

STATE OF FLORIDA  
PUBLIC EMPLOYEES RELATIONS COMMISSION  
CASE NO. SM-2017-023

TALLAHASSEE COMMUNITY COLLEGE  
BOARD OF TRUSTEES,

and

**VOLUME 5**

**Pages 463 through 543**

UNITED FACULTY OF FLORIDA.

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PROCEEDINGS: IMPASSE HEARING

BEFORE: M. SCOTT MILINSKI,  
SPECIAL MAGISTRATE

DATE: Thursday, March 1, 2018

TIME: Commencing at 10:05 a.m.  
Concluding at 6:15 p.m.

PLACE: Tallahassee Community College  
Hinson Administration Building  
1st Floor Eagle's Conference Room

REPORTED BY: LAURA MOUNTAIN,  
Court Reporter  
Notary Public in and for  
the State of Florida at  
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APPEARING ON BEHALF OF TALLAHASSEE COMMUNITY COLLEGE:

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and

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APPEARING ON BEHALF OF UNITED FACULTY OF FLORIDA:

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and

MARTIN BALINSKY, FACULTY REPRESENTATIVE

\* \* \*

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1           SPECIAL MAGISTRATE: Wait, I'm here. I'm moving  
2 out of here. Wait, hold on.

3           THE WITNESS: Let me get back to them. So this is  
4 the credit hour rate. So currently -- for comparison  
5 sake I usually use the Master's rate. So currently we  
6 pay 1,200 for fall and spring, and we pay an additional  
7 higher rate in the summer. So not only are we proposing  
8 to lower the rate, but we want to make that one rate.  
9 And the reason, again, is we have settled on the  
10 extended contract that was a 20 percent increase to  
11 their base salary.

12           So if you work in the summer and take on those  
13 additional duties, you're getting a 20 percent increase,  
14 which is significantly higher. So we want to retain the  
15 credit hour rate for extra teaching assignment at the  
16 same rate.

17           So the next page is the clock hour and clinical  
18 clock hour. We have -- so I think we've agreed on it.  
19 So the clinical clock hour, which is -- we've agreed on  
20 that. The clock hour rate, there's still a little bit  
21 of a difference there between what we're proposing.

22           SPECIAL MAGISTRATE: Help me out here. What do I  
23 need to know on here?

24           THE WITNESS: There are --

25           SPECIAL MAGISTRATE: Here's the clinical --

1           THE WITNESS: Yeah, there's three ways that we pay  
2 those extra teaching assignments. One is the credit  
3 hour rate, and that's the big one. That's the one we're  
4 going to talk about the most. The other is the clock  
5 hour rate and the clinical clock hour rate.

6           SPECIAL MAGISTRATE: Someone is going to explain  
7 those to me?

8           THE WITNESS: Well, we talked about it a little  
9 bit yesterday, the Provost did, so --

10          SPECIAL MAGISTRATE: Yeah, that was yesterday.

11          THE WITNESS: When we -- she does a better job.  
12 That's why I said that.

13          SPECIAL MAGISTRATE: I'm putting it in context  
14 with this.

15          THE WITNESS: Yes. So the credit hour is the 15  
16 contact credit hours that we keep talking about; so if  
17 they teach an extra class how much do we pay per credit  
18 hour for that extra class, that overload. The clock  
19 hour are for those mostly health care professionals.  
20 They're paid at a different rate.

21                 So remember we were talking about 225 clock hours  
22 equals the 15 credit hours, and then the UFF team was  
23 talking about 180 clock hours. This is the rate of pay  
24 for those individuals. And then the clinical is for  
25 those health care professions that are doing clinical

1 hours with their students in a different learning  
2 environment.

3 MS. HEEKIN: And so there is somewhat of a  
4 definition in the wage article, so if you look under  
5 extra teaching assignments, it says in health care  
6 programs --

7 SPECIAL MAGISTRATE: In the wage article?

8 MS. HEEKIN: Yeah, in the wage article. It's at  
9 page 57.

10 SPECIAL MAGISTRATE: Hang on a second. Here it  
11 is.

12 MS. HEEKIN: Page 57, Section A, under extra  
13 teaching assignments, and it's the last two sentences  
14 under A, which is towards the top of that page there.  
15 There's two A's. It's misnumbered. There's an A at the  
16 top. We'll fix those.

17 SPECIAL MAGISTRATE: Okay.

18 MS. HEEKIN: It says in health care programs  
19 lecture classes will be paid at the appropriate credit  
20 or equivalent contact hour rate, which is, i.e., the  
21 clock, slash, contact hour rate, which is in that first  
22 chart. And then clinical and health care labs will be  
23 paid at the clock hour rate, which is that chart below.

24 MR. WAZLAVEK: Which is what? I'm sorry?

25 MS. HEEKIN: The chart below, where it says

1 clinical or lab settings, the clock hour rate.

2 MR. WAZLAVEK: Oh, okay. All right.

3 THE WITNESS: So I tried to just put into these  
4 two slides what our differences are.

5 MR. WAZLAVEK: And the only one that's in dispute  
6 is the clock hour rate at the left, right?

7 THE WITNESS: Right, yeah, the clinical rate, and  
8 then, of course, the big one, too, is the --

9 MS. HEEKIN: Extra pay.

10 MR. BALINSKY: Can I ask, for informational  
11 purposes, what about labs like science labs or art  
12 history -- I'm sorry, not art history -- art studio  
13 labs?

14 THE WITNESS: Don't you teach those at the credit  
15 hour?

16 MR. BALINSKY: Actually, the labs are taught at  
17 the credit hour, but it's three contact hours -- three  
18 contact hours for one credit hour. So I don't know that  
19 we --

20 THE WITNESS: It's a credit hour rate so I'm going  
21 to say that you would be paid whatever that credit hour  
22 rate is. So if it's one credit hour, that's what you  
23 would be paid for.

