

Transcript
Bargaining Session #2
December 13, 2019, 1PM
SAC J-149

Candi Churchill: We have begun the session.

Jim Crosland: What?

Candi Churchill: I was just letting people know we have begun. Right here (motioning to audience).

Jim Crosland: Okay. Alright the first issue, you complained that we didn't post notice of this meeting. My information is on the original location which is where it was posted. You or someone of you objected to the location. We changed the location. It was posted there and is posted now. I don't know why somebody would think it wasn't posted.

Candi Churchill: So in posting for a public meeting, in the standards that you would do for the board, because they [public meeting notices] were not [posted] around the campuses as in they were the first time

Jim Crosland: For the board?

Candi Churchill: The first time (inaudible interruption). So it's a public meeting like a Board of Trustees meeting.

Jim Crosland: No it's not.

Candi Churchill: Well, it's a public meeting.

Jim Crosland: Yeah, okay. The only thing we're required to do is to post notice of collective bargaining and I do that everywhere I work, other colleges, cities, counties, school boards.

Candi Churchill: So you felt you met the standard of a public meeting notice.

Jim Crosland: Yes, there is no obligation in PERC to advertise the meetings.

Candi Churchill: What is your...what do you feel you did that met the obligation? A sign on one door?

Jim Crosland: No

Candi Churchill: Okay

Jim Crosland: Not just...Actually I do think that's sufficient, but wasn't that on the website?

Ginger Stokes: On the website.

Jim Crosland: It's published on the website.

Candi Churchill: Where? It's not on the Board of Trustees' page.

Ginger Stokes: It's on our Public Meeting Notice page of the HR page.

Candi Churchill: So

Jim Crosland: I don't know where you got that information, but it's inaccurate.

Candi Churchill: A lot of campuses I work with put it on the Board of Trustees page, and that is where I looked, and then I did a Google search, but I did not find it, but if you're saying it's there, you know, we'll double check. So there's a Public Meeting page and an HR page? That's what you're saying?

Ginger Stokes: Yes

Candi Churchill: Okay, and then you said some notices, printed. Where were those? Just right here?

Jim Crosland: Yes. The bargaining session is here, and I understand it's going to be at different places and different times. We don't have an obligation to notify anyone in Palatka we're going to have a bargaining session here [St. Augustine].

Candi Churchill: Okay, we may disagree on that. I'll talk with our attorney, but that's not what I usually see at public meeting notice between campuses.

Jim Crosland: Well, again, you just didn't find it, and I understand, but it's on the website.

Candi Churchill: It shouldn't take me to research it. The public has a right to know about the meeting. It's not about me being able to find it.

Jim Crosland: That's all I've got to say about that. (4:22)

Candi Churchill: Alright.

Jim Crosland: On the issue of, the other issue you raised in here [cease and desist letter] about leave, and it's my understanding, and I think you were complaining about what Ginger Stokes put out in her correspondence, it's my understanding, tell me if you think otherwise, that, well, let me go down one, two, three. People that are actually on the

bargaining team that you've designated, and I understand that maybe from time to time you might change the members of the team, or they may change themselves, whatever.

Candi Churchill: Sure (5:19)

Jim Crosland: We are agreeable that they can attend bargaining sessions, and they don't have to take personal leave.

Audience member: Can you talk louder? It's hard to hear.

Jim Crosland: That's about as loud as I can talk. There's no mics [microphones] in here.

Candi Churchill: Feel free to come sit closer if you'd like to.

Jim Crosland: I don't care if you move up. I'm not going to yell at you. (laughter) As far as people who have a scheduled work time, I believe is the way its worded which would include your classroom hours, your instructional hours, college meetings, committee meetings. I may be leaving some term out that I don't know.

Bruce Fox: Office hours

Jim Crosland: Office hours. Okay

(inaudible interruption from audience)

Bruce Fox: I have an objection to the office hour thing. I don't think we should have to fill out a form to, not me because I'm here, but these fine people should have to fill out a form to attend a meeting that has to do with their working conditions or their salary. They shouldn't have to ask in advance for permission to attend.

Jim Crosland: Well, if you're on the team, you don't.

Bruce Fox: Yeah, but that's not what I said.

Jim Crosland: But if they're supposed to be doing their ten office hours or something...

Bruce Fox: A person could add an additional hour if they take an hour. We're all professionals here.

Jim Crosland: I'm not debating that, but these people will have to take leave.

Bruce Fox: No, they shouldn't. They shouldn't have to.

Candi Churchill: I'm sorry, what?

Jim Crosland: (asks team members Ros Humerick, Ginger Stokes, Melissa Miller if they have to take leave and they say no)

Melissa Miller: If you're here, no.

Jim Crosland: But other administrators?

Melissa Miller: Yes, you have to use (inaudible)

Jim Crosland: Same thing

Bargaining Team member: (inaudible)

Melissa Miller: (barely audible response about 12 month employees policies having 8-5 work hours)

Jim Crosland: So like a librarian? (inaudible)

Bruce Fox: Like a librarian, it is reasonable. A counselor is reasonable concern. A librarian is a reasonable concern. But instructors...

Candi Churchill: (interrupting) Bruce, let's...

Bruce Fox: I apologize.

Candi Churchill: (to Jim Crosland) Let's hear your list of, you said, one, two, three (inaudible) scheduled work time, and you listed some of what you considered scheduled work time, and then you said administrators who are not on the team...

Jim Crosland: Well, I was just trying to make the point that our side, if you want to refer to it as that, that are not on the bargaining team, but you're an executive or administrator they're subject to the same positions as people on your side who are not on the bargaining team. They're not treated any differently than your people.

Candi Churchill: They took leave last time?

Melissa Miller: No, not last time. We are clarifying that going forward.

Candi Churchill: Is this existing policy?

Jim Crosland: I'm sorry, what?

Melissa Miller: Yes.

Candi Churchill: Where is that policy?

Melissa Miller: 3.1, the one you referred to.

Candi Churchill: We see the change. We don't see this coming from before.

