

MEMORANDUM

Municipal Accountability Review Board

To: Members of the Municipal Accountability Review Board

From: Julian Freund, OPM

Subject: West Haven Nurses Union Settlement Agreement

Date: December 3, 2018

Background

The current collective bargaining agreement between the West Haven Board of Education and the West Haven Federation of Nurses has a term of September 1, 2017 to August 31, 2021, but left wages for FY 2019/20 and FY 2020/21 subject to wage reopeners. A Settlement Agreement on the wage reopeners dated November 5, 2018 was approved by the union and the Board of Education.

This Agreement is not subject to review by the local legislative body (City Council) under the Municipal Employees Relations Act. Section 367 of Public Act 17-2 provides the MARB with the same opportunity as the municipal legislative body to approve or reject collective bargaining agreements or amendments in Tier III municipalities. OPM is currently reviewing what role the MARB may have with regard to MERA contracts negotiated by local boards of education.

Wage Provisions of Settlement Agreement

The Settlement Agreement provides for wage adjustments in FY 2019/20 and FY 2020/21 as follows:

- FY 2019/20: 0% general wage increase with no step advancements
- FY 2020/21: 1% general wage increase with no step advancement

The base salaries for the employees covered in this collective bargaining unit total approximately \$1,030,000 in the adopted FY 2018/19 budget.

The remainder of the Sept. 2017 – Aug. 2021 collective bargaining agreement is unchanged.

Recent History of Wage Increases

The Settlement Agreement follows four years of general wage increases ranging from 0% to 1.75% as follows:

- FY 2018/19: 0% general wage increase except for employees at top step (1%), plus step advancement

- FY 2017/18: 1% plus step advancement
- FY 2016/17: 1.75% plus step advancement
- FY 2015/16: 1.75% plus step advancement

Attachments

- November 5, 2018 Settlement Agreement

Cc:

Robert Dakers, OPM

Alison Fisher, OPM

Riju Das, OTT

Mayor Nancy Rossi, City of West Haven

Neal Cavallaro, Superintendent, West Have BOE

Matthew Cavallaro, Business Manager, West Haven BOE

Ron Cikatelli, Director of Finance, City of West Haven

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is made by and entered into this 5TH day of November, 2018 by and between the WEST HAVEN BOARD OF EDUCATION (the "Board") and the WEST HAVEN FEDERATION OF NURSES, AFT LOCAL 1547 (the "Federation") (the Board and Federation are referred to sometimes collectively as the "Parties").

RECITALS:


- A. The Parties entered into a collective bargaining agreement for the period September 1, 2017 – August 31, 2021 (CBA).
- B. The CBA has a wage reopener for 2019-20 and 2020-21.
- C. The Parties have agreed to settle the reopener on the terms set forth below.

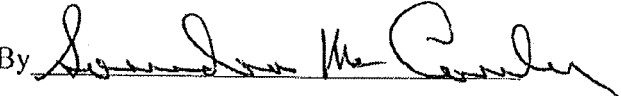
NOW, THEREFORE, the Parties agree as follows:

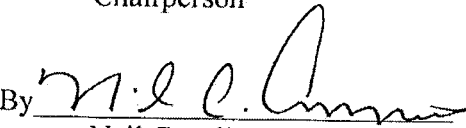
- 1. For 2019-20, there shall be a "hard freeze", i.e., no step movement and no general wage increase; nurses shall continue to be paid the salary they were paid for 2018-19.
- 2. For 2020-21, there shall be a one (1%) percent general wage increase; however, there shall be no step advancement.
- 3. All other terms and conditions of the CBA shall remain in effect and unchanged.
- 4. The foregoing settlement is subject to approval by the Board and the full rank and file of the Federation.

West Haven Board of Education

West Haven Federation of Nurses, AFT Local 1547

By 
Rosemary Russo
Chairperson

By 

By 
Neil Cavallaro
Superintendent of Schools

By 

WEST HAVEN FEDERATION OF NURSES
AFT LOCAL 1547
AND
WEST HAVEN BOARD OF EDUCATION

SEPTEMBER 1, 2017 – AUGUST 31, 2021

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ARTICLE I
FEDERATION RECOGNITION AND RIGHTS

SECTION 1. RECOGNITION

A. The Board recognizes the West Haven Federation of School Nurses, Local 1547, American Federation of Non-Certified School Nurses, AFL-CIO, as the exclusive bargaining representative of all those employed as a non-certified school nurse.

B. The Federation recognizes that its members are professionals trained to provide health care and health education. In addition, to provide classroom instruction to pupils under supervision of a certified classroom teacher, subject to the provisions of this agreement and State Statutes.

SECTION 2. RIGHTS

A. Whereas in a democratic society it is not the goals of a school system to indoctrinate students in any particular political, religious or social points of view and in order for the nurse to present a complete spectrum of viewpoints: No religious, political or social activities of any staff member (provided such activities do not take place during his working day) or lack of thereof will be grounds for any discipline or discrimination with respect to the professional status of such staff members.

B. No consideration of race, color, sex, marital status, nationality, religion, creed, political or social beliefs shall be used in decisions to hire or fire any staff member.

C. The Board of Education and Federation recognize it is the responsibility of nurses to utilize varied and meaningful materials in order to successfully implement the school health curriculum. Should any dispute arise regarding the use of materials related to the curriculum by any Professional Staff Member, such Professional Staff Member may request a conference be held with the Assistant Superintendent and such Professional Staff Member's immediate supervisor. Upon request, a representative of the Federation shall be allowed to participate in such meeting.

D. No Nurse shall be disciplined except for just cause.

E. Any school nurse following the Board of Education policy concerning the disclosure of information concerning students with HIV/AIDS infection, or any other medical conditions, shall be held harmless from any litigation brought forth from a parent, student or teacher or instructional leader providing the nurse is acting within the scope of her employment.

ARTICLE II
BOARD'S RIGHTS

SECTION 1.

It is recognized that the Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in West Haven in all its aspects, including but not limited to the following: to maintain public elementary and secondary schools and such other educational activities as in its judgment will best serve the interests of the City of West Haven; to determine the type of work to be performed; to assign all work to employees or other persons; to determine shift schedules and hours of work; to decide the methods, procedures and means of conducting the work; to select, hire, and retire employees, including the right to prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board of Education provided such rules and regulations are made known in a reasonable manner to the employees affected by them; to discharge or otherwise discipline any employee for just cause; to promote, transfer and lay off employees. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of this Agreement.

ARTICLE III
NO STRIKE CLAUSE

SECTION 1.

During the duration of the Agreement no member of the bargaining unit or representative of the Federation shall engage in, participate in, sponsor or promote any refusal to work, mass resignation, slowdown or strike.

SECTION 2.

Nothing in this Agreement shall limit or contravene the authority of the Board as provided in the General Statutes of Connecticut and the Charter of the City of West Haven. The Board shall not, however, exercise any of its authority to contravene a specific provision of this Agreement.

ARTICLE IV
DEFINITION OF TERMS

SECTION 1. LONG TERM SUBSTITUTE

A nurse employed for more than forty (40) consecutive school days in the same position to substitute for a nurse absent from class or duties.