24 All right, so let me keep going. We just talked  
25 about that. This is a comparison with our new proposal



1 of using the Master's degree for comparison's sake of  
2 how we compare to other colleges. So at \$1,000 a credit  
3 hour, which would be approximately, you know, for most  
4 classes, three credit hour classes would be \$3,000. So  
5 compared to other colleges in the state, these are the  
6 colleges for which we were able to obtain information.

7 SPECIAL MAGISTRATE: So this is like for a three  
8 hour course?

9 THE WITNESS: Yes, sir. So we would -- we will  
10 remain, with our proposed bargaining agreement, we will  
11 remain the seventh highest paid faculty in the state, we  
12 will remain the highest paid faculty for extra teaching  
13 assignments, and we have increased all those other pay  
14 assignments and supplements that I just showed you.

15 SPECIAL MAGISTRATE: You, being the budget person,  
16 to some degree --

17 THE WITNESS: Yes, sir.

18 SPECIAL MAGISTRATE: -- do you know what that  
19 number would look like without your adjustments in your  
20 proposal, the status quo?

21 THE WITNESS: Yes, it would be 3,600. At that  
22 status quo, it is 3,600.

23 SPECIAL MAGISTRATE: So this whole -- and this  
24 is -- this whole thing here results in this area -- I  
25 see what you're saying.

1 THE WITNESS: Yes.

2 SPECIAL MAGISTRATE: This area, probably, for a  
3 person, it would be \$200 less per course hour?

4 THE WITNESS: Per course hour, yes, sir.

5 SPECIAL MAGISTRATE: Okay, per semester?

6 THE WITNESS: Yes.

7 SPECIAL MAGISTRATE: Or is it a year?

8 THE WITNESS: Semester.

9 SPECIAL MAGISTRATE: Semester. Okay, thank you.

10 THE WITNESS: Okay. Then the last issue we don't  
11 agree on is the salary inversion. So in a recent email  
12 that their bargaining team sent it mentioned salary  
13 inversion and has a table of what that looks like, but  
14 it hasn't been included in their proposal, and we  
15 haven't talked about a solution for that yet. So that's  
16 another area that we don't agree on.

17 SPECIAL MAGISTRATE: Do you have salary inversions  
18 now?

19 THE WITNESS: We don't have a salary inversion.  
20 That would imply a great reversal between senior and  
21 incoming. We do have salary compression. And what we  
22 try to do --

23 SPECIAL MAGISTRATE: Tell me what you mean by  
24 salary conversion, first.

25 THE WITNESS: Inversion?

1 SPECIAL MAGISTRATE: No, no --

2 THE WITNESS: Well, I'm going to explain what I  
3 think they mean by that.

4 SPECIAL MAGISTRATE: Maybe somebody else --

5 MR. CROSLAND: No, you can do it, that's fine, but  
6 they use the strange term inversion. I mean, the one  
7 we're all used to is compression.

8 THE WITNESS: Compression is the HR term. So  
9 salary compression --

10 SPECIAL MAGISTRATE: The same thing, it's just  
11 terminology?

12 THE WITNESS: Maybe.

13 SPECIAL MAGISTRATE: Maybe?

14 MR. CROSLAND: I don't think so.

15 SPECIAL MAGISTRATE: Okay. Okay.

16 THE WITNESS: Salary compression -- I'll tell you  
17 what that is -- and I do think that this is what Martin  
18 is talking about, I think we do agree on that -- is when  
19 incoming faculty may get paid more or their starting  
20 salary may be more for the same years of experience as a  
21 faculty member who has been here.

22 What we try to do to mitigate that, however, is  
23 when a faculty member comes in, we only award them for  
24 up to five years of experience, and that helps keep  
25 those numbers lower.

1           SPECIAL MAGISTRATE: But it still occurs?

2           THE WITNESS: It still occurs. We do have salary  
3 compression, just like any industry, really, and higher  
4 ed, also. We do try to mitigate that and limit it. It  
5 will always occur. I mean, I don't think there's a  
6 perfect solution to this.

7           SPECIAL MAGISTRATE: Why would someone coming  
8 in -- you have that much flexibility in the pay range?

9           THE WITNESS: We don't have flexibility in the pay  
10 range at all.

11          SPECIAL MAGISTRATE: How could I be working in the  
12 same rank and someone come in and start off higher than  
13 me? Because they have more experience?

14          THE WITNESS: Sure, but if I come to the college  
15 and I have zero experience and you hire me --

16          SPECIAL MAGISTRATE: Oh, okay.

17          THE WITNESS: -- at the base pay, three years  
18 later, I have three years of experience.

19          SPECIAL MAGISTRATE: Someone comes in with five?

20          THE WITNESS: But I'm making that starting salary,  
21 yes sir. So then if somebody comes in behind me and  
22 they also have three years of experience, they're going  
23 to get credit for their three years, but maybe I didn't,  
24 so they're going to be more than me.

25          SPECIAL MAGISTRATE: For three.

1 THE WITNESS: And so that's why we limit it to  
2 five years of verifiable experience.

3 SPECIAL MAGISTRATE: But the parties get credit  
4 for experience?

5 THE WITNESS: Yes.

6 SPECIAL MAGISTRATE: And that's just the way it  
7 is?

8 THE WITNESS: Yes.

9 SPECIAL MAGISTRATE: I mean, it may cause  
10 compression, but the reason is not inequity; there is a  
11 rationale for it --

12 THE WITNESS: Yes.

13 SPECIAL MAGISTRATE: -- based on experience.

14 THE WITNESS: And, you know, as a public entity,  
15 we don't give raises every year, so that's what causes  
16 part of it.