Melissa Miller: I understand. I'm clarifying. (9:08)

Jim Crosland: It's not meant to be a change. I think it's the way we, they, feel it works all the time. Anyway, if you've got more information, please give it to me. Another issue is, I don't know if you want to talk about it now or you want to talk about it later, the next bargaining session... You want to talk about it now?

Candi Churchill: Are you, we're, we have more to say about the memo.

Jim Crosland: Oh, go ahead. I'm sorry.

Candi Churchill: So you said it's not meant to be a change. We see it as different than current practice and 3.1 and so...

Jim Crosland: Tell me what, specifically, you're not happy with and you want.

Candi Churchill: Okay first we have some questions. Maybe that's better. Because like you clarified with some of the postings, it's always possible we missed something, so we do have a couple questions. Have you sent a memo like this about any other on campus event or public meeting? You said this is current practice.

Jim Crosland: I don't know.

Lynn Powers: We have, when things have come up.

Candi Churchill: I would love to see some of those if you have some, so...

Lynn Powers: We probably have it, Ginger...

Candi Churchill: Because, of course, you don't want to treat collective bargaining different than you treat other events on campus. That would be discrimination against collective bargaining.

Jim Crosland: Well, I (inaudible would or wouldn't) agree with you legally that it would be. Look, we're here to try to reach to reach a contract. I'm not here to fight here you over stuff like this.

Candi Churchill: Me either.

Jim Crosland: This just gets in the way...

Candi Churchill: I agree.

Jim Crosland: ...of the substance of what were here for...

Candi Churchill: Absolutely.

Jim Crosland: ...so tell me what it is, specifically, that you would like to see or like to see changed, and we'll take it into consideration.

Candi Churchill: Sure, okay. So our position is...(11:19)

Jim Crosland: Nothing personal, but I believe you're making a mountain out of a molehill.

Candi Churchill: I believe the email was condescending to our professional faculty who are aware and always put their classroom duties and their dedication to the college first, so if you want to talk about a "mountain out of a molehill," I feel the email was received very poorly to the bargaining unit that we represent, and I feel it's a challenge to our constitutional rights, their constitutional rights, to participate in their working conditions. They have a right to be here. The public has a right to be here. You're fine to inform people of current policy. This goes well beyond that in our position, so we would like you to clarify what current policy is and if this is a change from current policy, and we'll look into an unfair labor practice if that's what we need to do. (

Jim Crosland: And if you file an unfair labor practice, it'll be about three years before that's resolved.

Candi Churchill: You're right. I would much rather resolve this here, collegially, and treat each other with respect, as equals, so our position is that this email is confusing. If you're talking to the entire college, we understand that staff have different policies and administrators have different policies, but if you're talking to the bargaining unit, we believe this is a change from how faculty are treated unless, perhaps, you're not meaning that if someone doesn't have a scheduled work activity, then they don't have to take leave. So if you're saying nobody has classes, it's the Friday of break, no one should really take leave because office hours are done, exams are done, so no one needs to take leave.

Jim Crosland: I agree with you.

Candi Churchill: Then why was it sent two days before a public session? Obviously to tell people not to come.

Jim Crosland: Well...

Melissa Miller: I think Ginger was receiving some questions, and she was making an effort to clarify what we expected, and you [Candi] did state it accurately—if your work duties are complete when bargaining meetings are scheduled. We did not anticipate that those faculty would take leave, but if you are a librarian or an advisor, and you are

scheduled to be in your office during those hours, you would be expected to take leave even though they are faculty.

Jim Crosland: That's the way I interpreted is our position.

Candi Churchill: We would recommend you putting it that way because that's not how we are reading it, and we actually agree with that. So maybe we don't have such a disagreement, but that's the problem sometimes sending out something to the whole entire college that maybe could either go to the bargaining unit, or we could discuss or we can clarify together as parties because it looked to us as a way to chill turnout, which is unfortunate and, again, a distraction.

Jim Crosland: I don't care if 500 people show up. It doesn't matter to me. (13:57)

Candi Churchill: Okay, we'll talk about that as a team and see if we've covered everything.

Jim Crosland: But I think that sort of clarifies it, I mean...

Candi Churchill: It helps a lot. Yes, it absolutely does. The other thing in this memo is just kind of silly as well, but the team names are very different, so I just wanted to clarify who is on your team because this has three names.

Jim Crosland: You're looking at them.

Candi Churchill: Okay so is it the list that we exchanged with Betty Ramirez, or is the list in this [Ginger's] email? They're very different.

Melissa Miller: I think that President Pickens clarified that the Executive Management Team was part of the group that didn't have to take leave as they may appear as resources to us, and this is the team.

Jim Crosland: This is the team.

Melissa Miller: But perhaps we could clarify that...

Jim Crosland: You want everybody to state their names to you, so you can check it off?

Candi Churchill: Yeah, I mean, honestly, for me, I understand the three names that are in Ginger Stokes' email. That wouldn't even include you two [Crosland and Miller], so that's my question, but yeah, maybe people could just state their name. Is there anyone not here you could clarify? Okay, yes, I would love to hear your names.

Lynn Powers: Lynn Powers

Candi Churchill: Okay, so you're on this list. Great.

Holly Couillette: Holly Couillette

Candi Churchill: You are new to the team or...

Melissa Miller: She was here before.

Candi Churchill: Oh, okay. That was the one Betty added in a separate email?

Mike Keller: Mike Keller

Ron Brown: I'm Ron Brown. Attorney for the Trustees.

Candi Churchill: Great. Okay, Ron Brown. So you're not on this list, but that's because you're in a different capacity. Thank you.

Melissa Miller: Melissa Miller

Jim Crosland: Jim Crosland

Ros Humerick: Ros Humerick

Ginger Stokes: Ginger Stokes

Candi Churchill: Okay, and so Denise Heekin?

Jim Crosland: She is one of my partners, and she may be here some time.

Candi Churchill: That helps a lot. Just want to know who the parties are. It's confusing.

Candi Churchill: Do we need a caucus? (team motions, No) Okay, great.

Candi Churchill: You were starting to move to a different one.