SECTION 2. SENIORITY

Seniority is the length of service of a non-certified nurse within the school system. Length shall be measured from the date of hire.

SECTION 3. NON-CERTIFIED NURSE

The term non-certified nurse as used in the Agreement, except where otherwise indicated, is considered to apply to the regular professional registered nurse referred to in the recognition provision hereof and the term "his" also indicates the use of the pronoun "her."

SECTION 4. FEDERATION

The Federation is the sole certified collective bargaining representative of the non-certified registered nurses as defined above, and for the purpose of interpreting the Grievance Procedure in any elected or appointed official or representative of the West Haven Federation of School Nurses, including but not limited to, the staff and elected, retained or appointed representatives of the Connecticut State Federation of Teachers (CSFT, AFL-CIO), and the American Federation of Teachers (AFT, AFL-CIO) and/or any other party officially designated by the West Haven Federation of School Nurses as its representative.

SECTION 5. SCHOOL DAY

Any day that school is in session for the minimum number of hours required by the State Statute.

ARTICLE V GRIEVANCE PROCEDURE

SECTION 1. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level of employee-employer relationship, equitable solutions to problems which may arise affecting the welfare or working conditions of any nurses covered by this contract. Accordingly, the Federation and the Board agree that during the life of this Agreement, all disputes between the Federation and the Board, shall be settled in accordance with the provisions of this grievance procedure and that all such proceedings shall be kept as confidential as is appropriate.

SECTION 2. DEFINITIONS

- A. "Grievance" shall mean any claim by any Nurse, or group of nurses, or the Federation (each category of which shall be hereinafter referred to as "the Grievant") that:

1. There has been a violation, misinterpretation, or misapplication of any provisions of this Agreement, or any of the rules, regulations, administrative directives, policies and established practices of the Board of Education.

B. "Party in Interest" shall mean the person or persons making the claim, including their designated representatives, or any person who may be affected by the disposition of said grievance.

C. "Federation" - See Definition of Terms.

D. "Non-certified Nurse" - See Definition of Terms.

SECTION 3. TIME LIMITS

A. Since it is important that grievances be processed as rapidly as possible, all grievances shall be processed in accordance with the time limits specified in each step herein, and the number of days indicated at such step shall be considered as a maximum. Such time limits, however, may be extended by written agreement between the Federation and the Board and/or the Administration, provided that no such agreement or extensions shall be made after the expiration of such time limits.

B. If the involved nurse or the Federation does not file a grievance typewritten within thirty (30) calendar days after the grievant knew of the act or conditions on which the grievance is based, then the grievance shall be considered as waived.

C. Failure of the Grievant at any step to appeal a grievance to the next step within the specified time periods shall be deemed to be acceptance by the Grievant of the disposition of such grievance.

D. Failure of the Board or Administration to respond to any grievance within the specified time limits shall result in the grievance automatically being moved to the next step. The parties agree to process grievances in a prompt and expeditious manner.

SECTION 4. REPRESENTATIVE RIGHTS OF NURSES AND THE FEDERATION

A. No reprisals of any kind shall be taken by either party or by any member of the Administration against any participant in the grievance procedures by reason of such participation.

B. No grievant or other nurse shall meet with any Board or Administrative representative without Federation representation on any matter pertaining to a formal grievance.

C. Any Grievant or party in interest may be represented in the grievance procedure by a person approved of by the Federation provided that:

1. The Federation shall be notified in writing of the disposition of any such grievance at each step of the grievance procedure by the Administrative representative involved at each step.
2. The disposition of such grievance shall not constitute a precedent for either party.

D. The Federation may elect, with the written approval of the involved staff member, to process any grievance of any nurse, Grievant, or group of individuals or other party in interest within the certified bargaining unit, on its own behalf at any step of the grievance procedure. Said approval shall be dated and notarized and, upon request of the Board of Education, shall be exhibited to the Arbitration Board. Failure to so exhibit shall result in automatic dismissal of the grievance.

E. Any meeting held pursuant to the Grievance procedure shall be conducted in the Board Room at a time which will afford a fair and reasonable opportunity for the parties in interest to be present. Such parties to be present shall be designated by the Federation and the Board independently of each other.

SECTION 5. PROCESSING OF GRIEVANCES

Since grievances are charges or claims which originate with the filing of same by the Nurse in order to facilitate the processing of such grievances, a standard grievance form shall be prepared by the Federation with the approval of the Superintendent. Such forms may be obtained through Federation Representatives and members of the Grievance Committee.

SECTION 6. ADMINISTRATIVE RECORD KEEPING OF GRIEVANCES

All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

SECTION 7. DISPOSITION OF GRIEVANCES - SAVINGS

No disposition of any grievance at any step below arbitration shall be contrary to any provisions of this Agreement, applicable law, or of any rules, regulations administrative directives, policies, and/or established practices of the Board of Education or arbitration award.

SECTION 8. PROCEDURE

A. Step 1 (informal procedure)

1. Any Grievant or Nurse who feels that he has a grievance and/or the Federation, shall first discuss the problem with the school official serving as the immediate administrative superior of the Grievant or Nurse concerned.

B. Step 2 (formal procedure)

1. If the grievance is not resolved to the satisfaction of the Grievant and/or the Federation within five (5) workdays after such discussion, the Grievant and/or the Federation may submit the grievance in writing to his immediate administrative superior who will immediately notify the Federation President of the filing of the grievance and the details thereof.

2. The Head Nurse of the School or his designee shall be considered the immediate administrative superior if the source of the grievance originated below the level of Assistant Superintendent. Such immediate administrative superior shall submit his decision in writing and provide one copy to the Grievant and one copy to the Federation within seven (7) workdays after receipt of such grievance.

C. Step 3

1. If the grievance is not resolved to the satisfaction of the Grievant and/or the Federation within the time limit specified at the end of Step 2, the Grievant and/or the Federation may within ten (10) workdays submit such grievance in writing to the Superintendent or his designee. Any grievance arising from the action of an official above the rank of Principal may be submitted directly to the Superintendent or his designee and processed in accordance with Step 3. Upon receipt of the grievant, the Federation and the Superintendent or his designee shall meet within ten (10) workdays for the purpose of discussing the grievance. The Superintendent or his designee shall, within ten (10) workdays of this grievance meeting render his decision in writing to the Grievant and to the Federation. The same process of meeting and decision making will be followed with the Board of Education.

D. Step 4

1. If the grievance is not resolved to the satisfaction of the Grievant and/or the Federation within the time limit specified at the end of Step 3, the Grievant and/or the Federation may, within seven (7) workdays, submit such grievance to the Board. When such grievance is received by the Superintendent more than five (5) workdays prior to a regularly scheduled Board meeting, the Board shall submit its disposition of such grievance in writing to the Grievant and the Federation within five (5) workdays after such Board meeting. Written notice of the disposition of such grievance received five (5) workdays or less before a regularly scheduled Board meeting, shall be made no later than three (3) workdays after the second regularly scheduled Board meeting following receipt of such grievance. The Grievant and/or Federation may attend this Board meeting and shall have the right to state their case for the grievance.

