

SUPPORT STAFF BNC MINUTES  
THURSDAY, JANUARY 16, 2020  
GMTCC COMMUNITY EDUCATION CENTER

BNC members present: Sue Hamlyn-Prescott, Bill Sander (by phone), Katie Orost, Bernard Barnes, Chasity Fagnant

Others present: Charleen McFarlane, Deb Clark, Cat Gallagher, Darcey Fletcher, Yvonne Heath, Santha Dahlin, Thad Tallman, Earl Domina, Andrew Belitsos, Nicole Chauvin

**1. Call to Order and Approval of Agenda**

S. Hamlyn-Prescott called the meeting to order at 5:05. No changes to the agenda were suggested.

**2. Board Negotiations Council – Executive Session**

B. Sander moved to go into executive session to discuss support staff negotiations because premature general public knowledge would clearly place the school board at a substantial disadvantage, inviting C. Gallagher, D. Clark, C. McFarlane and D. Griffiths to remain, C. Fagnant seconded, the motion was passed and the BNC entered executive session at 5:05. The BNC consented out of executive session at 5:57.

**3. Joined by Support Staff Association**

Support staff arrived at 6:06.

D. Fletcher presented the association's proposals. The first one is language taken from the teacher master agreement 4.5-4.6.4 because they realized they don't have anything like that in the support staff master agreement. She noted that one support staff member here tonight had suggested the language may not be completely accurate, so they will take a look at it.

S. Hamlyn-Prescott asked D. Fletcher to explain why the association feels each of these items is needed in the contract.

D. Fletcher said the "Resolution of Complaints about Education Support Professionals" section is needed because often there may be negative feedback from parents about a support staff member and the support staff member doesn't know anything about it. It is so the employee knows there is a complaint.

S. Hamlyn-Prescott asked if D. Fletcher could be more specific. Is she talking about hearsay? She thought we had some language in the contract already regarding complaints.

D. Fletcher said she thinks that is in the grievance procedure.

S. Hamlyn-Prescott said it is not clear what support staff have said to D. Fletcher about the need for this language. D. Fletcher said in her personal experience she was accused of something. She heard about it from community members and a teacher and she wished someone had come to her and said something. She would have loved to have contact with the parent who complained. Her principal didn't say anything to her. There are other situations.

D. Fletcher said the “Compliance with workplace health and safety laws” section is pretty straightforward. The only thing she might add is language making an exception for when working under unsafe or hazardous conditions is part of your job. Teachers shouldn’t have to pick up hazardous materials but it is part of custodial maintenance. That may be something we add.

S. Hamlyn-Prescott asked, is there not already policy in place to deal with this? D. Fletcher said there is nothing in the master agreement. There must be policies.

S. Hamlyn-Prescott asked if there has been a specific incident. D. Fletcher said no. They are just trying to be safe.

D. Fletcher said the language in the “Liability Coverage for ESP” section may not be accurate now. They will have another look at that. The only language she changed from what is in the teachers’ contract was changing teachers to support staff. Maybe the teachers also need to look at the language.

S. Hamlyn-Prescott asked the reason for wanting this language added. We don’t want to put things in the contract if it is possible they could just be in policy. Not everything needs to be in the contract. D. Fletcher asked if support staff are included in the policies. S. Hamlyn-Prescott said we can check. S. Hamlyn-Prescott asked, there is not a specific incident related to this? D. Fletcher said not that they know of.

D. Fletcher said A. Belitsos brought to their attention that he thinks you have to be trained for physical restraint. What this language refers to is a situation that is in the moment when no one else is around. A student may be out of control. Once there was a fight and she went toward it but she didn’t have to get physical because other students intervened. Would she have been held liable if she had put her hands on a student?

S. Hamlyn-Prescott said Rule 4500 applies. It speaks about what conditions restraint can occur under and what kind of training is needed. This section, especially the last sentence, does not fit in with being trained. The BNC is trying to understand what currently has happened and the reason this is coming forward.