Jim Crosland: I asked you if you wanted to talk about the next bargaining session.

Candi Churchill: Sure.

Jim Crosland: Okay, between our schedules and my schedule, I'm going to be out of the country for about three weeks, and school's out, anyway, for most of the month, we are proposing, and I'm gonna be honest with you, tentatively, and I have to check on one thing Monday. We are proposing Tuesday January 28th. That's in Palatka, right?

Melissa Miller: That's right.

Jim Crosland: And another issue is because you've raised this issue about the leave and stuff like that, what do you think about having the meeting at 5:30 in the evening, or (h)as what we've discussed clarified sufficiently (?)

Candi Churchill: We teach all the time, so...

Bruce Fox: Fridays are best. (17:51)

Clay Moore: Faculty will be teaching—somebody will be teaching during any time of the day on Tuesday except for the evening.

Candi Churchill: I thought the same thing.

Jim Crosland: So what are you saying? You don't want to meet on the Tuesday?

Candi Churchill: I'm saying, so you're available that whole day? You want us to confirm?

Jim Crosland: I'm just asking.

Candi Churchill: We need to discuss that, but we have discussed in general, and there people on our team and a lot of faculty who teach in the evening, so that's not necessarily a solution, but we can consider that.

Jim Crosland: Well, it's hard to accommodate everybody's schedule.

Candi Churchill: Yes. And that was, in general, why Fridays are best. We don't want to hold up progress, so if you're saying...

Jim Crosland: Well, I can tell you that that Friday the 31st, I'll be in Tallahassee, so it can't be then.

Candi Churchill: Okay, but the next available for your team is the 28th and is it all day? Or what is the availability, and I'll get with my team on a caucus.

Melissa Miller: It is all day for us.

Candi Churchill: We'll discuss it today. So we'll confirm.

Melissa Miller: It is not until a Friday in February (all our schedules are open).

Candi Churchill: Do you have other possibilities so we can maybe schedule in advance?

Jim Crosland: We do. I think the date I remember correctly, that everybody was clear was February 28th.

Melissa Miller: 21st

Jim Crosland: Yes, February 21st which is a Friday.

Candi Churchill: So these [dates] are kind of monthly? Is that what you're looking at?

Jim Crosland: Yeah, pretty much.

Candi Churchill: Do you have more for us today?

Jim Crosland: I've got some proposals...

Candi Churchill: Great.

Jim Crosland: ...if that's what you want.

Candi Churchill: Yes.

Jim Crosland: Do you want those now? Or are you going to break on the other issue?

Candi Churchill: Go ahead and do it now, and we'll break on everything we need to discuss. (20:15)

Jim Crosland: As I told you when the first time we met, we would have some proposals for you today. Don't have a complete package. Generally not the way I do it. (inaudible). Some kind of proposals...there's a number of these, and I'll go through it with you, and tell you some I kind of like...give you our position. Also, just to be transparent, our bargaining approach is that the package bargaining, so we'll give you these, and let's assume something's agreed to, let's assume something your proposal is agreed to, tentatively, it tightens bargaining as I'm sure you know, nothing's agreed to until everything's agreed to, so I won't sign off on anything, but if we say, today, for example, Recognition is agreeable to both sides, that's fine, but everything can be written(?) too as far as the package. That's just the way I do it.

Candi Churchill: Can you help me understand why? Because I prefer to sign it, and it's done unless we need to bring it up and mutually agree that there's been some change—that it's nice to know “that's out of the way.” So what's your philosophy?

Jim Crosland: My philosophy is package bargaining. We'll give you stuff. We hope it's acceptable, but until we reach a total agreement on wages and all the other academic articles, leave, and all that stuff, we don't have a complete agreement.

Candi Churchill: Well, if the parties, we don't have any intention of this, but if the parties went to impasse, you only go to the things that are in dispute, so are you saying nothing's really settled because the package isn't settled?

Jim Crosland: That's right. That's the way...

Candi Churchill: That's very inefficient. (23:40)

Jim Crosland: Yeah, I find it to be highly efficient.

Candi Churchill: How does that help us come to an agreement if we can't, really, something's done, but not really done, it could always change, how do we...

Jim Crosland: **I'm telling you, we'll take the whole thing to impasse as a package.**

Candi Churchill: We don't appreciate that approach.

Jim Crosland: Okay

Candi Churchill: (inaudible) How can we have your word when you say you don't agree to something until you put it on the table. Right? Like what if we agreed to Recognition today, not that that's very controversial, you're saying through impasse you could just rewrite it?

Jim Crosland: **I might not. I might not rewrite it, but it would be part of the package, and when it goes to the special magistrate, he's gonna rule on the package. That's our philosophy and our position.**

Candi Churchill: It doesn't...it doesn't sit well, but that's your position.

Jim Crosland: Alright. You want me to run through what these are?

Candi Churchill: Sure. Anything you want to highlight.

Jim Crosland: Well, and I'm kind of going off your numbers for the moment. I haven't given assigned numbers to ours but well on the Recognition clause, I'm giving a counter proposal which includes specific job descriptions.

Candi Churchill: And is this basically the PERC certification?

Jim Crosland: Yes, you can double check it.

Candi Churchill: Yeah. I gotcha. That's understandable.

Jim Crosland: Article II is Definitions. Now, I have some contracts with definitions. I have some that don't have...I'm just saying let's just pass on that because we don't know what we're going to agree to. Article III, one of your sections, Duration of Agreement, of course, duration is negotiable like all the other terms of the agreement, and you know, and we're rejecting your proposal that (inaudible).

Candi Churchill: Sure, gotta start somewhere. (26:45)

Jim Crosland: And also, your other proposal in there about a month of your agreement both parties opening up two articles each year, my experience has been each side opening up two articles of their choosing is really opening up a whole contract. You guys usually pick something that's very complicated and difficult like compensation. So I really don't, I'm just telling you, I don't favor that approach. When you're (inaudible) maybe a three year, a two year, when everything's locked down, but I'm just being honest with you, when you have a new relationship, I find it better to have a one year to start with so (inaudible).