E. Step 5 (Arbitration)

1. If the grievance is not resolved under the above grievance procedure, the Grievant with Federation approval and/or the Federation, may proceed within fifteen (15) workdays to arbitration, which shall be final and binding upon both parties, subject to the limitations of applicable statutes and the terms of this Agreement, which shall not be added to, deleted from, or modified in any way by the arbitrator.

2. Notice of submission to arbitration by the American Arbitration Association held pursuant to the Association's rules and regulations, (hereinafter called the AAA) shall be sent by the Federation to the Board of Education through the Superintendent, by registered or certified mail with return receipt requested.

3. The AAA shall hear and decide only one grievance in each case and shall make appropriate compensatory awards at its discretion. The AAA shall render its decision and/or award in writing to the Federation, the Grievant, and the Board within thirty (30) days from the date of the inception of the arbitration.

4. Any charges by the AAA shall be shared equally by the Federation and the Board of Education.

5. When AAA arbitration hearings are held during Board of Education working hours, a single Federation Representative shall be excused without loss of pay.

ARTICLE VI WORKING CONDITIONS

SECTION 1. SCHOOL YEAR

A. The nurses' work year shall be the same as the teachers. The first day of student attendance in both years will be a half-day for students. The length of that half day shall meet, but not exceed, the State's minimum requirement for a student attendance day. Non-student contact days, other than the first nurse workday and Parent Conference Day, shall be to participate in Professional Development activities.

B. The nursing staff will report the first day for general staff and department meetings at 9:00 a.m. and will be dismissed at the discretion of the Head Nurse but no later than 12:30 p.m. except that nurses beginning their first year will be dismissed at the discretion of the principal but no later than 4:00 p.m. with lunch from 12:30 p.m. - 2:00 p.m.

C. The Board shall have the right to add up to five (5) days following the close of the regular school calendar and up to five (5) days before the start of the regular school year for some or all of the professional staff provided each such staff member is notified in writing at least thirty (30) days prior to such change at the staff member's address which shall be on file in the central office. A copy of such notice shall be sent to the Federation. Compensation for such days shall be at a per diem rate.

D. All nurses new to the school system shall meet with the Head Nurse on a day in the week preceding the opening of school in September. The purpose of this meeting shall be to orient new staff members to the school and school system.

E. This in no way shall excuse new nurses from the general staff meeting that is held the day before the opening of school. However, this will give the Head Nurse an opportunity to acquaint new staff to the minute details and routine not generally discussed at the general meeting.

F. The Federation shall have the right to have its representative at this meeting.

SECTION 2. LENGTH OF SCHOOL DAY (NURSES)

A. The start and close of the school day shall be set annually by the Board of Education prior to the opening day of school and shall not thereafter be altered without consultation with the Federation.

B. The Board may alter the day at its discretion in the best interest of the school children but such prerogative shall not be exercised arbitrarily.

C. Length of Work Day. The length of the nurse's workday shall be same as teacher day in the assigned school.

D. The school nurse shall not be required to perform any duties not directly related to the health care of pupils (for example, bus duty, yard duty or bulletin boards outside of Medical Unit).

SECTION 3. RELIEF FROM NON-NURSING DUTIES

A. No nurse shall be assigned to the office to perform administrative or other tasks except that he/she may undertake the same voluntarily.

B. School nurses may have access to service of one designated school clerical personnel under the supervision of the school administrator.

C. No nurse shall perform lavatory duty or hall patrol. No nurse shall perform custodial duties. (Custodial duties shall be defined as transporting furniture, emptying trash, sweeping floors, polishing furniture, carrying cartons of books or supplies and cleaning school property).

SECTION 4. LUNCH PERIODS

A. All non-certified school nurses shall be allowed a forty minute lunch as duty free as possible, taking into consideration the nature of position. The scheduling of this lunch period will be mutually agreed upon with the building administrators.

B. Should the non-certified nurses need to leave the building during their lunch period, she shall work out coverage with the building administrator.

SECTION 5. HARASSMENT

- A. No administrative criticism and/or information of personal nature shall be divulged to anyone but the nurse involved except in cases involving the grievance procedure or dismissal procedures.
- B. No electronic or mechanical surveillance devices shall be used for the observation or evaluation of any nurse.
- C. No Head Nurse or Administrator shall embarrass, reprimand or interfere with the authority of the nurse performing her duties.
- D. No nurse shall be put in a position where he/she must defend any of his/her policies in front of another person without prior consultation with the Administrator involved. Any nurse shall have representation at his/her discretion at any such meeting.
- E. Any nurse required to meet central office administrator(s) or board members shall be told in advance the subject matter of the meeting.

SECTION 6. MEETINGS

- A. Before school meetings shall be limited to those which can be held at no other time during the day.
- B. The number of Medical Department meetings shall not exceed six (6) one hour meeting per year; or nine (9) forty-five (45) minute meetings unless extended by mutual agreement with the Federation. Such meetings shall be scheduled in advance, at the beginning of the school year, after consultation and agreement with the Federation.
- C. Medical meetings shall be conducted in a democratic manner and all nurses shall have the right to take an active part in the discussion of the agenda.
- D. Agendas for routine staff meetings (general or department) shall be distributed no later than one day prior to the meeting day.
- E. No meetings, other than those delineated in B above, may be held before or after work hours.
- F. Staff Development Day's schedules will match those of teachers.

SECTION 7. PERSONNEL FILES

- A. Upon request by nurse, he/she shall be permitted to examine his/her file.
- B. Access by others shall be in accordance with applicable law.

C. The Board shall agree to continue its policy of treating these files with the highest degree of confidence permitted by law.

D. Upon written request a nurse shall be given a copy of his/her evaluation.

E. A copy of any information concerning the employment of any nurse, his/her conduct, or efficiency (with exception of Grievance Documents) shall be included in the personnel file. A nurse may include a written reply to such information whenever it may exist.

F. The nurse shall have the right to answer any material filed in his/her personnel file except placement papers and recommendations, and his answer attached to the file copy. Such nurse may authorize the Federation, in writing, with a copy to the Superintendent, to review his answer.

G. No documents pertaining to a grievance procedure shall be included in a nurse's personnel file or presented as evidence to support a decision regarding re-employment, promotion, assignment or transfer. All matters pertaining to a grievance shall be treated as confidential material by the Board and Federation.

H. All nurses shall be notified, in writing, when material is to be filed in their personnel files. Exceptions shall include the supplement to Instructional Personnel Record, Nurse's Annual Salary Agreement, routine evaluations, transcripts carbon copies of letters, forms and similar items the original of which has been sent to the nurse, Advances Professional Study Approval forms, retirement applications and professional certificates or copies.

SECTION 8. CONFERENCES

A. Nurses shall work their normal workday on Parent/Teacher conference days.

B. No Nurse shall be required to join or participate in Parent Teacher Student Associations (P.T.S.A.) and/or Parent Teacher Associations (P.T.A.).