D. Fletcher said our population has changed. Kids are being more physical. We are seeing it in elementary schools. Sometimes support staff are the ones in the room.

S. Hamlyn-Prescott asked, have you looked at Rule 4500? D. Fletcher said no; they just took this from the teacher contract. A. Belitsos said this sounded kind of gray to him. Rule 4500 changes pretty often. There may be a need to look at that language for both contracts.

D. Fletcher talked about the “Reporting Assault on Support Staff members” section. She said she thinks support staff feel it would be a given that if someone got hurt through an altercation with a student it should be reported, but often our demographics don’t know they are protected and should report the incident. If there is language in the contract they know they can’t just not deal with it.

S. Hamlyn-Prescott asked if there are specific incidents. D. Fletcher said a student bit a support staff member. She would have to talk to Y. Heath about the details.

D. Fletcher said the BNC has already met with teachers about the proposal to add language stating that association representatives are permitted to transact official business on school property at unassigned times and that the association may use the district's email, network, mailboxes and teacher/support staff bulletin boards for association communications. She noted that support staff don't have unassigned times. For her, it would be during lunch breaks.

S. Hamlyn-Prescott said the BNC is under the impression that this is already occurring. We need to understand where it is not occurring and why this language is needed. D. Fletcher said it is protection. With this board and administration the association is confident it has a good working relationship. This is protection for the future when there are different boards and superintendents. If she wants to send something out to members it is difficult to use personal emails. A lot of support staff just use their school email. If she wants to send something out she will let C. Gallagher and C. McFarlane know. She will send it to them first and they may even offer suggestions. Then she submits it to all the principals and waits for their okay, then submits it to building reps and they submit to their membership. This language is just to try to help with that process. The association will never use the email system for inciting anything, just general information, for instance about a meeting.

S. Hamlyn-Prescott said the BNC doesn't see a need to add this language because this is already occurring. D. Fletcher said it is just protection.

D. Fletcher discussed the proposal to change Veteran's Day, MLK Jr. Day and Presidents' Day from paid holidays to float days for full year employees. Recently there was interaction with D. Clark and C. McFarlane about Veteran's Day. Veteran's Day is not a floating holiday. It was required for everyone to take it off. Staff were told that they deserve to take it off. But there were things scheduled on the LU campus. Staff felt they couldn't take time off. They felt they needed to be here to set up, etc. Support staff met with D. Clark, C. McFarlane and D. Laflam and worked out how it was going to look and staff were assured that in the future there wouldn't be in service activities on holidays. But our buildings are used for many things – Zumba, boot camp, basketball. On those days we still need people to make sure doors are shut, things are moved around as necessary, sidewalks are cleared, etc. On the LU campus, custodians make a grid with names and vacation times. That system has worked well for a long time. Support staff would rather have the days off in conjunction with a long break like Thanksgiving. In the past they have come to work on Veteran's Day and then the following week taken off the day before and the day after Thanksgiving. It was working for them. They were saving their days off for longer times. And often on Veteran's Day they can get things done in the building that they can't get done when kids and staff are here. She is mainly talking about maintenance and custodial staff.

S. Hamlyn-Prescott said we have heard that starting next year Veteran's Day and MLK Jr. Day will definitely be no-staff days. In 5.2 there is already language about when a

recognized holiday falls on a day when school is in session. It has been working. The BNC is not understanding why there needs to be a change.

D. Fletcher said now they are being told not to be here on those days, but those days are when they can get some work done and then they would be able to take the day off later.

D. Fletcher talked about the proposal regarding 4.1.1. Currently it states that a probationary employee may be dismissed solely at the discretion of management and that all new employees will be evaluated by their supervisor within 90 days of hire. In the corrective action section of the contract there is language about a full written warning for an initial advisory. We are struggling to get enough employees in some areas like cafeteria work. The association would like to see more of a process so people can grow in positions rather than being let go because of the current language. She could give specific examples. She doesn't think the 90 day evaluation is happening.