Candi Churchill: So just to clarify, if our contract, if you were to accept the structure of it, Compensation is figured out for three years, and we could say Compensation is not, would not be bargained, we would not want to be in a state of perpetual bargaining. I agree with you. It's good to have it all locked (inaudible). We only put a couple of openings in case we need to fix some things. It's a new contract.

Jim Crosland: It's very difficult in this state, the college system, to negotiate three years of compensation. (inaudible)

Candi Churchill: Yeah, it was a lot of work. So you prefer a one year lock down, two year lockdown, three year lockdown (?)

(29:37)

Jim Crosland: Yeah, and realistically, I think it's what we're after the first year. (inaudible). The next one is what you call Supremacy and Severability. I've got a counter for you on Severability and Prohibition Against Re-opening of Negotiations. Pretty much, let's say (inaudible). The last one is called Non-Assignment. I'm not sure what you're what you're driving at. The one called Waiver, I'm rejecting that, and I think the issue of waiver (inaudible). I think there's so many individual issues that come off in different articles about (inaudible). We're not going to agree to some blanket waiver (?) (inaudible). Non-discrimination, you have one called Non-discrimination? (29:05)

Candi Churchill: Yes

Jim Crosland: There's a counter on that one.

Candi Churchill: Can you summarize your intent because ours is basically the college's current policy.

Jim Crosland: I've changed the covered categories to match the college policy.

Candi Churchill: But we cut and paste from the college policy. Is there a difference?

Jim Crosland: I'm not sure there's a huge difference.

Candi Churchill: Let me just quickly check.

Jim Crosland: We both agree that nobody should discriminate against people (inaudible)

Candi Churchill: This is exactly the same as college policy. I think you also just changed the college and the union. We said St Johns River State College.

Jim Crosland: The next one Contract Printing and Distribution. I don't have it for you, but we are (inaudible)

Candi Churchill: Sorry, these are in a different order, so...

Jim Crosland: We're agreeable to putting it on the website.

Candi Churchill: So you're counter is no printing?

Jim Crosland: Right

Candi Churchill: But it's not here [in writing], right?

Jim Crosland: We've got it. The reason I appear confused is for some reason the package...(inaudible).

(33:28) end of first video (part 1 of 3)

Part 2 of 3

Candi Churchill: I see. Okay (0.02)

Jim Crosland: Dues Deduction. I guess we're going to agree with that but (inaudible)

Candi Churchill: What is your view of that? Is there a rationale for the differences? (00:35)

Jim Crosland: It's just I think (inaudible) taking any of your rights away. You're entitled to a dues deduction. (inaudible) ... Your section on Use of Facilities, basically...we're going to pass on that

Candi Churchill: Pass on that. Just no response right now?

Jim Crosland: Am rejecting Section 2C. about the union to be allowed to give an update at department campus and college meetings. Your Locked Filing Cabinet proposal, I'm rejecting.

Candi Churchill: We're asking a little too much there?

Jim Crosland: You can keep those files in your car. You have an SUV, don't you?

Candi Churchill: No, I don't. I have a hybrid. It's small. (2:27)

Jim Crosland: Your Access to Faculty will be rejected.

Candi Churchill: Do you have a rationale?

Jim Crosland: Yeah, I do. You're the collective bargaining representative. You have the right to bargain, and you have the right to represent them with grievances and other matters. You don't have any constitutional right, to use that word, to come on campus and speak to them and have meetings with them.

Candi Churchill: The faculty are the union. I'm not asking for myself. (3:18)

Jim Crosland: No, I mean...

Candi Churchill: It's very standard.

Jim Crosland: In some contracts

Candi Churchill: In most, there's some kind of presentation of information. It actually, kind of, avoids problems because there's an introduction and education. It's not a promotional membership pitch. It's factual.

Jim Crosland: Access to Information, a lot of that is going to be okay, but (inaudible) we put a counter on that with specifics. Certainly some of the stuff we won't have any objections to. Consultation with the College President is rejected. (3:56)

Candi Churchill: That's also pretty standard. Is there a reason?

Jim Crosland: UFF is the representative. If there's issues, you're supposed to bring it to the people who have been hired to represent the college. Me or the General Council. There's no reason to be meeting with the [college] resident. He's not going to bargain with you folks about anything.

Candi Churchill: As it says, "[Such meetings] shall not be construed as a substitute for collective bargaining. So the president doesn't want to meet with UFF once a semester? (4:51)

Jim Crosland: I am the chief spokesman for the college at these negotiations. I am saying your proposal is rejected. I'm not saying the president wants or doesn't want a meeting. I'm telling you that's our position. There is no need for that.

Candi Churchill: Just to inform you of our intent, this is something that has improved relations between the parties around the state, and the idea is not at all to substitute for grievance or collective bargaining, which this says. It's a way for the UFF president and the college president, because the UFF president also isn't on our team, it's a way for the presidents to talk about kind of the atmosphere and anything they want to talk about. Often, actually, the presidents bring items to the faculty representative, and it's productive. I'll just tell you that. (5:41)

Jim Crosland: Look, don't misunderstand me. If, in a given occasion, on a specific issue, it is brought to the president's attention that somebody wants to meet with him and talk about something, I'm not saying it wouldn't happen. I'm saying I don't favor putting it in the contract as an obligation. You get the difference?

Candi Churchill: I do, yes. We would prefer it to be in the contract for both parties, but I understand your position.

Jim Crosland: I guess the Release Time proposal on your part is somewhat akin to what we talked about earlier, in a meeting, about people being allowed to come into meetings and stuff. So we'll give you a counter on that. (7:00)

Candi Churchill: Right.

Jim Crosland: But I think we clarified about people on bargaining units. I understand, as Melissa points it, this is far more extensive than what we've talked about.

Candi Churchill: Yes. Your at C. It sounds like. [of Section 7. Release Time]

Jim Crosland: Grievance Procedure, we'll give you a counter on that at some point. Discipline, we'll give you a counter on that at some point. Reduction in Force, we're giving you a counter.