SECTION 9. HOLIDAY DISMISSALS

A. The following days shall not be scheduled school days:

1. New Years Day
2. Martin Luther King's Birthday
3. Lincoln's Birthday
4. Good Friday
5. Memorial Day
6. Columbus Day
7. Veterans Day
8. Thanksgiving Day & the day following

9. Christmas
10. Yom Kippur
11. Rosh Hashanah (1 day)

B. Four-hour sessions on the day preceding Thanksgiving and Christmas holidays shall be scheduled.

SECTION 10. RELEASED TIME

A. Released time shall be provided when nurses are required by the Administration to visit other schools, conventions, and workshops within and without the system.

B. Nurses may request released time for purposes enumerated above subject to approval of the Superintendent.

SECTION 11. HEALTH AND SAFETY STANDARDS

All nurses and children shall be relocated or sent home by the principal, subject to Superintendent's approval, when the West Haven Federation of Teachers and School Administration, by mutual agreement, deem that room temperatures, ventilation, or other conditions become incompatible with health and/or safety.

SECTION 12. CLOSING OF SCHOOLS

When school is closed during the day due to emergency conditions, school nurses may leave the building as soon as all of the children have been dismissed.

SECTION 13. HIRING OF PROFESSIONAL STAFF

A. Only those nurses who are licensed as a registered nurse in the State of Connecticut upon the request of the Superintendent shall be hired as permanent staff by the West Haven Board of Education to provide health care in that city.

B. Upon the completion of forty (40) consecutive school days of nursing in the same position, a long term substitute shall be placed on the "first step" of the non-certified nurses schedule and accumulate 1-1/2 sick days for each month's employment thereafter. All non-economic provisions of the contract shall apply to long term substitutes except layoff, recall and transfer positions.

C. A nurse, upon entering the West Haven School System, shall be placed on Step 1 if they have 1-5 years of full time experience and Step 2 if they have 6 or more years of school critical care, pediatric, or public health experiences.

D. All new employees shall be deemed to be probationary during the first sixty (60) days of employment. During the probationary period of any such employee, the Board may

terminate the employment of such employee for any reason without recourse to the grievance procedure.

SECTION 14. IMMUNIZATION SHOTS*

A. The Board shall provide immunization shots to each nurse annually, without cost to the staff member. Notification of such shots shall be sent to each nurse at least two (2) days prior to the administering of the shots, stating the times and locations of their distribution.

*(Cold shots, Flu Shots, and any other necessitated by a prevailing epidemic).

B. Participation in this program shall be entirely voluntary, unless required by State Health Authorities.

SECTION 15. STUDENT NURSES

Each nurse shall have the right to accept or reject a student nurse or student observer.

SECTION 16. NURSE PROTECTION

If a nurse is absent from school as a result of personal injury arising out of his employment, (provided the nurse is not negligent) he shall be paid his full salary (less workmen's compensation award, when such award goes into effect) for the period not to exceed one calendar year from the date of injury. Such absence shall not be charged to his/her annual or accumulated sick leave.

SECTION 17. ADDITIONAL SCHOOL FACILITIES

An individual mailbox shall be provided for each nurse if possible.

SECTION 18. SUMMER SCHOOL

A. Professional Staff Members from previous summer school shall be given preference in summer school positions.

B. Professional Staff Members from the previous year's regularly appointed professional staff shall be given first opportunity to fill any vacancies in their areas which exists in the faculty of the summer school.

C. Professional Staff Members employed by the West Haven Board of Education shall be given first opportunity to fill any vacancies in the summer school program.

SECTION 19. ROOM KEYS

Each nurse shall have the right to possess a key to his medical room and shall not be required to turn in same except at the end of the school year. Lost keys will be replaced at the nurse's expense.

SECTION 20. STUDENT PHYSICAL OR EMOTIONAL PROBLEM-NOTIFICATION TO NURSE

All nurses shall be notified of the names of all students with physical or extreme emotional problems when that information is available to the school administrator at the beginning of the school year. They shall also be informed of measures to be taken in cases of extreme emergency.

SECTION 21. MEDICAL EXAMINATIONS

No Professional Staff Member shall be required to have routine medical examinations except at time of hire.

SECTION 22. SICK LEAVE AND SICK LEAVE BANK

A. Each nurse shall be granted annually fifteen (15) days of sick leave with full pay. Sick days shall accumulate to the total of 150 days.

B. Each nurse shall be permitted to participate, on a voluntary basis, in the sick leave bank.

C. The Superintendent of Schools, or his duly authorized designee, may require at any time, the submission of medical proof of illness and recovery either by the staff member's own physician or by a physician named by the Board at its own expense.

SECTION 23. SUBSTITUTE PROCUREMENT

A. The policy of reporting absence from school will be to call the answering service from 7:00 p.m. on the night before to 7:00 a.m. the day of the absence.

B. The policy for reporting the return of a nurse to school will be to call the answering service no later than 9:30 p.m. on the night before the day the nurse is returning to school.

C. Nurses may suggest the substitute hired for their replacement if that substitute is available.

SECTION 24. QUARANTINE

No Professional Staff Member shall lose salary and/or other rights when subject to quarantine by a competent medical authority, subject to review of the individual case by the school medical advisor and/or the Health Department of the staff member's town residence.

SECTION 25. LEAVES WITHOUT PAY AND RECALL PROCEDURES

A. Leaves of absence, without pay, shall be granted for advanced study, child rearing (natural or adoptive), extended sick leave and exigent circumstances. Such leaves shall be limited to one school year.

1. Upon the expiration of said leave, nurses shall:

a. Retain accumulated sick day, seniority and other benefits earned prior to the commencement of the leave.

b. With respect to all leaves, except child rearing leaves, have recall rights as set forth in Article VI, Section 38, except that said rights shall be for a period of one (1) year only.

c. (1) Nurses on pregnancy disability will notify the Superintendent of Schools or his designee within thirty (30) days after the birth of her child as to whether she is returning to her position after the period of disability or is taking a childbearing leave.

(2) Nurses on childrearing leave shall be reinstated to a position in the bargaining unit within school classification as follows: Elementary or Secondary.

(3) Reinstatement of non-certified nurses shall occur when the nurse notifies the Superintendent of Schools, or his designee, no later than 2 months before the first of their 2 possible return dates of their intent to return to a nursing position and the date on which they intend to return.

(4) Other nurses who qualify for childrearing leave will notify the Superintendent of Schools, or his designee, within 30 days of the birth or adoption of the child if the nurse is taking childrearing leave.

(5) Failure to notify the Superintendent of Schools, or his/her designee, within the prescribed time shall result in the waiver of the nurse's reinstatement.

2. During said leaves of absence, nurses shall be allowed to maintain all insurance coverage provided in Article VI, Section 34 by paying group rates directly to the Board for a period not to exceed one (1) year.

SECTION 26. REDUCTION IN FORCE - TERMINATIONS

After the Board of Education determines the number of nursing positions which are to be eliminated, the following criteria shall be applied in sequential order:

A. List the employees who are serving as school nurses by ranking those most senior at the bottom and the most junior at the top on the basis of continuous service in the school district.

