promotion is effective.

Section 3. Content

CSS shall have the right to determine the content and format of performance evaluations. The categories evaluated will take into account the duties and responsibilities included in the LPN's job description, which will be made available to the LPN. The supervisor and the LPN shall jointly devise goals and criteria by which progress will be measured for the next review period. Any deficiencies included in the evaluation must have been brought to the attention of the LPN within a reasonable time after their occurrence.

Section 4. Conference

Supervisor(s) will review performance evaluations with the LPN being evaluated in a private conference away from patient care and outside the presence of other employees. The LPN shall acknowledge the evaluation by signing and dating the evaluation document to indicate only that the evaluation has been reviewed with the LPN. The LPN shall have the opportunity to comment orally and in writing on the evaluation. Such comments must be received within ten

(10) days of the review of the evaluation with the LPN, and shall become part of the LPN's personnel file. Following the evaluation review, CSS will provide the LPN with a copy of the LPN's written performance evaluation.

Section 5. Review of Evaluations

If the LPN believes the LPN should be rated differently in the evaluation, the LPN may discuss the evaluation with the LPN's second level supervisor. Such individual will possess the authority to change the evaluation. All matters relating to LPN evaluations shall not be subject to the grievance and arbitration procedures in this Agreement; provided, however, that if LPN wage increases or premium pay are determined based on LPN evaluations, then evaluations will be subject to the grievance and arbitration provisions of this Agreement.

Section 6. Performance Improvement Plan

LPNs cited for deficiencies and/or who receive less than satisfactory evaluations shall be provided a period within which to correct such deficiencies or unsatisfactory performance together with written guidance designed to assist them in improving their performance. The LPN shall have the opportunity to participate in the development of the performance improvement plan.

**ARTICLE XIII
DISCIPLINE AND DISCHARGE**

Section 1. Authority to Discipline

CSS shall have the authority to discipline and discharge LPNs for just cause. CSS shall notify an LPN that it is considering imposing discipline on or discharging the LPN within ten (10) days after CSS management has actual knowledge of the events and/or conduct on which the proposed discipline or discharge would be based. CSS shall conduct a confidential investigation of the circumstances of the events and/or conduct giving rise to possible disciplinary action, including meeting with the LPN, who shall have the right, at the LPN's request, to be accompanied by a shop steward or Association staff representative. Meetings with LPNs pertaining to disciplinary matters shall be conducted in a private conference, consistent with principles of confidentiality. Nothing in this section shall prevent CSS from disclosing information as necessary to complete a full and fair investigation. Upon request of the chief shop steward or DCNA's staff representative, CSS will provide copies of relevant disciplinary actions and any relevant non-privileged evidence or documentation, including that of an exculpatory nature, to the chief shop steward or DCNA's staff representative, and DCNA will, upon request by CSS, provide the same to CSS.

Section 2. Progressive Discipline

(a) CSS recognizes the principle of progressive discipline as a means for correcting performance issues and will utilize it in cases where it is appropriate. This principle shall not restrict CSS in determining the appropriate level and nature of discipline based on the facts of each case. Such progressive discipline will generally include first written notices, second written notices, final notices of corrective action or suspensions, and termination of employment. CSS may choose to repeat or skip steps in determining the appropriate discipline based upon the facts

in each case, provided that the level of discipline selected is supported by just cause. Any first written notice that is more than twelve (12) months old and any other discipline that is more than twenty-four (24) months old shall not be considered in the above described progressive disciplinary procedure and shall be expunged from the LPN's personnel file; provided, however, these time limitations will not apply to (i) discipline for violations of CSS's workplace violence and/or harassment (*i.e.*, harassment based on a legally protected classification) rules and policies or (ii) where there is a pattern of conduct or behavior.

(b) The nature of the discipline and the particular conduct or behavior requiring correction (*e.g.*, first written notice, *etc.*) shall be stated on each disciplinary document and a copy of the disciplinary document shall be given to the LPN and a DCNA representative; provided, however, that failure to provide a DCNA representative with a copy of the disciplinary document shall not be grounds for overturning the discipline.

ARTICLE XIV PERSONNEL FILES

Section 1. LPN Access

LPNs shall be permitted to examine their official personnel files. LPNs desiring to examine their official personnel files shall make an appointment with CSS's designated Human Resources representative a reasonable time in advance. LPNs shall be entitled to receive one (1) copy, at no expense to the LPN, of materials in their personnel files, other than materials related to employment references. In lieu of the LPN requesting a copy of the LPN's official personnel file, the LPN may authorize in writing the provision of a copy of relevant materials to DCNA.

Section 2. Contents

No material relating to an LPN's work performance shall be placed in the official personnel file unless it is signed and dated by the person submitting the material. LPNs shall be given a copy of such material before it is placed in their official personnel files. An LPN may submit for placement in the LPN's official personnel file documents of a positive nature or otherwise specifically responding to performance evaluations or adverse material contained therein within ten (10) days of when the performance evaluation or adverse material is placed in the file.

Section 3. Confidentiality

Any information contained in an LPN's official personnel file shall be kept confidential and released only (i) to appropriate CSS managers and supervisors; (ii) to others with the LPN's written consent; and (iii) as necessary for CSS's defense or prosecution of a legal proceeding.

**ARTICLE XV
WORK WEEK AND COMPENSATION**

Section 1. Work Week Definition

The work week shall be the seven (7) day period beginning at 12:00:01 a.m. Sunday and ending at 12:00:00 midnight Saturday. Each pay period consists of two (2) consecutive work weeks.

Section 2. Overtime Rate and Hours

(a) Non-exempt LPNs shall be paid one-and-one-half (1-1/2) times their regular rate (as defined by applicable law) for all hours actually worked in excess of forty (40) hours in a work week. Hours for which compensation is paid under any provision of this Agreement, but which are not worked, shall not be counted in determining eligibility for overtime.

(b) Absent an emergency (as defined in Article XVI, Section 3) or where CSS is unable to fill a need with a volunteer or a qualified contracted agency nurse, CSS will not assign mandatory overtime. While the parties agree that mandatory overtime should be assigned as a last resort, the parties understand and agree that overtime may be necessary where the demands of providing care to students necessitate it. Where an LPN determines that it is necessary to work beyond the end of the LPN's scheduled shift, the LPN will obtain approval from the LPN's supervisor in advance of working the additional time or, if student care demands preclude the LPN from obtaining advance approval, the LPN will obtain approval as soon as possible after commencing to work the additional time. CSS will not assign mandatory overtime until it has first sought to fill the need with volunteers or contracted agency nurses. Upon request from the Association, CSS will verify its efforts to obtain qualified coverage through means other than mandatory overtime. Failure or refusal of an LPN to work overtime when assigned by CSS shall subject the LPN to disciplinary action.

(c) There shall be no duplication or pyramiding in the computation or payment of overtime or other forms of premium pay. If more than one premium pay provision of this Agreement shall be applicable to any time worked by an LPN, each applicable type of premium pay shall be applied to the LPN's base rate of pay for such time.

Section 3. Reporting Pay

LPNs who have finished their regular shifts and have left the school and are required to report to work before their next regularly scheduled shift, shall be paid at least four (4) hours at their base rate, whether or not they actually work four (4) hours. If the LPNs do not actually work four (4) hours, only those hours actually worked will be used to compute overtime.

Section 4. Rest Period and Meal Break

(a) LPNs generally shall receive two (2) fifteen (15) minute paid rest periods during a shift scheduled for eight (8) or more hours' duration. LPNs shall be permitted to take these rest

periods away from the school health suite in which their office is located when it will not interfere with or compromise the provision of care to students.

(b) LPNs generally shall receive one thirty (30) minute unpaid meal break in any shift scheduled for more than eight (8) hours in duration. This break shall not be counted as time worked. LPNs shall be permitted to take this break away from the school health suite in which their office is located unless the provision of care to students precludes them from doing so. If an LPN is unable to have a duty-free thirty (30) minute unpaid meal break because the provision of care to students precludes them from doing so, this thirty (30) minute period will be considered paid work time.

Section 5. Starting and Ending Shifts

(a) Generally, a regular full time LPN's shift will be from 8:00 a.m. to 4:30 p.m., Monday through Friday. CSS shall, however, have the right to assign full-time LPNs to work other hours or days and to work shifts of shorter or, subject to the mandatory overtime provisions in this Agreement, longer duration based on operational considerations or school coverage needs specified by the District of Columbia Government. An LPN shall report to work properly dressed and ready for work at the LPN's job location at the time designated by CSS for the beginning of the LPN's shift. LPNs are expected to complete their duties by the time designated for their shifts to end.

(b) LPNs will not be involuntarily charged leave when the principal or designee closes the school building early. If the principal or designee closes the school building early, the LPN must notify the LPN's Nurse Manager of the early closure. If CSS seeks to reassign the LPN, the LPN may elect to take the reassignment, use annual leave, or use leave without pay. If an LPN does not elect to take the assignment and does not make an election to use annual leave or leave without pay, the LPN will be assigned leave without pay.

Section 6. Payment, Including Overpayment/Underpayment

LPNs have the option of being paid by direct deposit or by debit card. Payroll adjustments are made biweekly, during the week between CSS's pay days. When an LPN was overpaid or underpaid, or where an adjustment needs to be made to the amount of the LPN's direct deposit or debit card payment, the adjustment shall be made as follows:

(a) CSS shall give the LPN a written notice of the adjustment at least five (5) working days before it is to be made and the reason(s) for the adjustment.