Candi Churchill: Since you're going through these, is there a time or a session where you anticipate being able to discuss one of these. (8:16)

Jim Crosland: No, not at the moment.

Candi Churchill: If ever you know for sure we're gonna talk about X at the next session, we'd love to know that.

Jim Crosland: Evaluations, (inaudible) (8:40) Same with Faculty Working Conditions, obviously Compensation, Benefits, which is part of Compensation, Leaves (inaudible). Let me ask you a question before we go any further. On pg. 29, you've got one called Other Job Titles and Duties

Candi Churchill: Yeah

Jim Crosland: Will you explain what you're talking about?

Candi Churchill: Sure. So this really is a catch-all. We tried to put in the contract every existing job duty policy, and there are a couple titles that just don't have anything written, so what we thought would be, almost like a placeholder for now, is that those job duties would not change without collective bargaining, so I think it was an advisor. (9:34)

Clay Moore: So Directors in Workforce was the change. There were no job descriptions that were available. We didn't have any at the time, and so this was just something to put in there (inaudible) because we don't know what they are.

Candi Churchill: If there is something and we just haven't seen it or where to find it, it could go in here for Directors of Workforce as long as it's current and as long as we negotiate it. That was the intent.

Jim Crosland: Before we go any further, let me ask you another question. It's on pg. 36, Right to Bargain, don't think I've ever seen that (inaudible)

Candi Churchill: Yes, it's just affirming state law that we maintain the right to bargain salaries and working conditions, and we're not waiving our rights. I have it in some other agreements. It shouldn't be too controversial. It's a state law. It's just been seen, as you mentioned in the Waiver article, that if something is not in here, we waive our rights, and so we're saying an affirmative, no, we have not waived any of our rights. We maintain those rights just as you maintain management rights.

Jim Crosland: Well, I'm glad you brought that up because you're (inaudible) (12:00)

Candi Churchill: I'm not shocked.

Jim Crosland: (inaudible)

Candi Churchill: That's good.

Jim Crosland: That's a joke.

Candi Churchill: Did you say something about benefits?

Jim Crosland: I just said we'll give you a counter. We will be giving you a counter, well it's not a counter because you've already included (inaudible). You did put in something called the Bargaining Unit Member Rights, so I'll give you (inaudible). Academic Freedom, we'll give you a counter on that. You have a Right to Privacy section that, I'm not sure I've seen that too often, Subsection A, in contracts. I don't know why you feel necessary. You don't have to explain it, but your position is no random drug testing?

Candi Churchill: Well, it says "to the extent permitted by State and federal law." (13:45)

Jim Crosland: Now that's Drug-Free Workplace policy. That's state law.

Candi Churchill: Right

Jim Crosland: I take it's from the next page.

Jim Moroney: Don't you need reasonable, I'm sorry, don't you need reasonable suspicion to instill random drug testing? In other words, if you suspect someone is...

Jim Crosland: That's the case in most...reasonable suspicion is the right term. There's definitions for what that means. Random drug testing is just that. There are fifty different ways (inaudible).

Jim Moroney: It's not required, random drug testing. For random drug testing, is that specifically required to be considered a Drug-Free Workplace?

Jim Crosland: By the Florida statute, no it's not required. Now, random testing is required for certain jobs that such as safety, law enforcement. I don't know that there's anybody in your unit that will meet that definition, but it's a negotiable issue. I've got (inaudible). Safe Workplace, as I read this, I kind of look at it as covered under the Non-Discrimination part of either yours or ours. I don't know that you need all that stuff in there, but think about it. I know you have a policy on discrimination. It's pretty extensive (inaudible) and we agree on the goals of it. Personnel Files, we will give you a counter on that. Intellectual Property, I want to check with Melissa and review again the Intellectual Property (inaudible) to see what degree your proposal may vary. It may not. (inaudible). (17:29) Outside Employment, your language is rejected. You'll probably get a counter on that. Faculty Offices, as it's written, it's rejected. We'll study this and probably get you a counter. Parking is rejected. Enhancement of Professional Skills, we'll give you a position on that later. (18:29) When I say a counter, what I really mean is I may give you language, you know, that may be modified off yours, may be totally new language, or the counter may mean we just simply reject your proposal.

Candi Churchill: Right, the one's you're rejecting, you're rejecting right now. And the ones you're saying you'll counter, you might reject later.

Jim Crosland: Right.

Candi Churchill: No promises. (18:50)

Jim Crosland: Tuition Reimbursement, we'll pass on that or hold, as I said.

Candi Churchill: And that means, just not commenting right now.

Jim Crosland: Right. Minimum Credentials, we'll pass on that. Selection of New Faculty, we rejected. Vacancies and Transfers, rejected.

Candi Churchill: Do you have a comment on Selection of New Faculty? Why that's being rejected?

Jim Crosland: It looks like, to me, you are, essentially, putting current faculty in a position to select, make the decision with new faculty. Certainly the way it implies to me.

Candi Churchill: Well, it's a screening (inaudible). It's a way to keep the quality of the college based in the discipline. Because while management has expertise and experience, of course, the faculty in biology know more about what the biology department needs. Our intent is not to make all the decisions. Our intent is to screen applicants and have a voice.

Jim Crosland: Okay, well, we'll study it, but I'm telling you certainly the way it's written now is not acceptable. Vacancies and Transfers, that's rejected. We'll give you a counter on that. Access to College Mail, we'll give you a position later. Is it your position that your Section 15 is state's current policy?

Candi Churchill: Yes, it should. That's our intent. (21:11)

Jim Crosland: Committees is rejected.

Candi Churchill: Now, this exists, so we just don't want it in the contract? It does do some additional...

Jim Crosland: It does do some additional stuff. I'm not saying that we won't address committees in the contract. I'm just saying, as written, it's not acceptable. We'll probably give you a (inaudible) on that. Legal Assistance, we have a policy on that, don't we?

Melissa Miller: We (inaudible) (22:00)

Jim Crosland: I don't think this language, the intent of your language is a problem, and I'll check and see what the current one is, but I don't see that as a big deal.