B. Terminate the employment of the least senior person if no other position exists to which the person may be appointed if qualified.

C. Time off for leaves of absence with or without pay, not exceeding a total of one school year, shall be counted toward determining seniority ranking. Time off for any reason beyond one year shall not count toward determine seniority ranking. Connecticut State Statutes will be applied for those employees who were absent due to required military leave.

D. Employees who are laid off because of reduction in staff shall be eligible of re-employment for up to three years from the last day of employment prior to termination of employment by being placed on a "recall list."

1. If a position opens during that time period, the most senior nurse on the recall list will be offered the position.

2. If the nurse declines that position, they will be placed on the bottom of the recall list.

SECTION 27. SABBATICAL LEAVE

A. Persons eligible for Sabbatical Leave must have had at least six (6) years experience in the West Haven city schools.

B. Persons approved for leave will be paid one half (1/2) of their annual salary plus \$100.00 for each year of experience in West Haven beyond the required six (6), to a maximum of his annual salary for the year in which the leave is granted.

C. Persons studying under grants or fellowships shall be limited to a total of their annual salary when the portion paid for by the Board under "B" added to the grant of fellowship, would cause a total remuneration to be in excess of the annual salary.

D. The purpose for Sabbatical shall be for advance study and/or educational growth and improvement.

E. Persons on Sabbatical must return to the West Haven School System for a minimum of one (1) year or return the full amount paid to them by the Board during the Sabbatical period.

F. Credit shall be given for the Sabbatical year and the person will be advanced to his proper step on the salary schedule upon his return to the West Haven School System.

G. All applications are subject to the approval of the Superintendent of Schools.

H. All medical benefits which normally accrue for Professional Staff Members shall continue for the length of such Sabbatical Leave.

SECTION 28. MATERNITY LEAVE

A. The Board agrees to follow the Federal Guidelines on Maternity Leave for School Employees.

B. Any period of disability arising during a maternity leave shall be treated as a temporary disability and the nurse shall be entitled to retain fringe benefit coverage and to use accumulated sick leave which shall be paid as follows:

1. For nurses not receiving childrearing leave pursuant to Article VI, Section 26, maternity (sick) leave shall be payable in accordance with the nurse's regular payroll schedule.

C. For the duration of the maternity leave, nurses shall receive all insurance coverages provided for in Article VI, Section 34 "Health and Other Benefits".

SECTION 29. PERSONAL DAYS

A. Each Professional Staff Nurse shall receive two (2) personal days per year consisting of:

1. One (1) day that shall be strictly personal.

2. One (1) day that shall be subject to the following seven reasons:

a. To attend to personal business matters that could not be attended to by any other person or at any other time, e.g. bank or legal matters;

b. One's own graduation or that of a close relative;

c. Birth or adoption of a child;

d. Need to accompany family member to or from hospital;

- e. Sudden emergencies, e.g. household, transportation, etc.;
- f. Real estate transactions involving one's own property;
- g. Marriage of a close relative.

B. Notice shall be given forty-eight (48) hours in advance when such leave is taken, except in cases of emergency.

C. These days shall not be taken for vacation purposes.

D. These days shall not be cumulative and shall not be taken to extend vacation days or before or after holidays except with approval of the Superintendent.

SECTION 30. OTHER LEAVE PROVISIONS

A. The following leave days shall be granted with no loss of pay:

1. Compulsory Court Appearances. Such leaves shall be defined as those appearances required by subpoena bond, summons or personal recognizance (5 days per year).

2. Compulsory Jury Duty. Such leave shall be unlimited with full pay (less amount paid for jury services). Whenever nurses are summoned for jury duty:

a. The nurse will send copies of the complete original summons form to the Superintendent's office.

b. The Superintendent may request a postponement of the nurse's jury obligation.

c. The nurse may independently notify the court that they do not desire the postponement, stating their reasons.

d. The nurse will send to the Superintendent's office a copy of the final postponement notice, disqualification notice or stand by notice whichever determines the final date of appearance.

e. Compensation paid by the court for jury service during the work year will be submitted promptly to the Superintendent at these amounts are paid to the nurse.

3. Death of husband, wife, son, daughter, father, mother, brother, sister, mother-in-law, father-in-law, stepmother, stepfather, stepsister, stepbrother, stepson, stepdaughter, grandparents (5 days per year).

4. Funeral of a close friend (1 day per year).

5. Other funerals (2 days per year without pay).

6. Religious Holidays. One (1) day per year only for the observation of a recognized religious holiday which requires absence during the workday.

SECTION 31. FEDERATION RIGHTS

A. The Federation may use existing bulletin boards.

B. Any Professional Staff Member has the right to put any communication, book, leaflet, or newspaper into any and all staff members' mailboxes.

C. The Federation shall be given a place at the beginning of all administrator-initiated meetings for announcements.

D. The recruitment of Professional Staff Membership in any nurses' organization shall be the sole right and responsibility of the professional Staff Member. No Administrator shall participate in the distribution of recruitment materials or in the collection of funds for any nurse organization.

E. The Federation, the Board of Education, and administrators shall not engage in any unfair labor practice.

F. The Federation shall have the right to call meetings of their membership at any time (other than during school hours) it deems necessary.

G. Two members of the negotiating team of the Federation shall be excused from duty with no loss of pay for school time when required by the Board of its representatives to be present for negotiations or other meetings.

H. 1. The Federation shall have the right and responsibility to act with the City Comptroller in setting up all procedures and policies in regard to payroll deductions for the Federation. The Federation shall secure authorizations from its members for the withheld sums due the Federation.

2. The Board of Education agrees to provide payroll deduction benefits to the Federation for professional organization dues and for one Federation insurance program. The insurance program may be either an accident and health or a life insurance program.

I. 1. All employees shall, as a condition of continued employment, join the Federation or pay to the Federation a representation fee. The amount of the representation fee shall be determined by the Federation membership, but shall in no event be greater than Federation dues. The Federation shall provide the Board of Education with a list of those nurses desiring to pay Federation dues. The Board shall deduct the representation fee from each nurse

not on the Federation list in equal monthly installments. Payments for new employees shall commence within thirty (30) days following the effective date of employment.

2. Employees on leaves of absence must make suitable arrangements in advance of such leave to pay the representation fee or Federation dues directly to the Federation.

3. The Federation shall indemnify and save the Board and/or the town harmless against all claims, demands, suits or their forms of liability, which may rise by reason of any action taken in making deductions and remitting the same to the federation pursuant to the Article.

4. The Federation may add or subtract from any such list so long as notice is provided prior to or on the first school day of each month. Such changes should be effected on the paycheck next following.

5. The Federation will receive its payroll deduction check on the same day as the regular issuance of paychecks.

6. The Board shall cooperate with the Federation in securing from the City Comptroller as many deduction categories as may be requested by the Federation. This provision, however, does not extend the Board's responsibility for providing to the Federation at least two payroll deduction categories.

7. At the beginning of each school year, the Board shall provide the Federation with an alphabetized list of Federation members of payroll deductions. To the extent, as provided by the City Comptroller, the Board shall send to the Federation its payroll deduction sheets in alphabetized form.