(b) If an LPN was underpaid, the LPN shall be paid the amount due on CSS's next payroll adjustment day following the date when CSS provides the written notice concerning the adjustment.

(c) If an LPN was overpaid, CSS shall recover the overpayment by deducting the appropriate amount from the LPN's subsequent direct deposit(s) or payments to debit card(s), in accordance with applicable law. An LPN shall have seven (7) working days after receiving notice to challenge the overpayment or to arrange for scheduled installments of not more than three (3) payments to repay the overpayment.

Section 7. Back to School Night Program Compensation

An LPN who attends a back to school night program will be paid one (1) hour of administrative leave that will not be considered hours worked for purposes of calculating overtime, provided the LPN works as scheduled on the day of the back to school night program and attends the program. This administrative leave payment will not be made to any LPN who works between the end of her scheduled work day and the beginning of back to school night program. An LPN who attends a back to school night program will also be paid for hours worked at the program.

Section 8. Coaching Assignments

(a) CSS may assign LPN coaching duties to volunteers. Each year by July 1, DCNA shall provide a list to CSS of such volunteers. If DCNA does not provide such a list, CSS shall have the right to solicit volunteers to perform coaching duties. In the event that there are insufficient volunteers to provide coaching duties, CSS will inform DCNA and the parties will meet in an attempt to resolve the matter.

(b) The coach is responsible for assisting with orientation to school nursing in accordance with CSS's policies and procedures.

(c) The coach will provide timely feedback based on the coaching schedule with the orientee. Management shall provide the orientee with the proper assessment paperwork and/or make assessment materials available on the mutual share drive to ensure timely submission by the LPN (coach).

**ARTICLE XVI
SCHEDULING AND STAFFING**

Section 1. Scheduling

(a) Consistent with any other provisions of the Agreement which may apply to scheduling, CSS shall have the right to determine the number of bargaining unit LPNs it employs and their manner of scheduling. This includes the right to eliminate positions, to implement full and partial layoffs and to determine days off, hours of work, schedules and shift assignments. Scheduling conflicts shall in the first instance be resolved based on the knowledge, performance and ability of the affected LPNs. Where the knowledge, performance and ability of the affected LPNs is relatively equal, seniority shall govern. In determining knowledge, performance and ability, CSS's determination shall be conclusive, unless the Association demonstrates that it was clearly erroneous.

(b) If CSS decides to schedule LPNs outside of their Monday through Friday daytime work schedule (*i.e.*, to schedule LPNs to work nights and/or weekends), CSS will first seek volunteers to perform the work. If there are not sufficient qualified volunteers, the assignments will be implemented by reverse seniority. Any LPN who is scheduled to work outside of the LPN's Monday through Friday daytime work schedule and who works in excess of forty (40)

hours in a work week will be paid overtime compensation in accordance with Article XV, Section 2 of this Agreement.

(c) The parties agree that, unless requested by an LPN, no full-time LPN shall be scheduled for four (4) hours as the LPN's regular shift.

(d) If CSS decides to change LPN schedules from twelve (12)-month to ten (10)-month schedules, CSS will provide the Association with at least thirty (30) days' written notice and, upon request, negotiate with the Association regarding the impact of the change upon LPNs (*e.g.*, full-time/part-time status, *etc.*). CSS will maintain health insurance coverage during the two (2) months that any such LPN is not working as a result of the ten (10)-month schedule, provided that the LPN satisfies the terms of coverage which would apply to active employment, including timely paying the LPN's portion of the premium.

Section 2. Floating/Reassignment of LPNs

(a) CSS shall have the right to assign LPNs to float among schools for all or part of their shifts based on operational and staffing needs. The choice of the LPN(s) who will be floated will be based on legitimate business reasons, including experience, geographical considerations (*e.g.*, whether the reassignment is in the same team or a different team), ability to maintain continuity within a school, and minimizing the number of nurses who are floated. Subject to these considerations, CSS will first seek to fill the need by a float LPN who is not already assigned to a school or an agency LPN who is not already assigned to a school. If the need is not filled by such float LPNs, CSS will seek to float an LPN.

(b) CSS shall develop a list of schools within the same team(s) to facilitate floating assignments by non-float LPNs. CSS shall, as appropriate, cross orient LPNs to elementary and secondary levels.

(c) If DCNA has concerns about the amount of floating assigned to LPNs, this will be an appropriate subject for the Labor-Management Committee.

Section 3. Emergency Staffing

(a) An emergency is any situation that develops suddenly and unexpectedly or an unforeseen combination of circumstances and results thereof that demands immediate action.

(b) When an emergency occurs in which an LPN's regular schedule does not provide minimum coverage, CSS may require LPNs to work days different from those originally scheduled. CSS shall first seek volunteers and/or seek to fill the need through contracted agency staff. If CSS is unable to fill the need through this process, CSS can require the LPN to fill the need.

Section 4. School Reassignment

An LPN who is reassigned to another school from their original school assignment in the middle of their shift will have one (1) hour to arrive at the reassigned school.

Section 5. Teleworking

If CSS reinstates a telework program, CSS will provide the Association with notice and, upon the Association's request, will meet and discuss the telework program. Unless CSS does not have sufficient advance notice from the DC Government prior to reinstating a telework program, CSS will provide advance notice and obtain the Association's input, provided that obtaining the Association's input will not delay implementation of a telework program.

**ARTICLE XVII
CONTRACTED STAFF**

Section 1. General

(a) The parties agree that it is desirable for CSS to employ and retain regular full-time and regular part-time LPNs. CSS may contract for agency LPNs as necessary to augment its regular LPN staff. The parties agree that contracted agency staff shall not be used as a means to displace regular LPNs; provided, however, the parties understand and agree that nothing in this Agreement shall require CSS to change or alter the way it has used or assigned contracted agency staff prior to the effective date of this Agreement.

(b) Bargaining unit LPNs shall not be held professionally responsible or accountable, directly or indirectly, for the quality of the professional practice of contracted agency staff.

(c) Contracted staff will not be assigned to conduct orientation.

Section 2. Scheduling

(a) In preparation of the work schedule for a specific school, the bargaining unit LPNs regularly assigned to the school shall have preference over contracted agency LPNs assigned to that school.

(b) CSS shall offer overtime and additional shifts or hours to regular LPN staff regularly assigned to a particular school before offering or assigning overtime hours to contracted agency staff at that school.

Section 3. Limitation on Grievance and Arbitration

CSS's right to contract for agency nurses is not subject to the grievance and arbitration provisions of this Agreement; provided, however, the provisions of Section 2 of this Article are subject to the grievance and arbitration provisions of this Agreement.

**ARTICLE XVIII
REDUCTION IN FORCE, LAYOFF, SEVERANCE & RECALL**

Section 1. Definition

A reduction in force or a layoff shall mean a permanent position elimination or a prolonged reduction in an LPN's hours.

Section 2. Manner of Reductions in Force/Layoffs

(a) In the event CSS determines that a reduction in force or layoff is necessary, CSS shall determine the LPNs who will be affected. An LPN subject to a reduction in force or layoff may displace a contracted agency LPN at another school provided the LPN subject to the reduction in force or layoff provides CSS with notice of the LPN's intent to do so within five (5) days of receiving notice of the LPN's reduction in force or layoff and provided the LPN possesses the necessary skills, experience and abilities for the position.

(b) An LPN subject to a reduction in force or layoff as a result of the closing of the school to which the LPN is assigned may elect to displace the least senior LPN in the bargaining unit, provided the LPN subject to the reduction in force or layoff possesses the necessary skills, experience and abilities and provided the LPN provides CSS with notice of such intent within five (5) days of receiving notice of the LPN's reduction in force or layoff.

Section 3. Notification

CSS shall notify the Association and affected LPNs in writing no less than thirty (30) days prior to reductions in force or layoffs; provided, however, CSS may provide affected LPNs with pay in lieu of notice. CSS will, upon request by the Association, meet with the Association and discuss the impending action.

Section 4. Severance Pay

(a) LPNs who have completed the probationary period but who do not yet have one (1) year of continuous service with CSS shall receive one (1) week of severance pay at their base rate if they are permanently laid off. LPNs who have between one (1) year and five (5) years of continuous service with CSS who are permanently laid off shall receive one (1) week of severance pay at their base rate for each full year of employment with CSS. LPNs who have at least five (5) years and less than ten (10) years of continuous service who are permanently laid off shall receive six (6) weeks' severance pay at their base rate. LPNs who have at least ten (10) years and less than twenty (20) years of continuous service who are permanently laid off shall receive seven (7) weeks' severance pay at their base rate. LPNs who have twenty (20) or more years of continuous service who are permanently laid off shall receive nine (9) weeks' severance pay at their base rate. Severance for part-time LPNs will be prorated. Any LPN who is subject to a reduction in force or layoff and chooses not to displace a contracted agency LPN or least senior LPN pursuant to Section 2 of this Article shall not receive severance pay.

(b) The severance pay provisions in this Section 4 only apply to permanent layoffs by CSS during the term of this Agreement and during the term of CSS's contract or grant with the District of Columbia Government and do not apply to the termination of LPNs from employment by CSS as a result of the expiration, termination, non-renewal, or other loss by CSS of its contract or grant with the District of Columbia Government.

Section 5. Recall

(a) An LPN whose position is eliminated through a reduction in force or layoff shall be eligible for recall if the LPN's former position is re-established within twelve (12) months of

the reduction in force or layoff. Notice of recall shall be in accordance with Article V, Section 3(f) of this Agreement.