17 MR. WAZLAVEK: Well, another part of the cause in  
18 this particular case is that the college quit moving  
19 faculty along the salary step schedule. They froze the  
20 step schedule, so you've got people who have been --

21 THE WITNESS: We don't have steps.

22 MS. HEEKIN: Never had steps.

23 THE WITNESS: We've never had steps, no.

24 MR. BALINSKY: We also believe there are some  
25 errors, and we're going to identify those.

1           SPECIAL MAGISTRATE: Okay, okay. That's not  
2 inversion?

3           THE WITNESS: But that's the salary compression.

4           SPECIAL MAGISTRATE: Are you going to talk about  
5 inversion?

6           THE WITNESS: No, I don't know --

7           SPECIAL MAGISTRATE: Okay.

8           MR. WAZLAVEK: We call that inversion because the  
9 person who is junior is on the top.

10          THE WITNESS: But inversion implies that there's  
11 this great reversal, and there's not a reversal.

12          MR. WAZLAVEK: That's why we call it inversion,  
13 because it flips --

14          MR. BALINSKY: Well, it doesn't matter --

15          THE WITNESS: But no matter what we call it, I  
16 think we do agree on the problem, or that it exists. I  
17 don't see the need to fix it.

18          MR. CROSLAND: The issue.

19          THE WITNESS: Yeah, we agree on the issue.

20          MS. HEEKIN: Well, and there's no proposal on the  
21 table.

22          MR. BALINSKY: Well, I would disagree with that.  
23 We actually have a paragraph in our salary proposal and  
24 it states that those individuals with the same degrees  
25 and same years of service should make the same amount.

1 MS. HEEKIN: It's not in your current proposal.

2 MR. BALINSKY: Yeah, it's --

3 THE WITNESS: So I'm done.

4 SPECIAL MAGISTRATE: Not really. Cross?

5 MR. CROSLAND: Well, we're not quite finished.

6 SPECIAL MAGISTRATE: Oh, I'm sorry, you're right.

7 Okay.

8 MR. CROSLAND: Barbara, do you have College 22?

9 MS. HEEKIN: It's 22. That's part of it, also.

10 SPECIAL MAGISTRATE: Question: Do we want to move  
11 to insurance without completing wages first? I don't  
12 know what's --

13 MS. HEEKIN: What do you guys want to do? It  
14 doesn't matter to us.

15 SPECIAL MAGISTRATE: Do you want to stay on wages?

16 MR. WAZLAVEK: Let's deal with wages and be done  
17 with it.

18 SPECIAL MAGISTRATE: I'd like to do that, while I  
19 have this in my mind a little bit. So you can cross her  
20 on wages.

21 CROSS EXAMINATION

22 BY MR. WAZLAVEK:

23 Q All right, we will cross her on wages. You talked  
24 a lot about how the cost of -- the funding from the State  
25 sort of shrunk up and of course became more competitive, but

1 isn't it true that the last -- in 2014, '15, and '16 that the  
2 amount that the college spends on personnel services -- which  
3 is paying salary, right --

4 A Uh-huh.

5 Q -- has decreased every year?

6 A I don't know. I'd have to look.

7 Q Well, would -- I can give you AFRs and show you  
8 your AFRs. If you'll look at the --

9 A That is the biggest portion of our budget, so as  
10 our budget changes, that is usually where you're going to see  
11 the biggest change.

12 SPECIAL MAGISTRATE: AFR stands for --

13 MR. WAZLAVEK: Annual Financial Report.

14 THE WITNESS: It's our Annual Financial Report.

15 MR. WAZLAVEK: It's kind of like their fund  
16 balance.

17 THE WITNESS: And this includes all employees.

18 MR. WAZLAVEK: Right, it includes all employees.  
19 The personnel costs, any way you look at it, payments to  
20 employee, payments to --

21 SPECIAL MAGISTRATE: I've got union, I think, 9.

22 MR. WAZLAVEK: That sounds right.

23 MS. HEEKIN: I think it should be 10.

24 MR. WAZLAVEK: Yeah, I was going to say, I think  
25 it may be 10.



1 MS. HEEKIN: Yeah, the survey of Florida was 9,  
2 and 10 is -- okay, what is this?

3 MR. WAZLAVEK: This would be comparison of  
4 payments --

5 MS. HEEKIN: Annual financial audits?

6 MR. WAZLAVEK: Yeah, it comes out of the annual  
7 financial audits. And I would look at this two ways,  
8 the same document --

9 THE WITNESS: You mean the annual financial  
10 reports, right?

11 MR. WAZLAVEK: Right.

12 THE WITNESS: From the State?

13 (Whereupon, UFF Exhibit No. 10 was marked for  
14 identification.)

15 BY MR. WAZLAVEK:

16 Q Using the annual financial reports, you follow the  
17 Auditor General, and in using those, either way we looked at  
18 it, whether we looked at payments to employees or payments  
19 for employee benefits we looked at through personnel services  
20 every year you can see there in that chart that the costs go  
21 down; isn't that true?

22 A Yes, it looks like that's true.

23 MR. CROSLAND: Where is that, Tom, you're  
24 referring to?

25 MR. WAZLAVEK: That's a line -- each of those is a

1 line item out of that year's AFR, and it's the same  
2 thing up here. It's a different look at basically the  
3 same thing.

4 MS. HEEKIN: Do you have another copy of this? If  
5 you don't, that's okay.

6 MR. WAZLAVEK: No, I sure don't. I'm sorry. You  
7 can have the witness's copy when they're done.

8 THE WITNESS: Yes, you can.

9 BY MR. WAZLAVEK:

10 Q Okay. So, in fact, personnel costs are reduced,  
11 correct?

12 A It does look like that, yes.

13 Q Okay, let's see.

14 A And the annual financial reports include fund two,  
15 also, which includes our contracts and grants staff.

16 Q Looking at -- if you'll go back to that slide, if  
17 you wouldn't mind?

18 A Show me again which one.

19 Q It would be the regional comparison.

20 A This one?

21 Q Right. Right.

22 A Okay.

23 Q Now, I noticed you left out a few institutions,  
24 even locally. You left out FSU and FAMU.

25 A Well, we do not compare ourselves to the state

1 universities, we compare ourselves to community colleges.