J. The Federation shall have the right to address any meeting of new or beginning staff members prior to the opening of school for the express purpose of explaining the aims and activities of the Federation.

SECTION 32. INFORMATION TO FEDERATION

A. The Board shall make available to the Federation upon request all information, statistics, and records which are pertinent to negotiations, grievances, or necessary for the enforcement of this Agreement. If, in the opinion of the board, the information requested is privileged, the Board shall release such information only after receiving a written release from the nurses) involved.

B. The President of the Federation shall be furnished a copy of the agenda for every Board meeting two calendar days in advance of each regular meeting. If any additions to the agenda are made at last moment the Federation shall be given a copy of such additions.

C. A copy of the Board of Education policies and revisions to same shall be made available to the Federation.

SECTION 33. PROMOTION POLICIES

A. No person shall be hired for any position unless he meets all listed specifications.

B. First preference shall be given to candidates within the school system.

C. All appointments shall be made without discrimination in regard to age, race, creed, religion, nationality, sex, marital status, or political beliefs.

D. It is understood by the parties that race, color, sex, marital status, nationality, religion, creed, or political beliefs shall not be used in determining the order of staff layoff or recall from layoff.

SECTION 34. HEALTH AND OTHER BENEFITS

The Board shall provide the following health insurance plan for employees and their eligible dependents (an eligible dependent for purposes of this Article shall include spouse and unmarried dependents up to age 26):

(A) Effective July 1, 2017, the current health plans in effect will be eliminated and replaced with a high deductible health plan (HDHP) with a health savings account (HSA). The HDHP shall have the following features:

- \$2,000/\$4,000 deductible
- funded 50% by the Board
- 2017-2018 Board portion funded July 1, 2017
- 2018-2019 and thereafter ½ funded July 1 and ½ funded January 1. Employees may apply for a financial hardship waiver request, to the Superintendent for full funding of the Board's portion of the deductible in contract years 2018-2019 through 2020-2021 prior to January 1.
- Rx Co-pays after deductible of \$5/\$25/\$40 retail (30 days); \$10/\$50/\$80 for mail order (90 days)
- Out-of-Network co-insurance 80%/20%
- Out-of-Pocket maximums - \$4,000/\$6,850 In-Network; \$4,000/\$8,000 Out-of-Network
- The Board shall also establish a Health Reimbursement Account HRA for those employees not eligible for a HSA (See attached agreement)

(B) West Haven Teachers and Nurses Health Reimbursement Account (HRA) Structure

- 1) The Board's HRA shall be made available to employees that are enrolled in the HDHP and or not eligible for an H.S.A. contribution based on IRS

regulations regarding H.S.A. eligibility. The Board shall make the same 50% contribution as described in the HDHP/HSA plan

- 2) The Board's HRA plan shall have maximum total out-of-pocket expenses. These maximums are \$4,000 for single coverage and \$6,850 for family coverage In-Network; \$4,000/\$8,000 Out-of-Network.
- 3) The Board's HRA plan shall be funded by the Board in the same way as the H.S.A. plan, to the extent allowed by law. Funds shall be considered "real dollars" in an employee account.
- 4) Unspent HRA funds shall be permitted to rolled over to the next plan year. There shall be no limit on total accumulations to HRA plan participants.
- 5) Due to I.R.S. regulations, the Board's HRAs will not pay interest to participants has required under the H.S.A. plan.
- 6) Although the amount funded in the Board's HRA will be the same the H.S.A. plan, HRAs must be funded solely by the Board, in addition, employer HRA contributions are not taxable to the employee.

(C) Blue cross Full service Dental Plan, dependent child rider, riders A, B, C and D.

(D) Blue Shield vision Care endorsement 98.

(E) Group Life Insurance coverage - \$45,000.00 for permanent full time staff members and \$15,000.00 for permanent half time staff members.

(F) Tax Shelter Annuity Programs - The Board shall continue its present policy of making Tax Shelter Annuity Program available to all Professional Staff Members.

(G) A nurse who resigns to accept a new position is entitled to appropriate medical benefits through August if he fully performed his contractual obligations to the school system by working the entire school year.

(H) If required by law the Board shall pay into the state's Unemployment Insurance Fund the statutory amount of each Professional Staff Member.

(I) The Board will pay \$2,000 annually to any member who waives the medical insurance coverage provided in sections, A, B, C, D and E of same article.

(J) Substitution of Insurance carriers - The Board reserves the right to change insurance carriers or provide self insurance at any time from those stated in this Article provided that the benefits and services shall be comparable to those provided in this Article and provided that the board notifies the union of any such change in coverage.

(K) Retired members of the bargaining unit who, in lieu of other compensation, substitute 25 or more days in a given school year shall be entitled to 12 months of health insurance coverage (individual only). In addition, retired Nurses with a minimum of 20 years of service with the Board, upon reaching age 65 shall be eligible for Medicare supplemental insurance at no cost to the employee. The employee may choose from Anthem supplemental plans B or F or any Medicare supplemental plans offered by the Board to retired employees in lieu thereof.

(L) Employees shall contribute towards the cost of health insurance via payroll deduction, as follows:

Effective September 1, 2017:	18.0%
Effective September 1, 2018:	19.0%
Effective September 1, 2019:	20.0%
Effective September 1, 2020:	20.0%

The Board shall implement an Internal Revenue Code Section 125(a) plan to allow pre-tax treatment of employee contributions towards health insurance.

SECTION 35. NURSES TRANSFER

A. The assignment and transfer of school nurses within the school system is the responsibility of the Superintendent of Schools. In the determination of assignments and transfers of school nurses, first consideration shall be given to members of the staff within the system. The Superintendent will not be arbitrarily capricious in this matter. Requests from school nurses will be honored to the extent that the individual request does not conflict with the best interests of the health program of the West Haven School system. After the needs of each school are established, newly appointed school nurses may be assigned to the different schools. Requests for transfer may be made directly to the Superintendent's Office.

B. Nurses shall be notified in writing of any changes in their assignments for the ensuing school year, including the schools to which they will be assigned, as soon as practicable and under normal circumstances not later than June 1. In the event of a change in circumstances in the months June through August, such assignment may be changed as required to meet the situation.

Before an involuntary transfer is made, consideration may be given first to those nurses who have expressed a desire to transfer.

C. In the event a vacancy occurs within the bargaining unit, notice of such vacancy shall be posted for five (5) school days prior to closing of applications.

D. In filling vacancies, if there is an opening, the Board will interview all bargaining unit candidates prior to interviewing candidates from outside the school system. If in the opinion

of the Superintendent or his designee, two or more bargaining unit members are equal in qualifications, the most senior employee shall be appointed to the vacant position.

E. In the event a vacancy occurs in the summer, the Board will mail a posting to each bargaining member's summer address. Position will be posted for 12 days.