- (b) Recalls of LPNs shall be made by job classification in reverse order of layoff.

Section 6. Superseniority

The Association shall designate in writing (i) up to five (5) LPNs (who are either Association officers or shop stewards) who shall have superseniority in the case of a reduction in force or layoff and (ii) the order, from greatest to least, in which superseniority is held. Such individuals shall be the last laid off where they possess the necessary qualifications and skills to perform the work remaining.

PAID AND UNPAID LEAVE

**ARTICLE XIX
HOLIDAYS**

Section 1. Definition

- (a) The following are holidays for purposes of this Agreement:

New Year's Day

Inauguration Day

Martin Luther King Jr. Day

Presidents' Day

Emancipation Day (assuming this holiday is recognized by the District of Columbia Government and public schools in the District of Columbia are closed on the holiday)

Memorial Day

Independence Day

Labor Day

Columbus or Indigenous Peoples' Day

Presidential Election Day (assuming this is a holiday recognized by the District of Columbia Government and public schools in the District of Columbia are closed on the holiday)

Veterans Day

Thanksgiving Day

Christmas Day

- (b) In the event a holiday listed above falls on a Saturday, CSS shall observe the holiday on the previous Friday; and if it falls on a Sunday, CSS shall observe the holiday on the following Monday. For leave purposes, either the actual or the observed holiday shall receive holiday treatment.

Section 2. Holiday Leave and Pay

For all full-time and part-time eligible LPNs, the following procedures will apply:

(a) To be eligible for holiday leave, an LPN must have been continuously employed by CSS for at least thirty (30) days in a position covered by this Agreement.

(b) Leave hours for each of the holidays listed above shall be accrued by each such LPN in the LPN's holiday leave bank thirty (30) days prior to the observance of the holiday. Eight (8) hours of leave will be added to the holiday leave bank of each full-time LPN. Leave on the basis of an eight (8)-hour shift will be pro-rated and added to the holiday leave bank of each part-time eligible LPN.

(c) The bank of holiday leave hours must be taken within thirty (30) days of the observed holiday or the holiday leave for that holiday will be paid to the LPN at the LPN's base rate of pay.

(d) If an LPN is not required to work a shift that commences on a holiday or on the day on which CSS observes a holiday, the LPN shall be paid for the holiday by using hours from the LPN's bank of holiday leave. Pay for the holiday will be computed using the LPN's base rate of pay on the basis of an eight (8)-hour shift (which will be pro-rated for part-time eligible LPNs).

(e) An LPN who is not required to work on a holiday shall be paid for the holiday only if the LPN reports for duty on the last scheduled work day before the holiday and the first scheduled work day after the holiday, unless the LPN is on excused absence. If a holiday occurs during a time when an LPN is on annual leave, the LPN shall be paid for the holiday by using holiday leave. If a holiday occurs while an LPN is on sick leave, the LPN shall be paid for the holiday by using sick leave.

(f) If an LPN does not have sufficient holiday leave in the LPN's holiday leave bank to pay the LPN for using holiday leave, the LPN may use accrued annual leave if the LPN has sufficient leave in the LPN's annual leave bank. If the LPN does not have sufficient leave in either bank, the LPN shall be paid for only those hours that the LPN has sufficient accrued leave to cover.

ARTICLE XX ANNUAL LEAVE AND SICK LEAVE

Section 1. General

Each regular full-time and part-time eligible LPN shall be entitled to paid annual leave or sick leave to the extent the LPN has accrued and not used such leave.

Section 2. Accrual of Annual Leave

(a) Regular full-time and part-time eligible LPNs shall accrue annual leave at the following rates:

Hourly Accrual Rate Per Hour Paid Up to a Maximum of:

CSS Tenure (Years)

Eighty (80) Hours Per Pay Period

0 - 10	.05769
10-15	.07692
15+	.09615

During the introductory period, an LPN will accrue annual leave at the rate indicated above, but may not use accrued annual leave until after the end of such introductory period.

(b) A full-time LPN shall cease accruing annual leave whenever the LPN's accrued and unused hours of annual leave equal the applicable maximum in the following schedule:

Maximum Accrued and Unused Hours of Annual Leave:

<u>CSS Tenure (Years)</u>	<u>Full-Time</u>
0-5	280
5-10	280
10-15	360
15+	440

(c) A part-time eligible LPN shall cease accruing annual leave whenever the LPN's accrued and unused hours of annual leave equal a total of two (2) times the LPN's annual leave entitlement plus twenty (20) hours.

(d) For purposes of this Article, "CSS tenure" means length of continuous, uninterrupted employment with CSS.

Section 3. Use of Annual Leave

(a) Annual leave must be used in accordance with CSS policy. Such leave cannot be taken in less than one-half (1/2) hour increments. Illness or disability occurring during a period of annual leave may be charged to sick leave if a licensed physician or other licensed provider certifies that the LPN was ill or disabled to an extent which prevented the LPN from working.

(b) Where a LPN has compelling personal circumstances the LPN may, subject to the other provisions of this Article (including that the LPN have accrued sufficient annual leave hours), request a vacation of longer than two (2) consecutive weeks. Such requests will be subject to CSS's approval in its discretion based on operational needs.

Section 4. Annual Leave Scheduling

(a) Annual leave may be taken with advance approval or in cases where, in the manager's judgment, it is warranted by a sudden emergency.

(b) If too many LPNs request to use annual leave on the same dates, approval of such leave requests will be on a first come, first served basis.

(c) When District of Columbia schools are in session, LPNs must submit a request to use annual leave at least twenty-one (21) days in advance. Each request will be approved or

denied in writing not later than fourteen (14) days after the request was submitted or sooner where circumstances permit.

(d) LPNs may not submit a request to use annual leave more than twelve (12) months in advance of the date(s) on which the LPN wishes to use annual leave.

(e) An LPN who would like to use annual leave on dates when District of Columbia schools are not in session must submit the request at least three (3) days prior to the first day of the requested leave and may take annual leave if the request is approved in advance.

Section 5. Advanced Pay for Annual Leave

An LPN shall receive pay in advance of an annual leave of more than four (4) days duration on the payroll day preceding the start of the leave provided that the LPN has requested advanced pay for such leave from the LPN's manager at least two (2) weeks in advance of the start of the leave.

Section 6. Sick Leave Defined

Sick leave may be used by a regular full-time or part-time eligible LPN when the LPN is absent on a scheduled work day because the LPN is ill or has suffered an accident which is not work-connected.

Section 7. Use of Sick Leave

(a) Sick leave cannot be taken in increments of less than one-half (1/2) hour. Sick leave will be paid only for those days that an LPN is unable to report for or complete a regularly scheduled shift. LPNs are encouraged to schedule medical and dental appointments outside of working hours, but sick leave may also be used for scheduled medical and dental appointments if such leave is requested at least seven (7) days in advance or in compelling circumstances, within one (1) day of when the appointment was made, whichever is later, and is approved by the manager.

(b) CSS may require proof of illness or accident for all sick leave requests, including a certification from a physician or other licensed provider and will notify the LPN of this requirement in a timely manner. CSS will not routinely require proof of illness for less than three (3)-day absences, unless there is a pattern of absence or evidence of abuse.

Section 8. Sick Leave Accrual

Each regular full-time and part-time eligible LPN shall accrue sick leave on each pay period at the rate of .04615 hours for each hour paid up to a maximum of eighty (80) hours per pay period. Sick leave may be accumulated up to a maximum of 1040 hours for full-time LPNs and 520 hours for part-time eligible LPNs. Sick leave may be used as soon as it is accrued. Accrued and unused sick leave may be carried forward to the following year(s) up to the maximums specified herein. All accrued but unused sick leave above the maximums cannot be carried over and will be lost.

Section 9. Notification

To be eligible for pay under this Article, LPNs shall notify the designated CSS personnel at least two (2) hours in advance of their scheduled shift if they are unable to report for duty as scheduled, provided that unit managers shall have the discretion to grant approval for emergency sick leave with less notice in compelling circumstances. In addition, an LPN upon return to work must comply with the requirements of medical clearances set forth in Section 8 of this Article and applicable CSS policies.

Section 10. ASSLA Leave

The sick leave provisions of this Agreement encompass the leave required by the D.C. Accrued Sick and Safe Leave Act (“ASSLA”), and ASSLA will not be interpreted or applied to require additional paid leave or additional reasons for using the paid leave provided for in the CBA except to the extent required by ASSLA. Further, in light of the sick leave provisions of this Agreement, the provisions of ASSLA as they apply to LPNs covered by the Agreement are waived to the full extent such waiver is permitted by law.

Section 11. Leave Donations

LPNs may donate their annual leave to the annual leave accrual bank of another CSS employee, in accordance with CSS policy.

**ARTICLE XXI
PAID ADMINISTRATIVE LEAVE**

Section 1. General

All pay to an LPN for paid administrative leave taken pursuant to the terms of this Article shall be computed at the LPN’s base rate, and shall be subject to the applicable eligibility requirements of CSS.