Candi Churchill: Yeah, we were trying to (inaudible) with existing text.

Jim Crosland: Weingarten Rights, we agree that you're supposed to have Weingarten Rights as the case law dictates. I don't know that your language completely captures the "dos and don'ts" (inaudible). Why do you think it needs to be in the contract? (23:00) It's law anyway.

Candi Churchill: So my philosophy is that his contract this contract should be as easily accessible and as informative as possible to bargaining unit and the faculty. It's not just a contract for attorneys or HR. We want our bargaining unit to know what their rights are and to have things in here that make sense so they learn about them. So that's why it's in here, that they know their rights. It's really just fact, as you said. This is existing practice,

so we want to put things in here so that it educates people, that they're aware of their rights.

Jim Crosland: Okay. Retired Faculty Members, rejected. Let me ask you a question. Is it your intent on this article that if we agree to some form of this that it's meant to apply to current faculty that one day will retire as opposed to people who will retire?

Candi Churchill: I would think it would apply to all of them. We have no enforcement for retired. (24:50)

Jim Crosland: You can't bargain for a retired faculty.

Candi Churchill: Right.

Jim Crosland: I mean, I know you know that.

Candi Churchill: Yeah, right, so I would note that the policy (inaudible) retired faculty, but our intent was so that people are aware of the expectation (inaudible). Retired faculty can no longer bargain.

Jim Crosland: Let's see. I think there are a couple more counters here for you. Civility and Professional Behavior (inaudible) (25:21)

Candi Churchill: Civility and Professional Behavior, is this a policy somewhere?

Jim Crosland: There may be, but I would rather this.

Candi Churchill: Okay. "All members of the College community should be able to work and learn in a safe and mutually respectful workplace and learning environment. Members of the Faculty will treat each other, staff, administrators, trustees, students, guests and members of the public with respect and expect the same in return." So what's your intent with this? Professional behavior?

Jim Crosland: Well, as you said, a couple times, we're professionals, and we agree. They should act professional. I've had some incidents at other schools, people saying (inaudible) bad things about other people, administrators and (inaudible). There's no place for it.

Candi Churchill: Well, so what is "mutually respectful" ?

Jim Crosland: I'm not going to give you any (inaudible)

Candi Churchill: No, I mean most people would agree with this in the abstract, but what if somebody thinks it's disrespectful to disagree? In a college environment, there's a lot of debate and intellectual diversity, so that's, I'm just wondering who decides what's respectful?

Jim Crosland: Well, I guess if somebody said something that [was] inappropriate (inaudible)...standards (inaudible)

Candi Churchill: What is one person on your side thinks something is respectful and another person doesn't?

Jim Crosland: It's not gonna be like pick and choose who makes the decision (inaudible). It's a college position.

Candi Churchill: We would like a little more clarity. (inaudible). Because I've seen, again, where just disagreeing and speaking up is considered disrespectful (?) Now maybe we've covered it in Academic Freedom, but right now we don't have your counter on Academic Freedom. This is a different one.

Jim Crosland: Okay, we'll (inaudible). I'm sure you'll love Strikes.

Candi Churchill: Yeah, the problem here is obviously, picketing. This goes beyond the law. When it's in the Constitution, and it's again sending a chilling effect that you don't have the right to assemble. Constitutional rights.

Jim Crosland: You do have a right to assemble. You have the right to peacefully picket (inaudible). We anticipate faculty here will engage what would be legally described as a strike, as you, and I know you know that in Florida, the PERC law, there are strict penalties for work stoppage (inaudible)

Candi Churchill: Yes

Jim Crosland: Even if the employer doesn't want to do anything about it, PERC can.

Candi Churchill: Right

Jim Crosland: And this, you might say, well, we know we can't strike, (inaudible) we want you to know you can't strike.

Candi Churchill: You also can't lock us out.

Jim Crosland: Absolutely. I will agree, I'm telling you right now, I will agree to put a no lock out clause in there.

Candi Churchill: Okay, we'll discuss that (inaudible). I think we need a caucus unless you have anything else.

Jim Crosland: No, I think there's a room

Melissa Miller: In there?

Candi Churchill: No, I wouldn't mind a reminder

Melissa Miller: There's a classroom

Lynn Powers: It's in the email [room number]

Candi Churchill: So, just to let you know, a member of the public is recording, so you may want a caucus room as well. We just didn't, and everyone here, this room is where the public meeting is, so if you want to go somewhere else and talk because, it is recording. Just letting you know.

(31:24) end of second video (part 2 of 3)

Part 3 of 3

Candi Churchill: A couple of our team members have a couple things to say, and we want to respond to some of your counters.

Jim Crosland: Alright

Candi Churchill: And then talk about scheduling.

Jim Crosland: Okay.

Candi Churchill: So, Matt

Matt McAllister: Recently, what you've given us today, we know some of you, we know all of you, most of you so well. We work with you day in and day out and are almost always impressed by your work and think of you as great colleagues and administrators and that you do your jobs extremely well. We are unanimously, woefully disappointed in the amount of work that has been put into this [administrative team's seven articles]. We think in six weeks a lot more could have and should have been done, and we know what you're capable of. Some of you are superhuman almost in the amount of work you are able to do. We really hope to see a lot more progress in the future so we can move forward with this, with this negotiation quickly. We're here in good faith, and we mean that. Honesty and sincerity of intention is the definition of good faith, and we're all here in that spirit—genuinely. No one's here to pick a fight. That's nonsense. We hope that is reciprocated on all ends. We believe that it is. We need to see more work, please. This needs to be moving a long quicker. (1:35) We also think that you may want to reconsider this philosophy of package bargaining. Good faith says that once we sign something off and put it to the side and concentrate on more difficult and tricky things. Package bargaining says that's never an option; something can change five minutes before the last/next session. And again, this is unanimity not just my team here but among the members of the bargaining unit present. Maybe that's advice you've been given. We hope you question that advice and come to a different conclusion. We want to move

forward, and we want to do this in good faith. We like the relationship we have with you, and we want this to be a positive experience, and we hope and believe that our relationship can be strengthened by this process, and that this can happen in a way that, maybe, isn't reflected much in media and our politics today but is so urgent right now. If we want a package deal, we need the package and not seven pages. Some of them have two sentences on them. If we worked with this kind of feedback, you'd gleefully fire us, and we should be fired for that kind of feedback. So that's it. We like you a lot. We do. We do. We're so impressed by you, and you're so supportive of us in our jobs, and we expect more. We expect from you now what you expect from us everyday. That's all that I have to say. (3:09)

Candi Churchill: Well said.