2 Q Well, the only problem with that is under 447, the  
3 way we read it, when you do a geographical comparison, you do  
4 it of other like employers. Well, they're in the education  
5 of a higher institution --

6 A Well, I would argue that they're not like  
7 employers. The expectation they have for faculty is very  
8 different than the expectation a community college has. So  
9 we've limited our research to community colleges in our  
10 region.

11 Q But both institutions employ faculty with advanced  
12 degrees, correct?

13 A Sure. Sure.

14 Q And do the work of post-secondary education?

15 A Yes. The mission is completely different, but  
16 they're both secondary.

17 Q Okay. What's the current carry-forward amount or  
18 the --

19 A Fund balance?

20 Q -- fund balance?

21 A We're required to maintain a five percent fund  
22 balance. Our fund balance right now, our goal is to keep it  
23 around nine percent of our total operating budget.

24 Q Nine percent? Were you working for the college  
25 when --

1           SPECIAL MAGISTRATE: Question: Is that the -- let  
2 me get this -- unassigned, unrestricted balance?

3           THE WITNESS: Yes, sir.

4           SPECIAL MAGISTRATE: Okay. That thing where they  
5 show you this is --

6           THE WITNESS: Your savings.

7           MS. HEEKIN: Reserves.

8           SPECIAL MAGISTRATE: -- your savings, actual money  
9 that's not earmarked for anything.

10          THE WITNESS: Right.

11          MR. WAZLAVEK: Right, right. It's that reserve  
12 fund that you see in school districts.

13          MS. HEEKIN: Exactly.

14 BY MR. WAZLAVEK:

15          Q       And you're supposed to maintain five, but you're  
16 saying you all have a nine percent fund?

17          A       Our goal is to have above five percent. A five  
18 percent fund balance would only pay for about 30 days -- not  
19 even 30 days of wages.

20          Q       But that's -- the legal requirement is five  
21 percent?

22          A       Yes.

23          Q       And were you working for the college back in 2012?

24          A       No.

25          Q       So you weren't here -- you weren't here the year

1 that the Legislature took money away from colleges and  
2 universities because they were hoarding money?

3 A I was not here, but I have been here through the  
4 past two legislative sessions where that threat has come up  
5 again, so --

6 Q Because there was excessive carry-forward, right?

7 A Yes. The last year they looked at if your fund  
8 balance was greater than 10 percent.

9 Q And because -- isn't it true that the  
10 Legislature's view is that we give you money to educate  
11 students; use the money?

12 A And that is absolutely what we do with it.

13 Q Except for nine percent?

14 A Yes. But I don't think you ever want the college  
15 to be in a position where we could run out of money with one  
16 big hurricane, so we, you know, carefully manage that.

17 Q Well, don't you think that if you had one big  
18 hurricane there would be other institutions that would be  
19 coming to your aid like the Legislature?

20 A No.

21 MR. CROSLAND: Do you want to withdraw that  
22 question, Tom?

23 THE WITNESS: We may get reimbursed eventually,  
24 but we have to have some reserves.

25 MR. WAZLAVEK: All right, that's all we have,

1 unless you have some.

2 MR. BALINSKY: Well, let me see. I did have one  
3 question about the non-teaching assignments. You seemed  
4 uncertain about that some had gone up and some had gone  
5 down. It's more of an observation; I believe they all  
6 went down.

7 THE WITNESS: No, that's not true.

8 MR. BALINSKY: No? They did not? Okay.

9 THE WITNESS: In fact, I was going to speculate  
10 that more of them have gone up, but without having the  
11 data in front of me, I didn't want to say that.

12 BY MR. WAZLAVEK:

13 Q A couple more quick questions just to pique our  
14 curiosity. The college owns a Starbucks, right?

15 A Yes, we have a license agreement for a Starbucks.

16 Q And you sunk how much into that Starbucks?

17 A We didn't sink any operating dollars into  
18 Starbucks.

19 Q Then who sunk the \$900,000 into it?

20 A That is fund seven and fund three -- fund three  
21 dollars that paid for Starbucks, and it's not 900,000. The  
22 900,000 that you're quoting is for the plaza level, which is  
23 the entire level that we own. Part of that 900,000 that  
24 you're talking about is for plaza level improvements, which  
25 is where we have -- the college owns that, that's not just

1 Starbucks.

2 Q So is the Starbucks making money?

3 A The Starbucks does generate revenue.

4 Q Positive cash flow?

5 A I'll have to go back and look at it. We  
6 anticipated that it would take about a year to get back the  
7 money we invested. So there is a positive cash flow for  
8 their operating expenses.

9 MR. WAZLAVEK: All right, that's all.

10 MR. BALINSKY: I'm good.

11 MR. CROSLAND: I think you said it somewhere in  
12 the middle of an exchange with Tom and Martin but --

13 MR. BALINSKY: I do have one question. Sorry. Go  
14 ahead.

15 MR. CROSLAND: Well, do you want to go ahead?

16 MR. BALINSKY: No, go ahead.

17 REDIRECT EXAMINATION

18 BY MR. CROSLAND:

19 Q You were talking about the so-called reserve fund.

20 A Yes, sir.

21 Q And you stated the college can only operate for  
22 some short period of time on the --

23 A Five percent.

24 Q -- five percent, and I have just don't remember  
25 what it was.

1           A       I have to look at my notes to be sure.

2           Q       How many days?

3           A       It was about -- it wasn't even a month. I mean,  
4 I want to say 20 -- I don't even know if it's 20 days.

5           Q       So you'd be counting on the largess of the  
6 Legislature to immediately come to your aid, right? That's  
7 sort of a rhetorical question. You also said that you worked  
8 at Florida State University.