Section 2. Bereavement Leave

Any LPN who has successfully completed the introductory period shall be entitled to be paid bereavement leave for up to three (3) days in the event of a death in the LPN’s immediate family. Such leave must be taken within two (2) weeks of the date of death or at the time of the memorial service, and the LPN may be required to offer valid proof of death or memorial services and relationship of the deceased. Such leave must be requested once the need for the leave is known by the LPN. The term “immediate family” shall mean the LPN’s spouse, child, parent, brother, sister, grandparents, spouse’s parents, or other person with whom the LPN had a committed relationship of more than a year’s duration and with whom the LPN shared a household. If an LPN wishes to take additional time in the event of a death, the LPN may request and be allowed to take additional time (*i.e.*, annual leave or leave without pay), subject to the provisions of Article XX, Annual Leave and Sick Leave. Authorization for such additional leave will not be unreasonably withheld.

Section 3. Voting Leave

An LPN shall be entitled to a maximum of three (3) hours of paid administrative leave to vote in a national, state or District of Columbia election in the event that, were the LPN not given such leave, the LPN would be unable to vote. Prior approval for such leave must be obtained from the LPN's manager.

Section 4. Jury and Witness Duty Leave

An LPN who is required to serve on jury duty or serve as a witness on behalf of CSS shall be compensated by CSS for the difference between the amount received for such jury or witness duty and the amount, using the LPN's base rate of pay, that the LPN would have earned on any regularly scheduled shifts that are lost; provided, however, any LPN who is selected to serve on a Grand Jury will receive such compensation for up to a maximum of three (3) weeks. In order to receive such payment, the LPN must give valid proof of the amount of money received for such jury or witness duty. In addition, an LPN serving on jury duty must provide prior notice of such obligation to CSS and furnish a certificate of service, signed by an appropriate official of the court. Such an LPN is required to report for work for regularly scheduled shifts if the LPN is not required for jury or witness duty on any day. If an LPN is subpoenaed to serve as a witness by anyone other than CSS, the LPN will be required to use annual leave or leave without pay for the absence. Leave requested by an LPN to serve as a witness under any other circumstances shall be granted at CSS's discretion.

Section 5. Military Training Leave

CSS will provide military leave in accordance with applicable law.

Section 6. Inclement Weather

(a) CSS will provide paid administrative leave to LPNs scheduled to work for the numbers of hours they were scheduled to work when, due to inclement weather, District of Columbia Public Schools and District of Columbia Public Schools administrative offices are closed for the day, and where District of Columbia Public Schools are closed but District of Columbia Public School administrative offices are open for the day; notwithstanding the foregoing, LPNs will be paid for no more than eight (8) such days in a calendar year.

(b) When District of Columbia Public Schools are scheduled to open for students two (2) hours late, LPNs will be expected to report no later than two (2) hours after the time their shift would have started without the delayed school opening; however, no LPN will be required to use accrued paid annual leave (as specified in Article XX) or, if the LPN has no accrued annual leave, have the LPN's pay reduced below the amount the LPN would earn for working the LPN's entire shift if the LPN reports within two (2) hours of the commencement of the LPN's shift.

Section 7. Shop Stewards' Attendance at Meetings

The parties will strive to schedule meetings which will be attended by a shop steward outside the shop steward's working time. When this cannot be done, LPNs whom the

Association has designated in writing as shop stewards may request permission from their immediate supervisor, with reasonable advance notice, to leave their jobs during working hours for the purpose of attending a scheduled grievance meeting or attending an investigatory meeting involving a bargaining unit member when the bargaining unit member has requested a shop steward's attendance. Such permission shall not be granted at times in which it would interfere with CSS's ability to provide care to students. Approved time spent at such meetings will be considered paid administrative time but will not constitute hours worked for purposes of computing overtime.

ARTICLE XXII UNPAID LEAVES OF ABSENCE

Section 1. General

Unpaid leaves of absence (*i.e.*, personal/emergency leave, family leave, medical leave, and military leave) shall be governed by applicable CSS policies. The position of an LPN who is on an unpaid leave of absence will be guaranteed during the term of such leave, in accordance with applicable CSS policies.

Section 2. Extensions of Leave

CSS may, as operational and business considerations allow, grant the request of an LPN for an extension of an unpaid leave of absence pursuant to Section 1 of this Article beyond the time allowed by applicable policy. An LPN who wishes such an extension of a leave of absence must submit the request in writing in accordance with applicable policy. CSS will not be arbitrary and capricious in denying a request for an extension of leave.

Section 3. LPNs with Disabilities

The parties recognize that CSS may take such actions as are necessary to comply with the Americans with Disabilities Act. Should any change in law, regulation, or interpretation relating to the Americans with Disabilities Act conflict with the terms of this Agreement, the parties will meet and agree upon any appropriate modifications to the Agreement.

Section 4. Scheduled Unpaid Days Off

(a) LPNs may, at their option, elect to take unpaid leave on the day after Thanksgiving, during the Spring Break recognized by the District of Columbia Public School system and during the Winter Break recognized by the District of Columbia Public School system. Such unpaid days may be taken with management approval, which will not be unreasonably withheld.

(b) Subject to the provisions of Article XIX, LPNs who are on unpaid leave pursuant to this Section will be eligible for the holidays which occur during Winter Break as recognized by the District of Columbia Public School System.

(c) LPNs will not accrue paid annual leave or paid sick leave while on unpaid leave pursuant to this Section.

HEALTH, WELL-BEING AND BENEFITS

**ARTICLE XXIII
HEALTH AND SAFETY**

Section 1. General

(a) CSS is responsible for maintaining a healthful and safe work environment within the work areas it controls to the extent reasonably possible while providing health care services. To this end, CSS will comply with all applicable health and safety regulations, including Federal and District of Columbia laws, D.C. Department of Health (“DOH”) regulations, OSHA requirements, and the Hazard Communication Standard (Right-to-Know).

(b) CSS will comply with applicable federal and local health and safety laws and requirements. CSS’s compliance with said laws is not subject to the grievance and arbitration procedures of this Agreement; provided, however, CSS and the Association may waive this exclusion from the grievance and arbitration procedures and agree to process through arbitration a grievance alleging a violation of this section.

(c) All protective equipment required by Standard Precautions or other CSS safety protocols will be provided by CSS free of charge to LPNs. CSS shall provide LPNs with adequate training on the proper methods and procedures in the use of such protective equipment. Attendance at such training shall be mandatory.

(d) No LPN shall be required to use hazardous equipment, devices, or materials for which the LPN is not adequately trained.

(e) As required by applicable laws and regulations, CSS shall notify LPNs when unsafe or unhealthful working conditions or a situation of imminent danger is determined to exist. Corrective measures will be initiated promptly in accordance with all Federal or District of Columbia regulatory requirements.

(f) CSS shall provide training and education on health and safety for all LPNs. Health and safety policies and procedures, especially those policies and procedures for the reporting of hazards and injuries, shall be readily accessible at CSS’s administrative offices and all LPNs shall be informed promptly of any updates, revisions or modifications.

(g) CSS will maintain procedures to be observed by all LPNs for the reporting of a hazard or potential hazard and any injuries which may be sustained as a result of such hazard. CSS shall have the right to update or revise its procedures consistent with operational, safety and business needs. Such procedures shall be readily accessible at CSS’s administrative offices and all LPNs shall be informed promptly of any updates.

Section 2. Physical Examinations

(a) The District of Columbia requires CSS LPNs to receive clearance through an annual health screening. CSS requires that all LPNs demonstrate their immunity to specific infectious diseases, and to show evidence that they are not infected with the tuberculin bacillus.

CSS shall provide to LPNs the same pre-employment and annual health screening provided to other employees pursuant to applicable CSS policy. These health screenings will be provided through Occupational Health Services at Children's Hospital at no expense to the LPN. If the annual screening is not completed on time, the LPN will be prohibited from working until the screening is completed.

(b) Pre-employment health screening must be completed within fifteen (15) days of employment, as required by the DOH. Thereafter, the DOH requires "annual" screening. Hence, LPNs must complete all aspects of the health screening each year. If an LPN fails to comply with these requirements within the time specified, the LPN will be subject to disciplinary action, up to and including termination.

(c) With the exception of the pre-employment screening, LPNs may choose, at their own expense, to have their own physician perform the annual health screening and provide evidence thereof to Children's Hospital's Occupational Health Services.

(d) Tuberculin skin tests (P.P.D.s) may be read by designated, trained LPNs or physicians, in accordance with CSS policies.

Section 3. Job-Related Illnesses and Injuries

(a) Initial treatment for an LPN who is injured on the job or who has a work-related illness shall be provided by an appropriate health care facility, at no cost to the LPN.

(b) CSS will make every reasonable effort to reduce work-related injuries by providing appropriate staffing, equipment, and training. Continuing efforts will be made to address issues relating to reducing the use of needles and latex in the work environment.

(c) All job-related illnesses and injuries must be reported to the LPN's supervisor as soon as possible following the injury. LPNs will complete the documentation required by applicable CSS policies concerning work-related illnesses or injuries. CSS's designated Human Resources representative will assist LPNs in applying for applicable benefits, as requested. CSS will place an LPN who suffers an on-the-job injury on paid administrative leave during the initial three-day waiting period before the LPN is eligible to receive Workers' Compensation benefits for lost wages.

Section 4. Modified Work Assignment

CSS is committed to encouraging LPNs to seek retraining, rehabilitation and other necessary treatment that may facilitate their return to full employment. Should an LPN become unable to perform the duties of her/his position, CSS shall have the right, regardless of any other provision of this Agreement, to assign the LPN to a modified or light duty position. Such modified work assignments shall be designed to be short-term and, to the extent available, should match the LPN's abilities, experience and skills.