Jim Crosland: Somebody else...a couple, you said.

Candi Churchill: Sure

Aaron Knowles: So, yeah, I had, about the email sent on December 10th, a question about attending a public meeting versus attending a bargaining meeting. Previously, in the past, I personally have attended a majority of the Board of Trustees' meetings since I've been employed here and have never been asked or told that I needed to submit leave to attend these meetings because their public meetings. This email specifically says if you "would like to attend a bargaining meeting," which is also defined as a public meeting, but in here, it only says "bargaining meeting," you need to submit "a leave request form," which discriminates this specific meeting from the definition of what a public meeting is. So does, two questions, does only bargaining meetings apply to needing to submit a leave request, or should it be all public meetings? And then, additionally, do administrators that are not participating in the board meetings but just attending also have to submit leave for those meetings? (4:28)

Jim Crosland: I'll try to answer your question if I remember all the points you made. First of all, whatever happens with the administrators, it has nothing to do with you folks. One doesn't have to be the same as the other. It may be the same. I'm not making any kind of...

Aaron Knowles: That's a fair response.

Jim Crosland: Secondly, I thought we had kind of resolved this today. We made it clear that if you, I think you sort of agreed on these, people like the librarians and counselors, maybe, it is, that they are kind of what I call regular office hours, and they need leave if they're gonna step out of that.

Aaron Knowles: But this only addresses bargaining meetings. It doesn't address any other meeting, so if a librarian wants to attend a board of trustees meeting, according to this email they don't need to spend leave. Now I understand that they do because their position is 8-5, and I understand that. I'm just saying for clarification purposes if I have

office hours that start at 2:30, do I need to submit leave for an entire day because I attend board of trustees meetings that start at 2? (5:52)

Jim Crosland: You know what, I don't know what you have to do with the board of trustees meetings. To me, they're two separate issues. You want to bargain about this whole issue, you've got an article with four to five sections in it. We're gonna bargain about that stuff, but I thought to get past this, we had made it clear for people that are professors that if they're not engaged in their classes, their office hours, committee meetings, or other college meetings, they could come to these meetings without having to request leave.

Candi Churchill: If we could get that sent to the bargaining unit from someone on your side as a clarification, that would help because... (6:42)

Jim Crosland: Well, I'm clarifying it for you now.

Candi Churchill: But they're not all here, and they got that email that they read as you need to take leave if you are not on campus.

Jim Crosland: Okay, I'd be happy to do that.

Candi Churchill: That would really help, yes.

Jim Crosland: If that gets rid of this issue we're wasting time on.

Candi Churchill: I agree. Thank you. It really will help because the reason we had a caucus was to see if people were satisfied and clear, and this was the question that we had, so thank you. (7:08)

Jim Crosland: I'll take care of that, Candi.

Candi Churchill: So before we get to scheduling...oh, yes

Jim Crosland: Let me respond to your question, please, and I want to be perfectly frank with you. We provide legal council to the college. It is our recommendation that these negotiations be conducted, what I call from our side, package bargaining. It's a tried and true technique. It's been litigated in the state of Florida, upheld as perfectly okay. There's nothing wrong with it. You may not think it's right or whatever word you want to put on it, but I'm gonna be honest with you, that's what we're going to do. And you can bargain over a period of months or years and tentatively agree to something and then something happens down the road from the other side that you say, well, wait a minute, in light of this, if we agree to this other thing, then we can't get that thing we agreed to six months ago. It's essential for our side, and it's perfectly legal, so I don't want to (inaudible) and we're not going to abandon that. And I can speak from (inaudible)

Candi Churchill: It's kind of funny because we actually presented a package. Right? (8:59)

Jim Crosland: That's not what I mean.

Candi Churchill: Well, this is actually a package.

Jim Crosland: That's not the same as package bargaining.

Candi Churchill: Then tell me how you see it because I don't bargain this way. I would like to understand your philosophy.

Jim Crosland: How I see what?

Matt McAllister: What's the advantage?

Jim Crosland: What?

Candi Churchill: When will we get the package? What's the package?

Matt McAllister: If we do package bargaining and we get six pages at a time...

Jim Crosland: We will give you additional proposals when we feel it is appropriate.

Candi Churchill: That's not a package.

Jim Crosland: That's not what I'm talking about when I say package bargaining.

Candi Churchill: Okay, then what does it mean to you?

Jim Crosland: Package bargaining is you can agree to a number of things, but until you reach an overall agreement on every article, you have not reached an agreement on anything. (9:43)

Candi Churchill: So that's more what goes up for ratification? So the tentative agreements are tentative. I understand that. That's why they're tentative agreements, but you're saying you don't have a commitment to them, you won't sign anything?

Jim Crosland: (10:05) No, what I don't...again, that's another issue. I don't sign off on articles (inaudible). I just don't do it. We reach an agreement on something, it'll probably be okay, but we do reserve the right to change our position. That's perfectly legal, and, but, as I said a few minutes ago to this gentleman, things change in the course of bargaining. You may have tentatively agreed on something, and then come up with different positions on stuff you've already talked about, and say we have a mini package for you today. Well, if you'll agree to these five articles, we'll agree to these three that you've proposed us, or these six or something like that. That's the way I negotiate. It's

been litigated. I want to be respectful, but don't tell me it's an unfair labor practice or something. I've been around forever. It's not.

Candi Churchill: I didn't say that. I said...

Jim Crosland: I know.