9           A       Yes, sir. Uh-huh.

10          Q       And you made a comment that the college doesn't  
11 compare ourselves to Florida State --

12          A       Right.

13          Q       -- as Tom was trying to get you to agree to. And  
14 you said the two schools have different expectations. Could  
15 you tell us what you mean by that?

16          A       Yes, absolutely. The mission of a community  
17 college is much different than the mission of a university.  
18 The population of students that we serve are open enrollment.  
19 It's very different, as well as the expectation of faculty  
20 members. Our faculty members are not research faculty  
21 members, so the work is just a different type of work.

22                    So when we look at comparative data, we absolutely  
23 compare ourselves to community colleges because the delivery  
24 is the same.

25          Q       And there is a college system, Florida college



1 system?

2 A Yes, state universities.

3 Q And there's a state university system?

4 A Yes.

5 Q Two totally different legal animals, correct?

6 A Yes. I wish we had Florida State's appropriation,  
7 though. We wouldn't have any issues.

8 SPECIAL MAGISTRATE: You don't have a football  
9 team.

10 THE WITNESS: Well, I wish we had one of those,  
11 too.

12 BY MR. CROSLAND:

13 Q Dr. Wills, you were here when there was some  
14 testimony from Mr. Balinsky about the college paying a law  
15 firm for research on wire tapping?

16 A Yes.

17 Q Do you know anything about that issue?

18 A I do. When we instituted a new student call  
19 center here at the college where we take incoming calls and  
20 try to give advice, counseling, or triage the call, we looked  
21 at whether or not we could record those conversations for  
22 quality control purposes. So when a student calls in,  
23 they're asking for help about financial aid or what class  
24 they need to take next to graduate, we looked at it for those  
25 purposes.

1                   And then several months later we also looked at it  
2 for our quality control of our Center for Innovation staff,  
3 which was looking at utilization of that building, and the VP  
4 that's over that center wanted to be able to do that, too.  
5 So we just asked for a legal opinion on when we're allowed to  
6 record conversations, who do we have to notify, just to be  
7 clear on when that would be done.

8           Q       Did this have anything to do with recording  
9 conversations between faculty members or anyone else?

10          A       Absolutely not.

11                   MR. CROSLAND: Thank you.

12                   MR. WAZLAVEK: Do we want to put our guy on now  
13 and do our wages or do you want to --

14                   SPECIAL MAGISTRATE: I think so.

15                   MR. WAZLAVEK: Okay, let's trade places.

16                   (Witness excused)

17                   SPECIAL MAGISTRATE: He's already sworn in.

18 Thereupon,

19                                   MARTIN BALINSKY

20 was recalled as a witness, having been previously duly sworn,  
21 was examined and testified as follows:

22                                   DIRECT EXAMINATION

23 BY MR. WAZLAVEK:

24           Q       All right, again, we're not in dispute about the  
25 two percent raise of the faculty, the only disagreement

1 appears to be on the summer pay rates for the overload or  
2 summer courses. We'll just present a little data here,  
3 hopefully, and move on.

4 Okay, so, Mr. Balinsky, what's the current pay  
5 rate or average pay for faculty at TCC?

6 A Average pay for faculty is 55,972 that comes from  
7 the DOE college rate book.

8 Q So the same source of data that the college is  
9 citing, right?

10 A That is correct.

11 SPECIAL MAGISTRATE: Is that basically saying your  
12 bargaining unit?

13 MR. WAZLAVEK: Yes.

14 THE WITNESS: Right.

15 MR. WAZLAVEK: And just to put on the record --  
16 and each of you should have in the back of your -- the  
17 book we gave you yesterday -- I think you're looking at  
18 yours. And I'll introduce that as one document, front  
19 and back.

20 SPECIAL MAGISTRATE: Union --

21 BY MR. WAZLAVEK:

22 Q And will you please identify that document,  
23 Mr. Balinsky?

24 A That is the FLDOE college -- from the Department  
25 of Education, that's the fact book. These are data that's

1 pulled from that.

2 Q And what does that data tell us?

3 A Okay, so what this --

4 SPECIAL MAGISTRATE: One second, let's give this a  
5 case -- do these --

6 MS. HEEKIN: It will be --

7 SPECIAL MAGISTRATE: This will be 11?

8 MS. HEEKIN: -- that's what it is -- 11, yes.

9 (Whereupon, UFF Exhibit No. 11 was marked for  
10 identification.)

11 SPECIAL MAGISTRATE: Okay, thank you.

12 BY MR. WAZLAVEK:

13 Q Will you describe the document for us there,  
14 Mr. Balinsky?

15 A Okay, so this is a compilation from the fact book  
16 from DOE and this is the wages for all 28 community colleges.  
17 And what we have is TCC identified in the gold for the years  
18 that you see listed there, '14, '15. And then the other  
19 three years are where we ranked. So when we presented this  
20 data or we put this data together for '15-'16, '16-'17,  
21 '17-'18, we ended up ranked seven, nine and fifteen.

22 Q Okay. And do we have any disagreement with the  
23 college's assertion that it would raise us up to what,  
24 seventh, eighth, or ninth, somewhere in there?

25 MS. HEEKIN: Seventh.

1 BY MR. WAZLAVEK:

2 Q Seventh?

3 A I don't see the numbers, but I don't have any  
4 particular reason to disagree with that.

5 Q All right. But you're clearly in the middle of  
6 the pack at that point, right?

7 A Yes.

8 MR. CROSLAND: Well, if you define middle of the  
9 pack seven out of 28.

10 MR. WAZLAVEK: Well, now they're in the middle of  
11 the pack, Jim.

12 MS. HEEKIN: That's current, but with the two  
13 percent, it will bring them up. So that's all.

14 MR. WAZLAVEK: We're agreeing with you, Jim.

15 MR. CROSLAND: Well, I was in shock.

16 MR. WAZLAVEK: You know what they say, when the  
17 other side agrees with you, shut up.

18 MR. CROSLAND: I agree with that.

19 BY MR. WAZLAVEK:

20 Q All right, what does this slide represent?

21 A Okay, what this represents is in the instance  
22 where the faculty member would lose their overload pay, this  
23 would be -- they would not be held harmless, and there may be  
24 some disagreement as to whether or not we would lose the  
25 overload class; however, the model would appear to indicate

1 that, because if you look at one of the slides presented by  
2 the other side, that appeared to be the chief complaint, that  
3 they are getting that overload pay.