Subject to the foregoing provisions of this Section 4 and subject to the LPN's ability to safely perform the duties of the position, CSS and DCNA will jointly support modified work assignments which enable LPNs to return to work. An LPN on a modified work assignment

shall not engage in outside work or employment which would require performance of the job functions or duties which have been modified by CSS for the LPN as part of the modified work assignment.

Section 5. Security and Prevention of Workplace Violence

(a) Matters related to security and the prevention of workplace violence may be submitted by LPNs or the Association to CSS's designated Human Resources representative or the Labor-Management Committee. In addition, the Association may submit any concerns it may have about workplace violence to CSS's designated Human Resources representative who, upon the Association's request, will meet with the Association to discuss the concerns.

(b) The parties jointly commit to increasing the awareness of all employees regarding methods for preventing, reducing and avoiding incidents of workplace violence. To this end, and as appropriate, CSS will undertake employee training in violence prevention and non-violent intervention techniques. There shall be a mechanism for the provision of feedback of this training.

Section 6. Personnel Identification

For the information and protection of students and CSS employees, all LPNs will prominently display the identification badge provided them by CSS in accordance with CSS policy. Badges shall clearly designate licensed practical nurses as "Licensed Practical Nurse" or "LPN." In the event an identification badge is stolen, lost or misplaced, the badge shall be replaced at a cost to the LPN of no more than ten dollars (\$10.00).

Section 7. Standard Precautions

(a) Health care workers cannot reliably identify all students who need care as a result of and are infected with HIV or other blood-borne pathogens. Therefore, all health care workers handling blood and body fluids shall utilize appropriate precautions as defined in CSS policy and Standard Precautions in the delivery of care to students. As a part of the orientation program, all LPNs will receive training in Standard Precautions and infection control procedures. Training updates that are required by OSHA and DOH must be attended annually to ensure up-to-date awareness of safety precautions and procedures.

(b) CSS will comply with all applicable regulations of the District of Columbia and the Federal Government as they relate to safety and infection control.

(c) CSS and the Association agree to meet and discuss the rapidly changing technical knowledge and research in the area of infectious and contagious diseases and their applicability to the LPN's work environment. Such topics shall be an appropriate agenda item for the Professional Practice Committee as well as the Labor-Management Committee.

Section 8. Latex Sensitivity

(a) Latex sensitivity constitutes a risk for both students and staff. The parties agree that lowering the exposure risk is of benefit to students and to CSS and its staff. Where

appropriate and an equivalent product is available at a reasonable cost, non-latex products will be available for use.

(b) LPNs who have been identified as latex-sensitive by any physician shall be accommodated and provided modified work assignments as needed, where reasonably available.

Section 9. Latex and Sharps in the Workplace

CSS remains committed to worker safety as a top priority. The parties agree that it is extremely desirable for CSS to continue to move toward the reduction of latex in the work environment and the expansion of the needleless system currently in use.

Section 10. Tuberculosis Exposure

CSS shall adhere to the Centers for Disease Control guidelines for preventing the transmission of tuberculosis (TB) in connection with the provision of health care to students, including training of staff, screening and post-exposure follow-up.

Section 11. High Risk Areas

(a) The parties agree that health care in general and pediatric health care in particular are high risk occupations wherein employees may be exposed to known or unknown risks. Such risks are minimized when health care workers strictly adhere to safety and infection control policies, but may not be completely eliminated in all cases.

(b) LPNs who are immuno-suppressed, pregnant, breastfeeding or have clinical conditions that may confer an increased risk of an infection or other illness should present to CSS appropriate medical documentation of such risk and any work restrictions recommended by their doctors. CSS will take appropriate actions, consistent with CSS policies and this Agreement.

(c) At the LPN's request, the LPN's supervisor or CSS's designated Human Resources representative will inform the LPN as to any options available, such as a short-term modified work assignment, an unpaid leave of absence, long-term disability, or a reasonable work accommodation.

(d) CSS will continue its policy of regularly updating its infection control and OSHA compliance procedures.

Section 12. Immunizations and Vaccinations.

CSS has the right to require LPNs to undergo immunizations and vaccinations, including but not limited to influenza vaccinations, which in CSS's judgment are necessary for the provision of safe care to students or which are required by applicable law or regulation. LPNs may decline the influenza vaccination based on medical and religious reasons (under which they can include a moral and philosophical reason), provided that the LPN completes and signs a declination form and provides an explanation of the reason for declination. LPNs can be disciplined and potentially terminated for misrepresentations or dishonesty in connection with

the completion or the falsification of CSS documents. LPNs who decline shall be required to comply with applicable CSS requirements and procedures.

ARTICLE XXIV CHEMICAL SUBSTANCE-RELATED IMPAIRMENT

Section 1. General

The parties recognize that health-care workers adversely affected by chemical substances represent a threat to the health and safety of not only themselves, but also other staff members and the provision of care to students. Accordingly, measures taken to deal with the problem posed by health care workers adversely affected by chemical substances should provide protection for health care workers as well as promote the safe delivery of health care. An objective of such measures is to present the LPN with an opportunity for rehabilitation.

Section 2. Determination and Response

(a) Where CSS has a reasonable suspicion and objective evidence that an LPN is adversely affected by a chemical substance, CSS shall have the right to determine the cause, including the right to test for the presence of chemical substances.

(b) Where an LPN is found to be affected by the use of chemical substances, CSS shall have the right to impose discipline, up to and including termination, and/or take other appropriate measures, including monitoring, retesting or referral for counseling and/or treatment.

(c) If an LPN refuses to submit to chemical substance testing at the time CSS requests (which request will be made within twenty-four (24) hours of CSS having a reasonable suspicion and objective evidence), or refuses a subsequent referral to an Employee Assistance Program (EAP) provided by CSS, the LPN shall be subject to immediate termination.

Section 3. Decision to Test

(a) CSS will maintain guidelines to assist managers in making the initial determination that an LPN's job performance may be adversely affected by chemical substances and that testing should be conducted. CSS shall provide a copy of any modifications to the guidelines to the Association thirty (30) days prior to implementation and, upon the Association's request, the parties will meet and confer about the guidelines. As it deems appropriate, CSS shall train managers in the application of the guidelines. When it does so, CSS shall hold a separate training session for shop stewards.

(b) A manager shall obtain the agreement of CSS's designated Human Resources representative prior to requiring testing. The safety of students, other employees, and the LPN suspected of being adversely affected by chemical substances will be a guidepost in CSS's course of action.

Section 4. Pay While Seeking Treatment

Any LPN who is offered and who takes leave to obtain treatment for abuse of chemical substances shall not be paid during the leave period; provided, however, that the LPN may choose to use accrued sick leave or accrued annual leave for such period of leave.

Section 5. Return to Work

Any LPN who is offered and takes leave for treatment for chemical substances shall provide certification of fitness for duty from the LPN's physician prior to returning to work. After CSS reviews the LPN's physician's certification, CSS may require the LPN to undergo a fitness for duty examination by a care provider CSS selects prior to being allowed to return to work. Any costs associated with a fitness for duty examination with CSS's chosen care provider that are beyond those covered by the LPN's medical insurance shall be borne by CSS.

**ARTICLE XXV
BENEFITS**

Section 1. Life Insurance

CSS, at its sole expense, shall provide life insurance in an amount equal to two (2) times an LPN's annual base salary, but not less than \$15,000, to each regular full-time or part-time eligible LPN under a group term life insurance policy, and subject to the terms and conditions of said insurance policy. CSS shall provide said life insurance to full-time and part-time eligible LPNs after thirty (30) days of employment.

Section 2. Long-Term Disability Insurance

CSS, at its expense, shall provide to regular full-time or part-time eligible LPNs the same long-term disability insurance coverage provided to other regular non-management employees of CSS. CSS shall notify the Association forty-five (45) days in advance of making changes to the long term disability insurance it provides to LPNs and, upon the Association's request, meet and discuss the changes with the Association.

Section 3. Short Term Disability Insurance

CSS shall provide the same short-term disability insurance to regular full-time LPNs or part-time eligible LPNs as is provided to other regular non-management employees of CSS. CSS shall notify the Association forty-five (45) days in advance of making changes to the short term disability insurance it provides to LPNs and, upon the Association's request, meet and discuss the changes with the Association.

Section 4. Health Insurance

(a) CSS, in its sole discretion, will select and provide to regular full-time and part-time eligible LPNs hospitalization and medical insurance. At present, under the Bear Advantage PPO plan, CSS shall pay eighty percent (80%) of the premium for individual health insurance coverage for full- time and part-time eligible LPNs, provided the LPN pays twenty

percent (20%) of the premium. CSS reserves the right to modify, change or eliminate the health insurance plans, including carriers, plan providers, premiums, plan co-pays and/or deductibles to the extent such changes are made for other CSS employees. CSS agrees to notify the Association at least forty-five (45) days in advance of implementing any such changes and, upon the Association's request, meet with the Association and discuss any such changes. CSS also shall have the right, in accordance with applicable law and regulations, to offer LPNs the option of a Health Maintenance Organization in lieu of the foregoing plan. CSS's obligation to pay premium amounts toward the health insurance coverage selected by an LPN shall in all cases be limited to the dollar amount it pays toward the premium of its sponsored hospitalization and medical insurance plan.

(b) CSS shall notify the Association forty-five (45) days in advance of making changes to the Health Insurance it provides to LPNs and, upon the Association's request, meet and discuss the changes with the Association.

Section 5. Retirement (401(k)) Plan

(a) On the first day of the month following an LPN's date of hire, a full-time or part-time eligible LPN will be eligible to make contributions to CSS's Retirement (401(k)) Plan, subject to the terms and conditions of said Plan.