S. Hamlyn-Prescott asked, so the association is looking more for enforcement?

D. Fletcher said yes and she would like to see an evaluation sooner than 90 days so the employee is given direction and could grow if they are not doing the right thing. We are letting people go instead of building them up as employees when we need positions.

S. Hamlyn-Prescott asked if the association is suggesting any specific language. D. Fletcher said she thinks they might want to add something like, instead of dismissal at the discretion of the management, dismissal after corrective action plan. There could even be a modified corrective action plan for these employees.

S. Hamlyn-Prescott presented the BNC's proposals. The BNC wants to add to 4.3 that instructional support staff who are contracted for partial FTE shall participate in inservice training or other professional development activities and will be compensated accordingly. We want everyone to have the same professional development and be paid for it.

D. Fletcher said the association is interpreting that to mean that if an employee only works 4 hours a day they will only do 4 hours of inservice. S. Hamlyn-Prescott said no; if there is 8-hour inservice day they would come for the whole thing and would be compensated.

The second BNC proposal changes "2 weeks" to "30 days" in 6.9 Military Service. This is based on the Uniformed Services Employment and Reemployment Rights Act.

D. Fletcher said the association understands the proposal regarding 4.3 and agrees to it. They also understand the proposal regarding 6.9. The only question they have about that is whether an employee would be allowed to use vacation time during an absence for military service. S. Hamlyn-Prescott said she will have to find out the answer to that.

The BNC proposes to add to 7.2 Hiring Rates the language "For positions in the job classifications of Administrative/Office, Technology & Media and Student Services, the standard hiring rate will be the pay grade minimum without a degree, step 1 with an

associate's degree and step 2 with a bachelor's degree." And the BNC proposes to give discretion to set hiring rates above minimum to the superintendent rather than the board. S. Hamlyn-Prescott said the hiring rate language describes what we are already doing. This is just to have it in writing.

D. Fletcher said the association is in support of that. They have also talked about giving extra steps for certificates or licenses support staff may already have when hired that are relevant to their jobs and mean we don't have to provide additional training. They will figure out a proposal related to that. They are fine with changing "Board" to "Superintendent."

The BNC proposes language in 7.15 Sick Leave Buy-Out stating that an employee who resigns prior to June 30 without fulfilling their contract year will forfeit the sick leave buy-out.

D. Fletcher said eligibility for the sick leave buy-out is based on being an employee for 15 years and being at least 55. She is having a hard time with this language. A 15 year employee should be given a little latitude. One scenario the association came up with is if an employee has an illness and is no longer able to continue with employment and would have qualified for the sick leave buy-out but now has to leave because of a medical issue.

S. Hamlyn-Prescott said in Appendix A: Corrective Action Guidelines for Inappropriate Conduct or Poor Job Performance the BNC wants to remove "or other advisor" from the language stating that the employee may have a representative of the Association or other advisor present. There have been concerns that if the employee brought someone else who was not an association representative they might not understand our contracts or Vermont employment law.

D. Fletcher said the association is okay with that change.

A 10-minute caucus was agreed upon. Support staff left to caucus at 6:40.

W. Sander moved to go into executive session to discuss support staff negotiations because premature general public knowledge would clearly place the school board at a substantial disadvantage, inviting C. Gallagher, D. Clark, C. McFarlane and D. Griffiths to remain, K. Orost seconded, the motion was passed and the BNC entered executive session at 6:40. The BNC consented out of executive session at 6:59.

Support staff came back in at 6:59. .

S. Hamlyn-Prescott said, regarding the Resolution of Complaints proposed language, there is already similar language in the contract in the third paragraph of 9.1.

D. Fletcher said that language is regarding a complaint used to evaluate an employee. The language the association is proposing is just saying that support staff would like to become aware of complaints.

S. Hamlyn-Prescott said if a complaint was made and administration was in the middle of an investigation the employee would not be made aware at that time. So we need to look at this language again.

D. Fletcher said the association will reread the existing language. But her understanding is that that is for evaluative purposes only and this proposal is that they wanted to be made aware of complaints and be able to work out the issue.