SECTION 36. LONGEVITY

A. After ten (10) years of employment, a nurse shall receive an increment of \$550.00. After fifteen (15) years of employment, a nurse shall receive an additional increment of \$650.00. After twenty (20) years of employment, a nurse shall receive an additional increment of \$550.00. After twenty-five years of employment, a nurse shall receive an additional increment of \$650.00

B. Years of employment for the purpose of longevity shall mean years of service in West Haven.

C. Longevity payments shall be made in one lump sum in a separate paycheck with the first paycheck in December of the Fiscal Year during which the necessary years of service with the school system have been attained, and thereafter annually in accordance with the formula.

SECTION 37. NURSE EVALUATION

A. Written evaluation of each nurse's performance shall be done annually by the Head Nurse. The nurse shall review the evaluation with the Head Nurse and shall have the opportunity to sign it and include written comments.

B. The signing of an evaluation report by a nurse shall merely insure that the nurse has read the report and shall not imply that the nurse agrees with the content of the report and she may add any of her own comments to it.

SECTION 38. EXPENSE OF PRINTING AND DISTRIBUTING AGREEMENT

The Board agrees to equally share the cost of printing and distributing this Agreement and the Federation agrees to distribute a copy of this Agreement to each Professional Staff Member hired by the Board.

SECTION 39. SAVINGS CLAUSE

A. If any provision of this Agreement is or shall at any time be contrary to law, then such provisions shall not be applicable or performed or enforced, except to the extent permitted by law.

B. In the event that any provision of this Agreement is or shall at any time be

contrary to law, all other provisions of the Agreement shall continue in effect.

C. There will be no waiver or modification of any of the Agreement terms or provisions contained in this Agreement by any nurse with the Board.

D. The terms and conditions of this Agreement shall not be modified, amended, or altered in any way unless in writing and signed by both parties.

E. The rights and benefits of any and all professional Staff Members provided in this Agreement are in addition to those provided by the City of West Haven, State of Connecticut, and Federal laws, rules, ordinance,, or regulations including, but not by way of limitation, all applicable tenure, pension, and education laws and regulations.

SECTION 40. PAY DAYS

A. Nurses shall be paid in 26 installments, biweekly, provided, however, that individual nurses will have the option to withdraw their four (4) final checks in one lump sum, less necessary deductions, payable on the first payroll date in July except when this payroll date is during the first week of July. In such case, the lump sum payment shall be made on the second payroll date in July. Exercise of such option must be made by notifying the Board not later than June 1, preceding the first payroll in July.

B. In the event any payday occurs during the Christmas, Winter or Spring recess, then professional Staff Members shall receive such paychecks on the payday immediately preceding that recess, together with the paycheck of that payday.

C. All paychecks shall be made available to nurses at their schools or otherwise normal distribution points, no later than the close of the regular school day.

SECTION 41. SEVERANCE PAY (ON RETIREMENT OR DEATH)

Professional Staff Members upon retirement from public school service in Connecticut, or death, after twenty (20) years of public school service in the West Haven School System shall receive severance pay equal to 25% of the annual salary which shall be deposited into an approved 401(k) plan at the time of termination of employment.

SECTION 42. FEDERATION RESPONSIBILITY

The Federation shall discourage absenteeism, tardiness and any action by its members individually or collectively which shall not conform to the provisions herein, which will detract from the professional status of one or more of its members and further the Federation shall take action it deems necessary to fulfill their individual and collective professional obligation and commitment to the pupils and the community.

SECTION 43. TRAVEL EXPENSES

Mileage at IRS rates to be paid to nurse when nurse required to use his or her car on school business as determined by the Board upon submission of appropriate vouchers by nurse to Business Office.

SECTION 44. PENSION

Each bargaining unit employee shall be offered the opportunity of belonging to the City of West Haven's 401K Pension Plan. Said plan shall not be changed or modified without the concurrence of the membership of the West Haven Federation of School Nurses. Employer's contribution shall be 5% and the employee's contribution shall be a minimum of 2% to a maximum of 20% - Total contributions not to exceed 25%.

SECTION 45. WORK LOAD

A nurse required to service over 700 students will receive \$1,000 stipend.

SECTION 46. WELLNESS PROGRAM

Each nurse shall receive \$45.00 for each marking period during which she has perfect attendance.

SECTION 47. DURATION

A. This Agreement shall be in full force and effect from September 1, 2017 through August 31, 2021.

B. The Federation and the Board agree to exchange all proposals for a successor Agreement and to commence negotiations in conformance with State statute.

SECTION 48. BS/30

Any nurse who has attained a BS plus 30 prior to beginning of contract year will receive a \$750 stipend per year.

Dated at West Haven, Connecticut this November ____, 2017.

WEST HAVEN BOARD
OF EDUCATION


By: _____

WEST HAVEN FEDERATION
OF NURSES AFT LOCAL 1547


By: _____

SALARY SCHEDULE 2017-2018

Scale	Step	Base
Nurse	1	\$42,250.85
Nurse	2	\$44,074.47
Nurse	3	\$45,893.83
Nurse	4	\$47,714.28
Nurse	5	\$49,541.09
Nurse	6	\$51,359.40
Nurse	7	\$53,178.77
Nurse	8	\$56,611.09
Nurse	9	\$60,043.43
Nurse	10	\$65,611.12

Nurses not already at the top step shall advance one step.

SALARY SCHEDULE 2018-2019

Scale	Step	Base
Nurse	1	\$42,250.85
Nurse	2	\$44,074.47
Nurse	3	\$45,893.83
Nurse	4	\$47,714.28
Nurse	5	\$49,541.09
Nurse	6	\$51,359.40
Nurse	7	\$53,178.77
Nurse	8	\$56,611.09
Nurse	9	\$60,043.43
Nurse	10	\$66,267.23

Nurses not already at the top step shall advance one step.

SALARY SCHEDULE 2019-2020

REOPENER

SALARY SCHEDULE 2020-2021

REOPENER

SALARY SCHEDULE 2019-2020

Scale	Step	Base
Nurse	1	\$ 42,250.85
Nurse	2	\$ 44,074.47
Nurse	3	\$ 45,893.83
Nurse	4	\$ 47,714.28
Nurse	5	\$ 49,541.09
Nurse	6	\$ 51,359.40
Nurse	7	\$ 53,178.77
Nurse	8	\$ 56,611.09
Nurse	9	\$ 60,043.43
Nurse	10	\$ 66,267.33
No Step Movement		

SALARY SCHEDULE 2020-2021

Scale	Step	Base
Nurse	1	\$ 42,673.36
Nurse	2	\$ 44,515.21
Nurse	3	\$ 46,352.77
Nurse	4	\$ 48,191.42
Nurse	5	\$ 50,036.50
Nurse	6	\$ 51,872.99
Nurse	7	\$ 53,710.56
Nurse	8	\$ 57,177.20
Nurse	9	\$ 60,643.86
Nurse	10	\$ 66,930.00
No Step Movement		



Memorandum – Office of Mayor Nancy Rossi

TO: Municipal Accountability Review Board
FROM: Ronald Cicatelli, City of West Haven Finance Director
DATE: 12/6/18
SUBJECT: Audit Schedule

I. Key Players:

- PKF O'Connor Davies – Joe Centofanti is the city's Auditor responsible for the FY18 Audit
- Anthem – West Haven's health care provider
- PMA Group– West Haven's third part administrator for worker's compensation and heart & hypertension.
- Milliman – Actuarial for the City of West Haven
- Lockton – Deb Testa is West Haven's "Agent of Record"

II. Introduction

The City of West Haven recognizes that we will not meet the 12/31/18 deadline in providing the audit for the calendar year. Based on the information collected, we are making progress that will show improvement upon the production of the FY17 audit, which was not completed until 6 months after the 12/31/17 deadline. In the past, it has been West Haven's standard practice to dishonor the calendar year deadline, until now.