4 I understand that they're lowering the rate but  
5 they appear to be indicating that that is a cost to the  
6 college that they would like to recoup. Obviously our  
7 concern is, if we teach five classes with no limitations,  
8 that what the college could possibly be attempting to do is  
9 to essentially remove that overload class from the equation  
10 because we have no guarantee of class caps.

11 Take, for example, myself. I believe it was  
12 mentioned that I previously, in the data, that I have 191  
13 total students. In a previous faculty forum in which the  
14 initial workload proposal was being described, it was listed  
15 that the college proposed to have class sizes of 38. So 38  
16 times five is 190. Therefore, I have a Doctoral degree, and  
17 I would lose my two overload assignments under that model.  
18 I would lose 7,774 -- and I'll explain these numbers in a  
19 minute -- the Master's would lose 7,200, the faculty with the  
20 Bachelor's would lose 6,852. As previously stated, they  
21 would not be held harmless.

22 Where are the figures coming from? The current  
23 overload rate for the Doctoral degree teaching three credits  
24 is 3,837. Okay, the quick math of that is that's one-half of  
25 7,774. So I'm talking about a fall and a spring course.

1           The Bachelor's current overload rate, 3,600, times  
2 two, 7,200. The Bachelor's degree rate, 3,426 times two, is  
3 6,852. Okay, and does that -- is there any question?

4           SPECIAL MAGISTRATE: I have a question. A  
5 clarification, not a question.

6           THE WITNESS: Yes, sir.

7           SPECIAL MAGISTRATE: What you're saying here is if  
8 the five classes standard is implemented, this is what  
9 someone in the faculty who taught two courses on  
10 overload would actually lose in pay?

11          THE WITNESS: That's what we --

12          SPECIAL MAGISTRATE: Estimate?

13          THE WITNESS: -- that's what we estimate to be the  
14 case.

15          SPECIAL MAGISTRATE: It's not a perfect world.

16          SPECIAL MAGISTRATE: That's our estimation based  
17 upon the loss of our overload class. We understand that  
18 they are saying they are not eliminating overload  
19 classes. However, in effect, we purport that that may  
20 very well be the case.

21 BY MR. WAZLAVEK:

22           Q       In other words, would the practical effect of  
23 adopting the college's proposal on workload, would it have  
24 the effect of eliminating a lot of the overloads?

25          THE WITNESS: In my opinion, it would. And where

1 trust has previously been discussed, once again that  
2 enters into the equation. We have seen previous  
3 presentations in front of the Board of Trustees where  
4 the college was making the case that they are spending  
5 too much money on the faculty salaries and that the  
6 reassignments are problematic because they have -- there  
7 was a chart up there at the May 18th, 2018 Board of  
8 Trustees meeting -- and they used Master's as an  
9 example. The complaint is that there is a \$3,600 cost  
10 to the college. That's what was stated.

11 BY MR. WAZLAVEK:

12 Q In other words, the current workload system  
13 results in an automatic \$3,600 loss to the college in terms  
14 of salary to employees?

15 A That was the effective complaint is that  
16 individuals are doing overload and they're getting \$3,600.  
17 So their point was let's attempt to change this system. So  
18 how does that -- now, we have presented this previously, this  
19 exact same presentation, at the bargaining table, but we have  
20 not presented it here.

21 The loss of income is a percentage, so if we take  
22 the Master's, which is the most common salary, a loss of  
23 7,200 in income -- again, that's the fall and spring -- from  
24 a \$55,972 salary is a loss of 12.9 percent per year. This  
25 slide was made based on the 55,972. I understand with two



1 percent it's 58, so I acknowledge that. But it's going to be  
2 relatively similar. It's going to probably drop it to about  
3 12 percent from 13 percent. That's not a significant  
4 difference.

5 So our conclusion is that any change to TCC  
6 faculty workload unaccompanied by raise in fall and spring  
7 overload pay results in a substantial pay cut, hence our  
8 proposal on the overload rate, which is higher than the  
9 college's rate.

10 MR. WAZLAVEK: All right, we rest, so do you --

11 MR. CROSLAND: We may have a little rebuttal.

12 MR. WAZLAVEK: Okay. No, I'm sorry --

13 THE WITNESS: We have the inversion.

14 MS. HEEKIN: Oh, the inversion issue. Okay.

15 THE WITNESS: I almost forgot. Okay, a little bit  
16 of a background on this issue -- or should I -- can I  
17 state or -- yeah, a little bit of a background on this  
18 issue. This issue was an issue identified in 2013. At  
19 this time we'd like to have the exhibits on the salary  
20 inversions.

21 MR. WAZLAVEK:

22 Q Oh, where is it?

23 A Or whatever you want to call it. I know the terms  
24 are inversion, compression, and I don't know that name -- it  
25 doesn't particularly matter. It's more important what the

1 data holds.

2 MR. WAZLAVEK: This will be Union 12.

3 (Whereupon, UFF Exhibit No. 12 was marked for  
4 identification.)