S. Hamlyn-Prescott said compliance with workplace health and safety laws is already in law. The BNC doesn't see a reason to reiterate law within the contract.

Regarding the Liability Coverage for ESP proposal, liability coverage for support staff is already covered in VSA Title 16. We are not looking to reiterate what is already in statute.

D. Fletcher said employees aren't reading statute; they are reading the contract. The contract is something we can refer to quickly if something occurs. The association is asking to have language placed in the contract where it is easily accessible to employees.

S. Hamlyn-Prescott said the BNC is not looking to add to the contract if there is another place where people can reference it.

S. Hamlyn-Prescott said Rule 4500 says that all staff are able to block. That is something you can do to protect yourself. You wouldn't need any type of physical restraint.

D. Fletcher said our demographics are changing. The high school has 128,000 square feet. She couldn't tell you who is trained in restraint. Are we supposed to let an incident happen rather than helping?

C. Gallagher said there is not going to be liability for you if you are trying to break up a fight and putting yourself between kids. There might be huge liability if you are restraining a student and not doing it in a picture perfect way. Being trained in Rule 4500 is not simple. We use very specific restraints. The law only allows restraint in certain situations. You can block, but if you are not restraining properly you are subject to massive liability.

D. Fletcher said the language from the teacher contract says that annually, the District shall make appropriate crisis response and restraint training available to any interested staff. She never sees anything in her mailbox about that.

C. Gallagher said we have to look at the law. Restraint training is not for everyone. We have designated employees who are trained. If you aren't aware who they are we need to communicate that better.

D. Fletcher said the only ones she is aware of are the behavioral interventionists coming in with the Backpack Program. C. Gallagher said all planning room employees are trained.

D. Fletcher said regarding the language on reporting assault, they are looking for a place where people can go and see what is required.

S. Hamlyn-Prescott said the BNC is okay with the proposed language on reporting assault. We want to emphasize that employees must immediately notify HR.

D. Fletcher said the association will take care of spelling errors in their proposals.

S. Hamlyn-Prescott said this contract will only be for 2 or 3 years. Current administration should still be here during that time. The BNC is not looking to add the proposed language regarding transaction of association business.

D. Fletcher said years ago multiple support staff members at this campus were RIFed and she sent out an email to staff encouraging staff to be professional with students and not talk about association matters. The superintendent at the time said D. Fletcher was not to disseminate union propaganda through the email system. It wasn't even strategy, it was a positive message to stay the course and keep students out of it. The proposed language is what we have been doing but it would be better if it were in the contract.

S. Hamlyn-Prescott said the BNC will draft some language related to the paid holiday proposal.

Regarding the proposal for 4.1.1, the BNC understands the importance of meaningful feedback and will look at some language around it.

D. Fletcher said there are policies regarding floating holidays but not contract language and policy may change with no input from the association. S. Hamlyn-Prescott asked if there is a specific policy separate from the contract. Is it a policy or an understanding? D. Fletcher said she doesn't know.

S. Hamlyn-Prescott said employees cannot take leave time while they are away on military service because they are being paid for their military service.

S. Hamlyn-Prescott said the BNC proposes exchanging salary schedule proposals at the next meeting. D. Fletcher agreed to that.

It was agreed that the next meeting will be February 12. S. Hamlyn-Prescott said salary schedules will have to be sent out on February 10.

Support staff and C. Gallagher left at 7:16

#### **4. Other Business**

B. Barnes moved to go into executive session to discuss support staff negotiations because premature general public knowledge would clearly place the school board at a substantial disadvantage, inviting C. Gallagher, D. Clark, C. McFarlane and D. Griffiths to remain, K. Orost seconded, the motion was passed and the BNC entered executive session at 7:17. C.

Gallagher returned and joined the executive session at 7:28. The BNC consented out of executive session at 7:37.

**5. Adjourn**

It was moved and seconded to adjourn at 7:37 and the motion was passed.

*Minutes submitted by Donna Griffiths*