As described below, we have expectations that our FY18 audit will be completed by 2/28/19, roughly 4 months faster than the previous year; and we aim to continue upon this progress for our FY19 audit next year.

The below referenced timeline provides some insight into the challenges we have recently faced in order to provide specific items necessary for producing a timely audit. Milliman's turn-around time for producing their actuarial analysis (reception of data to output of data) is estimated at 4 to 6 weeks. Completion of the audit by 2/28/18 is dependent on ensuring that Milliman can provide PKF O'Connor Davies their actuarial information by 1/15/19. This timeline illustrates the City of West Haven's responsibilities in providing Milliman the data to complete their objective.

III. **11/30/18** – Milliman will be in receipt of information for worker's compensation, heart & hypertension, and OPEB census data.

- Information provided by PMA and Anthem can be evaluated by Milliman over the course of 4 to 6 weeks, which is an estimate provided by Milliman.
- Information regarding Heart & Hypertension and Worker's Compensation has already been sent to PFK O'Connor Davies by PMA Group; allowing a component of the FY18 audit to begin while we wait for Milliman to provide actuarial services on OPEB census data.

IV. **12/5/18** – The City of West Haven will have reconciled FY18 and have established updates to OPEB evaluations.

- Cause for the delay in completing FY18 reconciliation can be attributed to a combination of the "West Haven City Hall ransom ware attack" and Anthem's failure to provide FY18 OPEB census data in a timely manner.

- a. Anthem's internal software deficiencies are a root cause for their poor services to date.
 - Lockton has assisted West Haven's Human Recourses department in identifying firm divisions and personnel whom shall no longer receive benefits.
 - a. Overtime has been issued to necessary personnel in order to complete the above referenced task by 11/30/18.
 - The City of West Haven will have accurate OPEB census data that will remove undeserving individuals from our system.
 - Police pension information will be submitted to Milliman for actuarial studies.
- V. **1/15/18** – Anticipated completion of Milliman's actuarial component and full submission of actuarial data to PFK O'Connor Davies.
- All information needed for PFK O'Conner Davies to complete the FY18 audit will be submitted.
 - Milliman's contribution toward completing the FY18 will be completed at this point in time.
- VI. **2/28/18** – Audit Completed
- Based on the above referenced information, PKF O'Connor Davies projects that the FY18 audit will be completed before the end of February.

TO: Julian Freund
FROM: Michael A. Milone, OPM/MARB West Haven Liaison *M.A.M.*
SUBJECT: Plan for West Haven Fire Study
DATE: 11/29/2018

In accordance with one of the conditions of the MARB plan for payment of restructuring funds to the City of West Haven, I am providing the following status report and tentative plan for this project.

The City of West Haven issued a Request for Proposal (RFP) for a Fire Department Consolidation Study in accordance with the requirements outlined by MARB and received 7 responses from consulting companies from throughout the United States. The first phase of the processes will be for a Project Management Team (selection committee) to review and evaluate each proposal against the selection criteria identified in the RFP.

This Project Management Team (PMT) will consist of the two Fire Chiefs and the Acting Fire Chief representing the three Fire Districts, one former West Haven Fire Chief, the City's Corporation Counsel, Finance Director, and me. The timeline for this review is outlined below.

I. Vendor Selection Time Schedule

A. November 29, 2018

Complete distribution of RFP's to all committee members.

B. Week of December 2, 2018

1. The PMT meets to review proposals and identify consultants selected for an interview.
2. PMT will also develop the questions that will be asked of each consulting firm interviewed, the range of critical information that needs to be elicited from each firm, and the evaluation criteria that the PMT will use to make their decision.
3. PMT must also identify a Project Manager as part of this plan.

C. Week of December 9, 2018

1. PMT conducts interviews with those consulting firms selected for interviews. While it would be most efficient to reduce the field of candidates to three firms, the committee will make this decision based on the qualifications of the firms being interviewed.
2. PMT will then do the following based on the outcome of these interviews:
 - a. Decide on a consulting firm to recommend to Mayor and MARB, pending background check, etc.
 - b. Delay decision pending further discussion, evaluation and research.
 - c. Delay decision to allow for a follow-up interview or interviews, if necessary.

D. Week of December 16, 2018

1. PMT committee meets to do the following, depending upon outcome of previous week's meeting
 - a. Review additional information requested, follow-up data and finalize recommendations to submit to Mayor and MARB
 - b. Conduct second interview or interviews and make a final recommendation to transmit to Mayor and MARB

E. Week of December 23, 2018

1. The PMT formalizes transmittal of consultant recommendation.
2. Corporation Counsel begins drafting a contract for services with recommended consultant incorporating key elements of RFP specification requirements and MARB expectations for deliverables and timelines.
3. Selection of Steering Committee members who will guide Phase II of this project through the development of the report.

II. Steering Committee Time Schedule

A. Week of December 30, 2018

1. First meeting of Steering Committee to address numerous issues, such as:
 - a. Organizational issues
 - b. Meeting schedule
 - c. Goals, expeditions, deliverable, timeline, reporting milestones, strategy, etc.

B. Week of January 6, 2019

1. Steering Committee meets with consultant to outline project scope, clarify goals, expectations, deliverables, timeline, reporting milestones, etc.
2. Clarify lines of communication and the role of Project Manager.
3. Develop a schedule of meetings through the completion of the project submittal on May 31, 2019.

C. April 1, 2019

1. City must submit a preliminary report to the MARB with the completed analysis and recommendations regarding the fire department.

D. May 31, 2019

1. Submittal of a final report and presentation to the MARB at a MARB meeting.

III. Development of a proposed Project scope for MARB input, to include by not be limited to:

- A. Review and description of current organizational structure, service delivery and finances of City Fire department and two independent fire districts,

- B. Feasibility of consolidation of the three fire operations
- C. Financial analysis
 - 1. Cost of operations
 - 2. Long term capital planning and financing
 - 3. Impact of long term health, pension and other liabilities and obligations
 - 4. Revenue opportunities
 - 5. Impact on insurance and fire rating
- D. Operational analysis
 - 1. Staffing
 - 2. Work schedules and associated FLSA issues
 - 3. Management and Leadership
 - 4. Training and Development
 - 5. Communications
 - 6. Apparatus, facilities and other physical assets
- E. Legal analysis
 - 1. Consolidation
 - 2. Long term obligations and liabilities
- F. Recommendations
- G. Plan of implementation for recommendations

CC: Mayor Nancy R. Rossi