(b) All eligible full-time or part-time LPNs participating in said Plan will participate in the Plan under the same terms and conditions as all other CSS employees who participate in the Retirement (401(k)) Plan. CSS shall notify the Association forty-five (45) days in advance of making changes to the Retirement (401(k)) Plan it offers to LPNs and, upon the Association's request, meet and discuss the changes with the Association.

(c) Plan participants may contribute amounts above the basic contribution subject to applicable plan and/or IRS code limitations. Such savings contributions will be fully vested when contributed to the Retirement (401(k)) Plan.

(d) CSS shall have the right to select and modify the terms of the Retirement (401(k)) Plan in order to remain fully in compliance with all ERISA, IRS and any and all other federal, state and local laws and regulations applying to administration of the plan. CSS shall have the right to select and change the carriers (insurance companies and mutual fund providers) with whom Plan assets are invested.

Section 6. Employee Assistance Program

(a) CSS shall select and provide an Employee Assistance Program ("EAP") as a resource to help an LPN attempt to address any personal problem that impacts adversely upon the LPN's life, work performance or conduct, including chemical substance abuse. CSS shall provide educational and promotional programs concerning the availability of the EAP.

(b) The EAP shall be conducted by qualified professionals who, consistent with their professional practice standards, will be obligated to maintain confidentiality.

(c) An LPN's participation in the EAP shall be on a voluntary or referred basis. LPNs are encouraged to seek assistance voluntarily before their problems begin to affect job performance or conduct, to accept counseling when recommended and to cooperate with medical treatment and/or rehabilitation programs that may be initiated. LPNs recognize that CSS may require participation in the EAP in accordance with the terms of Article XXIV, Chemical Substance-Related Impairment, and that failure to comply with CSS's requirements concerning participation in the EAP may result in disciplinary action, up to and including termination of employment.

(d) CSS will pay for up to a total of four (4) counseling sessions per year, per LPN, for problem-solving, assessment and possible referral to treatment programs. The LPN will be responsible for the cost of any treatment program.

(e) Managers who wish to refer an LPN to the EAP shall do so through the Human Resources Manager, who will be the primary contact and coordinator for the LPN, the EAP counselor and the manager.

Section 7. Parking

(a) CSS will reimburse regular full-time and part-time eligible LPNs for parking fees when an LPN incurs such fees as a result of conducting business for CSS away from the LPN's assigned school. This reimbursement will apply when an LPN is asked by CSS to travel to a location other than the school to which the LPN is assigned (either regularly or as a substitute) to perform services for CSS.

(b) CSS will reimburse regular full-time and part-time eligible LPNs for mileage at the applicable IRS rate when an LPN is required by CSS to travel in the LPN's personal vehicle between schools or between a school and CSS's administrative offices in accordance with any applicable CSS policies and/or practices that apply to CSS's non-bargaining unit employees generally, as they may from time to time be created, eliminated, or revised.

(c) Where a school does not provide free parking or have free parking near the school, CSS will work with the school in an attempt to arrange for free parking at or near the school for the LPN assigned to work at that school.

ARTICLE XXVI WAGES

Section 1. Wage Increases

(a) Effective the first full pay period on or after January 1, 2024, each LPN covered by this Agreement will receive a six and one-half percent (6.5%) increase to the LPN's base rate of pay.

(b) Effective the first full pay period on or after January 1, 2025, each LPN covered by this Agreement will receive a four percent (4.0%) increase to the LPN's base rate of pay.

(c) Effective the first full pay period on or after January 1, 2026, each LPN covered by this Agreement will receive a three and one-half percent (3.50%) increase to the LPN's base rate of pay.

(d) In addition to the wage increases set forth in Section 1(a)-(c), CSS has the right to implement equity and/or market wage increases with advance notice to DCNA of the specific increases it will implement.

Section 2. Contract Bonus

Full-time, non-probationary LPNs employed as of the effective date of this Agreement will receive a one-time payment of Two Thousand Dollar (\$2000.00), minus applicable withholdings and deductions, which will be paid on or before the first full pay period after the effective date of this Agreement.

**ARTICLE XXVII
MANAGEMENT RIGHTS**

Section 1. Functions

All management rights, authority, functions and responsibilities which are not expressly restricted or limited by a specific provision of this Agreement are retained by CSS and shall remain vested exclusively in its sole discretion to manage CSS to attain and/or maintain optimum operating efficiency and optimum patient care without regard to any past practice or condition.

The parties recognize that, unless limited by a specific provision of this Agreement, such rights, authority, functions and responsibilities include but are not limited to: the full control, planning, management and operation of its business and its facilities; the determination and scope of its activities and/or treatments, procedures, products or services to be offered, developed, eliminated, modified or used and all methods pertaining thereto, including the location, size and number of schools for which it provides services and its facilities; the determination of materials, parts, products, machinery and equipment to be acquired, utilized, or discontinued and the layout and scheduling thereof; the determination of hiring and qualifications for LPNs; the training of new LPNs; the right to require LPNs to submit to a medical examination by CSS or to test for alcohol or substance abuse; the establishment of quality standards and performance standards, procedures and evaluations; the right to determine, increase or decrease staffing for any school; the determination of LPN schedules and the right to require overtime work of LPNs as specified elsewhere in this Agreement; the right to utilize LPNs wherever and however necessary in the interest of student care; the right to organize, reorganize, combine or discontinue organizational units, or to transfer, contract or subcontract all or any portion of the work now or hereafter done by LPNs; the right to introduce new or improved procedures, methods, treatments, services, machinery or equipment, to make technological changes or to discontinue procedures, methods, treatments, services, machinery or equipment regardless of whether such introduction, use or discontinuance may cause a reduction in the working force; the right to lay off LPNs; the right to discipline, suspend, demote or discharge LPNs for cause; the right to promote or transfer LPNs; the determination of which of its organizational units, facilities or services or any part thereof shall be opened, operated,

relocated, shut down, sold, transferred or abandoned; the right to terminate, merge, consolidate, sell or otherwise transfer its business or any part thereof; the right to enter joint ventures; the determination of the number of LPNs and the assignment of duties thereto; the right to select lead and supervisory personnel and the assignment of their work, including the right to assign temporarily to supervisors work normally performed by members of the unit covered by this Agreement; the staffing of equipment and the right to change, increase or reduce the same; the right to establish, combine, add, change or abolish jobs, duties, classifications and descriptions and to establish and assign pay grades to any new, changed or combined jobs; the right to assign, consistent with the licensing requirements of the D.C. Health Occupations Revision Act applicable to nurses, duties normally performed by members of the unit covered by this Agreement to employees in classifications not covered by this Agreement; and the right to maintain order and efficiency and to issue, modify and enforce rules and regulations governing LPN conduct and CSS operations.

Section 2. Technological Change

Unless limited by a specific provision of this Agreement, CSS reserves the right to discontinue operations in whole or in part, to subcontract, to transfer, sell or otherwise dispose of its business in whole or in part, to determine the number and type of LPNs required and to take such other measures as management may determine to be helpful to the orderly or economic operation of CSS. CSS shall provide at least thirty (30) days' notice of any such changes to the Association and, upon request from the Association, shall meet with the Association and discuss such changes. The Association recognizes that CSS may introduce revisions in the method or methods of operation due to technological change or otherwise. The Association agrees that nothing contained in this Agreement shall prevent the implementation of any program or work force reductions to be hereinafter undertaken by CSS in connection with the exercise of the rights specified in this Article.

Section 3. Workplace Restructuring

Unless limited by a specific provision of this Agreement, CSS reserves the right to devise and implement changes, including but not limited to changes in job duties, job classifications, job standards, performance requirements and any and all related matters, as a result of or identified by any restructuring, reengineering or similar process.

Section 4. Closing Due To Loss of Contract or Grant

The parties understand that, if the contract or grant between the District of Columbia government ("D.C.") and CSS for the provision by CSS of nursing services to District of Columbia Schools ends, CSS will no longer employ nurses. In this event, CSS will provide notice to the Association and, upon request, will negotiate with the Association over the effects of the contract or grant loss on employees which are not already covered by this Agreement.

Section 5. Limitations on Grievances

The exercise by CSS of the rights reserved by this Article shall not be subject to the grievance and arbitration provisions of this Agreement except when limitation or restriction of such action or conduct by CSS is addressed by a specific provision of the Agreement.

ARTICLE XXVIII CSS POLICIES

Section 1.

To the extent a subject or matter is not specifically covered by this Agreement, the applicable CSS policies, including human resources and nurse practice policies, shall govern. CSS shall have the right and authority to modify, eliminate or create new policies, including human resources and nurse practice policies, to the extent their specific subject matter is not covered by this Agreement.

Section 2.

CSS shall provide a copy of any modified or new human resources and nurse practice policies to the Association at least thirty (30) days prior to implementation, and, at the request of the Association, shall meet with the Association to discuss the policies.

ARTICLE XXIX GRIEVANCE PROCEDURE

Section 1. Definition

(a) A grievance is any dispute between an LPN, a group of LPNs or the Association and CSS involving a claimed violation or misapplication of a specific provision of this Agreement which is not specifically exempted from the provisions of this Article. A grievance shall be reduced to writing and shall specify the grieved action, identify the specific provision(s) of the Agreement allegedly violated and the requested remedy and contain a description of how the Agreement was allegedly violated.