5 THE WITNESS: So this chart -- you may want to see  
6 the color one.

7 MR. WAZLAVEK: You want the colored one?

8 THE WITNESS: No, the Magistrate.

9 MR. CROSLAND: Hold on a second, please.

10 MS. HEEKIN: Wait a minute, it's 12? I just  
11 wanted to make sure I got that. There you go.

12 SPECIAL MAGISTRATE: I've got to get these all  
13 separated.

14 MS. HEEKIN: You don't have another copy of that,  
15 do you, for Barbara?

16 MR. WAZLAVEK: No, you know --

17 THE WITNESS: You know what, you can have this  
18 copy. I can probably explain it.

19 MS. HEEKIN: That's okay.

20 (Brief pause)

21 THE WITNESS: So a little bit of background on  
22 this issue. This issue was initially identified on the  
23 Faculty Senate in 2013. It has been brought to the  
24 attention of the administration on a number of  
25 occasions, the previous Provost, the current President.

1 We had meetings in the fall of 2015 with Dr. Wills and  
2 Dr. Moore-Davis about this to make them aware of this.

3 And on April 20th, 2016 Dr. Wills gave a  
4 presentation at the faculty forum. And as the meeting  
5 proceeded, Dr. Wills explained that she understood the  
6 issue, that she had met with some of our leadership in  
7 August and September of the previous year, and was  
8 interested in making it equitable based upon years of  
9 experience and degrees in a model similar to steps.

10 The salary compression issue, she noted, had come  
11 from the past, and she was interested in correcting a  
12 past issue. That if someone brings in five years  
13 experience, we want to put them in as if they had five  
14 years experience, not somewhere else.

15 And so at the time it was stated that at the end  
16 of May that we would have those in place or ready to put  
17 into the system. At that time I asked the question if  
18 the changes to our faculty salaries would be in place in  
19 the fall, and she noted that is the goal, April 20th,  
20 2016.

21 Of course, we did have unionization, so obviously  
22 that's not possible. However, that was not part of  
23 the -- or that was rejected at the table when we brought  
24 it up. Okay, so allowing me to -- and it was not part  
25 of the college's proposal.

1           So what this chart shows is -- it's an Excel  
2           chart. It shows the individual and it shows them  
3           according to their degree and their hire date. This was  
4           made in 2015, at the time we identified it, and it says  
5           the years awarded by experience -- that's what they  
6           brought in -- and then the years at TCC by 2015. So  
7           then the third column is an addition of those two, so  
8           that the total experience adds up to column A plus  
9           column B.

10           So when we aligned all those individuals, the same  
11           degrees, the same number of years service, we found, for  
12           whatever reason, there were differences in pay. The  
13           problem with that is that the faculty salary schedule  
14           stated that the same degrees and same numbers of years  
15           of service were supposed to be the same amount.

16           So we did bring this to the administration's  
17           occasion -- or attention on a number of occasions, and  
18           we also identified that it affected approximately 59  
19           faculty members, and that the cost to fix it was a  
20           relatively minor 51-thousand-some-dollars.

21           SPECIAL MAGISTRATE: A year?

22           THE WITNESS: Yes. Well, yes, that would be going  
23           forward.

24           SPECIAL MAGISTRATE: It is continual.

25           THE WITNESS: Yes, of course. So that's the

1 central issue.

2 MR. WAZLAVEK: Okay, anything else?

3 THE WITNESS: That's it.

4 MR. WAZLAVEK: We're done.

5 MS. HEEKIN: Okay, give us a minute.

6 MR. WAZLAVEK: Sure. Like Jim said, you've got 30  
7 seconds.

8 (Brief pause)

9 THE WITNESS: I want to say page eight but I'm not  
10 entire sure that's correct. There's a table of contents  
11 and that's --

12 DR. WILLIS: Yeah, that's where it starts.

13 CROSS EXAMINATION

14 BY MS. HEEKIN:

15 Q So it was your testimony that the salary schedule  
16 says someplace that they should be paid the same --

17 A How do you perceive the salary schedule to be  
18 made?

19 Q -- for the same level?

20 DR. WILLIS: This says the Board approved salary  
21 schedule right here.

22 THE WITNESS: Okay, so is it discretionary that  
23 people can be hired at different amounts for the same  
24 degrees and years of accredited experience?

25 DR. WILLIS: Am I allowed to talk?

1 MS. HEEKIN: Well, we can put you up there.

2 (Multiple speakers; unintelligible)

3 BY MS. HEEKIN:

4 Q So it's your testimony that in the annual salary  
5 schedule for faculty that it actually says that faculty at  
6 the same level should be -- and the same years of service  
7 should be paid the same?

8 A Not that it states exactly what you just said.

9 Q It doesn't say that at all, in fact? Do you know?  
10 It doesn't say it at all, does it?

11 A It doesn't say what you just said, but that is  
12 what it's based upon.

13 Q That's what it's based upon? Okay.

14 A Yes.

15 Q In fact, the salary schedule, it's got a starting  
16 minimum and a starting maximum at different rates, correct?

17 A Yes. However, that is based upon years of  
18 experience. It's not based upon discretionary choice.

19 DR. WILLS: There's starting salary and that's --

20 MS. HEEKIN: That's -- hold on, we'll get you up  
21 there. Hold on a minute. All right, that's it for  
22 Martin. That's all for Martin. Thank you.

23 THE WITNESS: Okay, thank you.

24 SPECIAL MAGISTRATE: But what she described there  
25 is what you're looking for?

1                   MR. WAZLAVEK: Right. We're looking for a salary  
2                   schedule, a set salary schedule.

3                   SPECIAL MAGISTRATE: Go ahead.

4 BY MS. HEEKIN:

5                   Q       And where in your current wage proposal, which you  
6                   have up there -- I'm sorry, College 20 -- oh, did you take  
7                   it, Barbara? Where does it say anything about you want the  
8                   wage inversion fixed as part of this proposal?

9                   A       I believe we had it on a previous proposal and I  
10                  no longer see it on the page.

11                  Q       Okay, so it's been taken out of the current one  
12                  now?

13                  A       That is correct, so I would say --

14                  SPECIAL MAGISTRATE: We need to know what your  
15                  position is when we walk out the door here because I'm  
16                  not going to be able to let you in after this.