Candi Churchill: We, I don't think...I'll just tell you our philosophy I think is actually package bargaining. It is we spent a lot of work. It took a while, but we didn't waste your time. We didn't start bargaining in April when we weren't ready. We gave you an entire package, well-researched. We presented it, answered questions, and, you, when might we see your package? And then we can actually get to work. Because if you're not really going to agree to things that we can count on, like if we signed three things today, you're saying it's easily changed later on, and you're not really wedded to it. You're not going to even sign it.

Jim Crosland: It's changed, perhaps, because of the progress of the bargaining.

Candi Churchill: When will we see a package if this is package bargaining? (12:07)

Jim Crosland: I don't know. If you mean a package like are we gonna come in with one of these and give it to ya, no.

Candi Churchill: When?

Jim Crosland: I don't know. I will give you more proposals at the next meeting. It might be two. It might be eight.

Candi Churchill: At some point, you anticipate giving us a package? (12:26)

Jim Crosland: Uh (shaking head no) you probably describe a package also as some sort of counter on all these. Some of these things, I'm just being honest with you, I don't know whether, how many of you have actually done this stuff before. I know Candi has.

Candi Churchill: Well, Jim has, and he says it usually takes about four weeks to get through a contract. He is a professional.

Jim Crosland: He's living in a different world than I am.

Candi Churchill: Okay.

Jim Crosland: That's it. (13:09)

Candi Churchill: So we cannot expect a full package at any time? You don't know.

Jim Crosland: I don't know. I may give you six proposals next time. Eight the next time. Four more. I may give you a proposal, then change it.

Candi Churchill: So you understand, though, our frustration...

Jim Crosland: It's just collective bargaining. (13:25)

Candi Churchill: No, it's not. Not for a first contract. You could easily speed this up by actually responding to everything at once and giving us a complete package in response, and then we could look at that and come prepared and actually come to an agreement. We could even do like a session where we go back and forth. Print things and get the thing done. The way you're talking about, yes, it will create more billable hours, but it doesn't mean we're not getting a contract.

Jim Crosland: I've heard it all before It doesn't bother me, by the way.

Candi Churchill: It doesn't look to me like we are gonna get to a contract in 2020 at this rate. You're talking about monthly meetings, two articles at a time, two to five, maybe.

Jim Crosland: I don't know whether that's an accurate prediction or not. I will tell you—not a prediction—I will tell you for the first contract, Tallahassee Community College, it took us two and a half years.

Candi Churchill: Oh, I know, and you took everything to impasse, and that is, in my opinion, not the best way to treat your faculty. It's good to come to an agreement and to actually operate in good faith where we say here's what we would like to see and here's what we'd like to see [meaning you], and then we can see, where do we match up? Where do we align? Where do we have big differences? I know we have different strategies, and I understand your experience over many more years than me, but I thought we wanted to get to an agreement sooner rather than later, but maybe we don't share that. No comment? (14:26)

Jim Crosland: You expect a good response from me? (laughing)

Candi Churchill: It'd be good to get this done.

Jim Crosland: What about the dates?

Candi Churchill: Alright, so you've only given us one date in January and one date in February, so we feel obliged to take them. So we would accept Tuesday, January 28th. We propose 4-6 PM in Palatka. Tuesday is not a good day. It's a high teaching day. Our chair of the bargaining team has a lab the whole day, so we do not want to see Tuesdays become the norm. Friday(s) is our preference, and it's best for the general faculty, so we are proposing, well, we're agreeing with you on Friday February 21st. We're proposing 2-4PM in Orange Park, and then we're gonna propose basically every Friday except for Spring Break, so we're looking at Friday February 28th, March 6th, March 13th, March

27th, April 3rd, April 10th, April 17th, April 24th. And that's with our hope of getting to a contract not monthly, but weekly meetings to move this forward.

Jim Crosland: Orange Park, what time did you say?

Candi Churchill: Okay, so...

Matt McAllister: 2-4 on the 21st of February

Beryl White-Bing: What time on the 28th?

Aaron Knowles: 4 o'clock. Tuesday in January was 4 o'clock.

Candi Churchill: They're all 2-4. Sorry, Tuesday January 28th will be 4-6. All the other sessions will be 2-4. We would be open to meeting longer, but it seems like two hours might be reasonable. We could definitely do 2-5 or 2-6, but...

Jim Crosland: You're saying every two weeks after that?

Candi Churchill: Every week.

Jim Crosland: Ha, that's not going to happen. (16:47)

Candi Churchill: Well, this is what we're willing to do to get the work done. You can come back with what you're willing to do. So can we confirm the 21st and the 28th ?

Jim Crosland: Yeah, and I did say to you on, when I first threw that [date] out, on the 28th of January, I did tell you that I have a hearing on the 27th which I think is one day, but I could be required to be back the second day. I'm gonna check with this other client very soon, and I'll let you know in case it's a problem. I don't wanna get to the last second and say I can't come.

Candi Churchill: But you'll know that fairly within the next week or so?

Jim Crosland: Well, they'll call the client and see if they'll tell me now.

Candi Churchill: We'll hold it and assume...and if it changes...

Jim Crosland: But if it has to change, that one may have to change.

Candi Churchill: Okay, so for sure we have the February 21st?

Jim Crosland: Yes, is that alright?

Melissa Miller: Yes.

Jim Crosland: We done?

Candi Churchill: Oh, I had some responses, so I signed proposals, so we're willing to sign Recognition and Non-Discrimination. We reject your Civility and Professional Behavior. We reject the Strike language, and we will get back to you on Severability and Contract Availability, and Dues Checkoff.

Jim Crosland: You reject Strike, and what was the other one?

Candi Churchill: We reject Civility and Professional Behavior. We have a lot to say about that, but we will reserve it for another time. If you would like to sign Recognition and Non-Discrimination.

Jim Crosland: Just tell me they're accepted. That's all I need. I believe you.

Candi Churchill: I'm gonna keep a file of TAs, and I will take a note that you've accepted. Initialing is signing...

Jim Crosland: We done?

Candi Churchill: I think we're done.

(20:08) end of third video (part 3 of 3)