(b) The parties recognize that day-to-day problems affecting LPNs may normally be resolved informally between the LPN and the LPN's immediate supervisor. The parties agree that such informal resolutions are desirable. A shop steward may be included in the informal process, at the request of the LPN. However, no matter shall be resolved in a manner which is inconsistent with the terms and conditions set forth in this Agreement.

(c) LPN grievants may be represented in the grievance process only by a DCNA representative (and not an outside representative).

Section 2. Procedure

(a) All discipline and discharge grievances shall be filed at Step I and shall progress through the remaining steps in accordance with the terms and conditions herein.

(b) All contract interpretation grievances shall be filed at Step II and progress in accordance with the terms and conditions herein. Such grievances shall be filed in writing with CSS's designated Human Resources representative within ten (10) working days of the event giving rise to the grievance or when the Association became aware (or should have become

aware) of the facts giving rise to the grievance; provided, however, that all contract interpretation grievances shall be filed within ninety (90) days of the event giving rise to the grievance regardless of the Association's knowledge thereof.

(c) Step I: If the grievance is not resolved informally, it shall be presented in writing, signed by the grievant and the Association, to CSS's Director of Nursing or designee with a copy to CSS's designated Human Resources representative within ten (10) working days of the event giving rise to the grievance. An Association staff representative may participate at Step I at the grievant's request. CSS will respond in writing to the grievance within seven (7) working days of its submission. CSS's failure to respond within seven (7) working days shall be considered a denial of the grievance and will add three (3) additional working days to the time within which the grievance will be advanced to Step II.

(d) Step II: Where a grievance commences at Step I, the Step I written answer shall settle the grievance unless an appeal in writing is received by CSS's designated Human Resources representative within ten (10) working days of delivery of CSS's Step I response or failure to respond at Step I. An Association staff representative may participate at Step II at the grievant's request. When a grievance is filed or in process at Step II, CSS's designated Human Resources representative shall provide a written response to the grievance within ten (10) working days of its submission. CSS's failure to respond within ten (10) working days shall be considered a denial of the grievance.

(e) Step III: If the parties are unable to reach a satisfactory settlement pursuant to the preceding Steps, either party may refer the matter to arbitration.

(f) The parties may meet at any Step of the grievance process. Such meeting will not, however, operate to modify the time requirements set forth herein unless the parties so agree and confirm in writing.

Section 3. Limits

Any grievance not processed in accordance with any time limits or steps in the grievance procedure or any of the foregoing requirements shall be considered waived without regard to any excuse therefor and no arbitration shall be had thereon. "Working days" as used in this Article shall not include Saturdays, Sundays or the days recognized as holidays in this Agreement. The time limits stated in the grievance procedure herein may be extended only by a written agreement between CSS and the Association.

Section 4. Limitations on Back Pay

In the event any extension of time is agreed to pursuant to this Article, the maximum back pay that may be awarded in connection with the grievance for which the extension of time is granted shall be limited to one hundred and twenty (120) days. In that event, no arbitrator shall have authority to make a back pay award in excess of the one hundred and twenty (120) days.

Section 5. CSS Grievances

CSS may utilize the provisions of this grievance procedure for any alleged violations of this Agreement by filing a written grievance with the Association within twenty (20) working days of the alleged violation or CSS's knowledge thereof. The Association shall respond in writing within ten (10) working days. The Association's failure to respond within ten (10) working days shall be considered a denial of the grievance. If the parties are unable to reach a satisfactory settlement of the grievance, either party may refer the matter to arbitration.

**ARTICLE XXX
ARBITRATION**

Section 1. Appeal to Arbitration

Grievances not resolved through the grievance procedure as specified in Article XXIX herein may proceed to arbitration within twenty (20) working days of the completion of Step II of the grievance procedure, which time may be extended by a written agreement between the parties. The Association shall notify CSS's designated Human Resources representative in writing and CSS shall notify the Association in writing of the referral of a grievance to arbitration.

Section 2. Designation of Arbitrator

The parties agree on a panel of three (3) arbitrators to hear and decide all grievances arising pursuant to this Agreement, as follows: Richard I. Bloch; Joshua M. Javits and Roger P. Kaplan. The arbitrators shall be assigned in the order listed, starting from the first and proceeding to the last listed. Arbitrators may be added, or an arbitrator deleted, by the mutual written agreement of the parties.

Section 3. Hearing Procedure

The arbitrator shall conduct a fair hearing, carried on with all convenient speed, and at which he/she shall receive evidence, both oral and documentary. Unless otherwise mutually agreed, all hearings conducted hereunder shall be recorded verbatim by a qualified stenographic reporter. Each party shall have the right of examination and cross-examination of witnesses, to make a record, and file a post-hearing brief. (The arbitrator shall set the briefing schedule within a reasonable time after the receipt of the transcript of the hearing). The expense of arbitration, including the fee and expenses of the arbitrator (including a transcript ordered by the arbitrator) shall be borne by the losing party. All other expenses shall be paid by the party incurring them.

Section 4. Arbitrator's Jurisdiction

The arbitrator shall have authority only to interpret and apply the provisions of this Agreement to the extent necessary to decide the submitted grievance, without amending, modifying, adding to, subtracting from, or changing this Agreement. If the alleged grievance does not involve an application of the express language of this Agreement, the arbitrator shall so rule in the award and the matter shall not be further entertained by the arbitrator. The provisions

of the two preceding sentences and/or the failure of the LPN or Association to meet time limitations as provided in the grievance and/or arbitration procedure are not waived by CSS's discussion of the grievance or alleged grievance in prior steps or provisions. Except by written agreement between CSS and the Association, no more than one (1) grievance shall be submitted to the same arbitrator at one (1) hearing. The arbitrator's award rendered in accordance with this Agreement shall be final and binding on CSS, the Association and all LPNs concerned.

Section 5. Student or Family Member's Non-Appearance

If the discharge of an LPN results from conduct relating to a student or a family member of a student and the student or family member does not appear at the arbitration hearing, the arbitrator shall not consider the failure of the student or family member to appear as prejudicial or to give rise to a negative inference.

**ARTICLE XXXI
EXISTING PRACTICES AND FULLY-BARGAINED CLAUSE**

Section 1. No Prior Agreements or Obligations

The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. All of the understandings, agreements and undertakings arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. For the life of this Agreement and any extensions of it, all past practices and/or prior agreements or undertakings, whether written or oral, express or implied, are hereby canceled and shall have no further force or effect. In addition, for the life of this Agreement and any extensions of it, any matters not specifically and expressly covered by this Agreement shall remain within the sole right and discretion of CSS.

Section 2. No Continuing Bargaining Duty

The Association voluntarily and unqualifiedly waives any further bargaining and agrees that CSS will not be obligated to bargain collectively under the National Labor Relations Act with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**ARTICLE XXXII
NO STRIKES, WORK STOPPAGES, SLOW-DOWNS,
REFUSALS TO CROSS PICKET LINES OR LOCK-OUTS**

Section 1. Prohibited Conduct

The Association, its officers, agents, representatives and members shall not in any way, directly or indirectly, authorize, participate in, engage in, instigate, encourage, condone, or ratify any strike, sympathy strike, honoring of a picket line, work stoppage, slow-down, boycott, sit-

down, stay-in, refusal to work or to work overtime, picketing (of whatever form or type, including but not limited to informational picketing, recognitional picketing or sympathy picketing), handbilling, patrolling, leafletting, or any form or type of self-help without exception, nor any other interference with nor interruption of work at any of the CSS's operations for any reason whatsoever for the duration of this Agreement and any extensions or renewals of it. Provided, however, this Section shall not prohibit the Association from distributing written materials to communicate with LPNs.

In consideration of the Association's acceptance of this Article, and in the absence of any breach of it by the Association or any of its members, CSS will not lock out the Association or its members who are LPNs for any labor dispute. However, a complete or partial reduction or discontinuance of operations by CSS for economic or other business reasons, or a layoff of the work force in whole or in part, shall not constitute a lock out.

These prohibitions apply to each Article and Section of this Agreement, regardless of whether said Article or Section is subject to the grievance and arbitration procedure of this Agreement.

Section 2. Association's Duties In Case of LPN(s) Prohibited Conduct

(a) In the event that any LPN(s) covered by this Agreement participates in any activity prohibited by this Article, the Association, within twenty-four (24) hours of being so notified, shall:

(1) notify all LPNs of its disapproval of such action and instruct such LPNs to cease such actions and return to work immediately;

(2) post notices on Association bulletin board(s) advising that it disapproves of such action and instructing LPNs to cease such action and return to work;

(3) advise CSS in writing that such action by LPNs has not been called or sanctioned in any way by the Association; and

(4) begin making every reasonable effort possible to induce such LPN(s) to cease the prohibited conduct, and continue making such efforts until the LPN(s) cease the prohibited conduct. Such efforts by the Association shall include but not be limited to advising LPNs that they may be discharged or disciplined for their conduct.

(b) Notice delivered by overnight delivery, facsimile, e-mail, or hand delivery will be valid for purposes of this Article.

Section 3. CSS's Rights and Remedies

(a) In the event of a claimed violation of this Article, CSS shall have the right, with written notice to the Association and without waiving any of its other rights or remedies available under this Agreement or in law or equity, to seek and obtain immediate judicial restraint of the prohibited action, and the Association shall have the right to remove the action. There shall be no discussion between CSS and either the Association or any participating LPNs

of the subject matter(s) allegedly causing the violation of this Article until after the violation has been terminated. Similarly, CSS may, at its discretion, at any time proceed with an action in a court of law to enforce Section 1 of this Article regardless of, and without waiving its right to proceed in any other forum, such as through the grievance arbitration procedure.

(b) CSS shall have the unqualified right to discharge or otherwise discipline any or all LPNs who participate in any activity prohibited by this Article, irrespective of the penalty given any other LPN for such conduct. Grievances and arbitrations concerning any LPN(s) disciplined or discharged for violation of this Article shall be limited solely to a determination of whether the LPN(s) engaged in conduct prohibited by this Article. The failure to confer a penalty for violation of this Article shall not be a waiver of the right to do so in any other instance, nor shall such failure establish a precedent of any kind.

Section 4. Limitation on Grievances

A breach of Section 1 of this Article shall not be subject to the grievance and arbitration procedures of this Agreement, other than as specifically provided in Section 3(a) and (b).

**ARTICLE XXXIII
DAMAGE OR LOSS OF PROPERTY**

Section 1. Protection from Liability

LPNs shall not be held liable for loss, damage, or destruction of school property when such loss, damage, or destruction is not the LPN's fault.

LPNs shall report any loss, damage, or destruction of school property to their Supervisor immediately upon becoming aware of such loss, damage, or destruction.

Section 2. Protection from Loss, Damage, or Destruction of Personal Property

CSS shall assist an LPN in processing under applicable District of Columbia regulations any application by an LPN for reimbursement for loss, damage, or destruction, while on duty in the school, of personal property of a kind normally worn to or brought into school when the LPN has not been negligent. An application shall not be processed if the loss is covered by insurance. The term "personal property" shall not include cash. The terms "loss," "damage," and "destruction" shall not include the effects of normal wear and tear and use.

**ARTICLE XXXIV
CHANGE OF OWNERSHIP / LOSS OF CONTRACT**

Section 1.

If ownership of CSS's operations is voluntarily changed by CSS through a sale or merger, this Agreement shall be included as a condition of such change. Such a successor shall honor and assume the rights and obligations of CSS under this Agreement in connection with any such transaction. If ownership of CSS is changed, CSS will provide the Association with

written notice of the ownership change at least sixty (60) days prior to the effective date of the change.

Section 2.

Upon the conclusion, non-renewal or termination for any reason of CSS’s contract or grant with the District of Columbia government, all CSS’s obligations under this Agreement other than the effects bargaining obligations specified in Article XXVII, Section 4, will terminate.

**ARTICLE XXXV
SEVERABILITY**

If any provision of this Agreement or any application of this Agreement shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**ARTICLE XXXVI
DURATION OF AGREEMENT**

This Agreement shall be in full force and effect from the 1st day of January 2024 to and including the 31st day of December, 2026, and thereafter it shall be considered automatically renewed for successive periods of twelve (12) months unless at least ninety (90) days prior to the end of any twelve (12) month effective period, either party shall serve written notice upon the other that it desires cancellation, revision or modification of any provision or provisions of this Agreement.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed below by their duly authorized representatives.

CHILDREN’S SCHOOL SERVICES

DISTRICT OF COLUMBIA NURSES ASSOCIATION

By: Andrea Boudreaux
Andrea Boudreaux, Executive
Director

By: Kenneth Page
Kenneth Page, Esq., Staff Attorney

Date: 1/29/2024

Date: 2/1/2024

NEGOTIATING TEAM:

NEGOTIATING TEAM:

Joseph R. Damato
Joseph R. Damato, Esq. Chief Negotiator
and Outside Counsel

Marilyn Fuller
Marilyn Fuller

Date: 1/30/2024

Date: 1/30/2024

Michael Berkheimer

Michael Berkheimer, Esq., Outside
Counsel

Date: 1/30/2024

Karen Meek

Karen Meek

Date: 2/2/2024

Courtney Jones

Courtney Jones

Date: 1/29/2024

Philomena Osagie

Philomena Osagie

Date: 2/15/2024

Yolanda Hutto

Yolanda Hutto

Date: 1/30/2024

Simone Anderson

Date: _____

SIDE LETTER REGARDING BARGAINING UNIT



815 Connecticut Avenue, N.W.
Suite 500
Washington, D.C. 20006-4004
202-463-2400
fax 202-828-5393
www.seyfarth.com

Writer's direct phone
(202) 828-5354
Writer's e-mail
jdamato@dc.seyfarth.com

Side Letter:

Date 8/5/03

Herman R. Brown, Jr.
DCNA Executive Director
5100 Wisconsin Ave., NW, Suite 306
Washington, D.C. 20016

Re: Children's School Services

Dear Mr. Brown:

This confirms the parties' agreement regarding school health nurses employed by Children's School Services (CSS) and represented by DCNA.

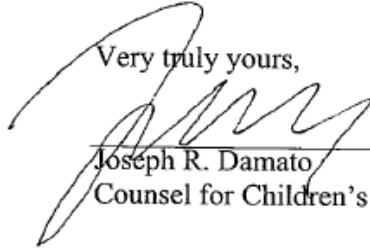
Specifically, the parties agree that the CSS employees constitute a bargaining unit separate from the Children's Hospital ("Children's) bargaining unit and that any dispute between DCNA (and/or employees of Children's which it represents) and CSS will not extended to Children's regardless of whether CSS and Children's are or could be considered to be a single employer, joint employer, alter egos or any other related entities for National Labor Relations Act purposes. This means that neither DCNA nor any of its agents, officers, members or any employees of CSS which it represents will directly or indirectly (a) seek to induce, authorize, participate in, engage in, instigate, encourage, condone or ratify any strike, sympathy strike, honoring of a picket line, work stoppage, slowdown, boycott, sit down, stay in or refusal to work overtime at Children's based on or as a result of a dispute with CSS; (b) engage in any picketing (of whatever form or type, including but not limited to informational picketing or sympathy picketing), handbilling, patrolling, leafleting or any other form or type of self help or publicity at or directed at Children's or its operations without exception; or (c) engage in any other interference with or interruption of work any of Children's operations for any reason whatsoever relating to a dispute with CSS.

Further, any disputes between DCNA and/or the employees it represents and CSS will be limited in their application to CSS, and Children's will not be included or mentioned by DCNA in connection with same. Similarly, other than DCNA officers employed at CSS (who may picket in their capacity as a DCNA officer in a dispute between DCNA and CSS), the foregoing limitations also apply to RNs employed by CSS in connection with any dispute between DCNA and Children's (and/or employees of Children's which DCNA represents).

ATLANTA BOSTON CHICAGO HOUSTON LOS ANGELES NEW YORK SACRAMENTO SAN FRANCISCO WASHINGTON, D.C. BRUSSELS

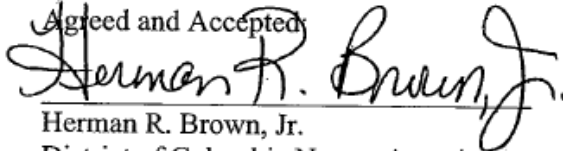
Should an actual or claimed violation of this provision exist, CSS's rights and remedies, and DCNA's obligations in the case of prohibited conduct by any employee it represents, shall be subject to and governed by the provisions of Article XXXII, Sections 2, 3 and 4 (No Strikes, Work Stoppages, etc.).

Very truly yours,



Joseph R. Damato
Counsel for Children's School Services

Agreed and Accepted



Herman R. Brown, Jr.
District of Columbia Nurses Association

SIDE LETTER REGARDING PANDEMICS

This confirms the parties' agreement regarding future pandemics and health suite safety during the negotiations for the collective bargaining agreement between Children's School Services ("CSS") and the District of Columbia Nurses Association for the period of January 1, 2024 through December 31, 2026 ("CBA").

1. In the event of any pandemic caused by a contagious virus occurring during the term of the CBA, CSS will provide advance notice to and upon request negotiate with DCNA over any changes or enhancements to employment terms and conditions that it intends to implement.

2. This Side Letter is enforceable through the grievance and arbitration provisions of the CBA.

AGREED:

CHILDREN'S SCHOOL SERVICES

By: Andrea Boudreaux Date: 1/29/2024
Andrea Boudreaux
Executive Director

DISTRICT OF COLUMBIA NURSES ASSOCIATION

By: Kenneth Page Date: 2/1/2024
Kenneth Page, Esquire
Staff Attorney

SIDE LETTER REGARDING TEN (10)-MONTH SCHEDULES

This confirms the parties' agreement during the negotiations for the collective bargaining agreement between Children's School Services ("CSS") and the District of Columbia Nurses Association for the period of January 1, 2024 through December 31, 2026 ("CBA") regarding licensed practical nurses ("LPNs") working ten (10)-month schedules.

1. The following LPNs were working ten (10)-month schedules as of the effective date of the CBA:

- Simretab Gebre
- Anastasia Ntonghanwah

2. Pursuant to Article X, Section 4(c) of the CBA, the LPNs listed in Paragraph 1 of this Side Letter will have the option of remaining on a ten (10)-month schedule through the 2026-2027 school year.

3. This Side Letter is enforceable through the grievance and arbitration procedures of the CBA.

AGREED:

CHILDREN'S SCHOOL SERVICES

By: Andrea Boudreaux
Andrea Boudreaux
Executive Director

Date: 1/29/2024

DISTRICT OF COLUMBIA NURSES ASSOCIATION

By: Kenneth Page
Kenneth Page, Esquire
Staff Attorney

Date: 2/1/2024