17                  MR. WAZLAVEK: Our position is that we'd like --  
18                  this is a proposal to fix inversion. To fix inversion,  
19                  we think, is about a \$51,000 problem.

20                  MR. CROSLAND: It was withdrawn but I guess they  
21                  can --

22                  MS. HEEKIN: I guess they can, yeah.

23                  SPECIAL MAGISTRATE: Right now you can put -- you  
24                  can go back to any position you had before and put it on  
25                  the table right now. But then when I walk out -- I have

1 never researched that. I've never had that happen.

2 MR. WAZLAVEK: Again, that --

3 SPECIAL MAGISTRATE: Do you have a copy of that?

4 Or can -- I'd like to know what the language says.

5 THE WITNESS: Oh, I can tell you what the language  
6 says. It was very simple. It essentially stated that  
7 the -- it stated that individuals with the same degrees  
8 and same years of service shall be -- shall make the  
9 same amount.

10 SPECIAL MAGISTRATE: Amount of pay?

11 THE WITNESS: Yes, same amount of pay, same wage.

12 SPECIAL MAGISTRATE: Which one? I don't want  
13 to write --

14 THE WITNESS: I'm sorry, I'm not sure what the  
15 difference is.

16 SPECIAL MAGISTRATE: Nor was I, but I've heard the  
17 word base -- base pay before.

18 THE WITNESS: Oh, I see, base pay, base pay.

19 SPECIAL MAGISTRATE: That's what people use.

20 THE WITNESS: Yes.

21 SPECIAL MAGISTRATE: I'm not trying to be  
22 problematic but --

23 BY MS. HEEKIN:

24 Q Let me ask you this, Martin. With that, the  
25 hard-to-fill positions --



1 A I'm sorry. Yes?

2 Q -- so we have a hard-to-fill position and so  
3 that -- whatever we're filling gets 20 percent higher. Does  
4 that automatically apply to everyone else with the same  
5 amount of experience and rank --

6 A No, it does not.

7 Q -- or that's excluded from your inversion issue?

8 A That would be excluded from the inversion issue.

9 Q Okay. And the 51,000 that you show on this sheet,  
10 that's just base salary, and that's recurring, so every year,  
11 right?

12 A Correct. That is correct.

13 Q And also your numbers do not include any of the --  
14 like percentage-based taxes or deductions --

15 A True.

16 Q -- or contributions, anything on top of that?

17 A Yeah, it's just the base.

18 SPECIAL MAGISTRATE: This is just the base.

19 BY MS. HEEKIN:

20 Q So no employment taxes, none of the --

21 A No, just the 51-whatever -- the 51,000 --

22 MR. WAZLAVEK: The 51,000, the salary, itself.

23 I'm sure that the -- I'm sure the CFO knows how to  
24 calculate benefits on top of that.

25 SPECIAL MAGISTRATE: Let me ask you this. Let's

1 say that's done this year, next year, and it's all done  
2 and everybody's inversion has been implemented, the  
3 appropriate adjustments have been made, so people are  
4 similarly treated the same.

5 Along comes someone else two years later; they  
6 could bump the whole thing for everybody. Is that  
7 possible?

8 MR. WAZLAVEK: No, it shouldn't be, because once  
9 you've corrected it, anybody that comes in the system  
10 after that gets put where they should be, according to  
11 the salary, according to the starting salary schedule.

12 SPECIAL MAGISTRATE: Oh, okay, but what if they  
13 bring --

14 MR. WAZLAVEK: They're capped at five years, I  
15 think, according to the proposal.

16 SPECIAL MAGISTRATE: But doesn't that mean -- oh,  
17 no, they wouldn't have the same amount of time. You're  
18 right. You're right. I see. You're right.

19 MR. WAZLAVEK: We see this inversion fix as a  
20 one-time fix. It's not -- I mean, certainly the college  
21 is right, it is a recurring payment because it's a  
22 recurring salary increase.

23 SPECIAL MAGISTRATE: Sure.

24 MR. WAZLAVEK: But it's not like we're going to  
25 have to do it in two or three phases.

1           SPECIAL MAGISTRATE: So when the contract is  
2           ratified the inversion will be implemented and there  
3           won't be an inversion in the future?

4           MR. WAZLAVEK: That is correct, it will be a  
5           one-time fix.

6           SPECIAL MAGISTRATE: Any new hires or -- it  
7           corrects the problem one time?

8           MR. WAZLAVEK: Right.

9           THE WITNESS: Yes.

10          MR. WAZLAVEK: For the folks that are on the  
11          faculty now.

12          MS. HEEKIN: So it would be a one-time correction;  
13          the language doesn't even have to really be in the  
14          contract, then, going in a successor agreement.

15          MR. WAZLAVEK: Right, it could be an MOU if you  
16          want to put it that way, put it outside the contract.  
17          That's fine, we're not -- as long as it gets done.  
18          That's what we're trying to do. Of course I know that  
19          Jim's going to graciously concede to our proposal now.

20          MR. CROSLAND: Yeah, keep waiting.

21          MS. HEEKIN: I think -- did you have another  
22          issue?

23          THE WITNESS: I have one further comment. We are  
24          fine with your substitution rates.

25          MS. HEEKIN: Okay.

1 MR. WAZLAVEK: Yeah, we're done with salary.

2 MS. HEEKIN: Okay, perfect.

3 MR. WAZLAVEK: Did you want to cross?

4 MS. HEEKIN: I think we're done crossing, I think  
5 we just had a few issues to deal with Dr. Wills with.

6 (Witness excused)

7 MR. WAZLAVEK: Did you want to rebut, is that what  
8 you're --

9 MS. HEEKIN: Yes. If I can remember what it is.

10 DR. WILLS: Did you keep it warm?

11 MR. BALINSKY: I kept it warm for you.

12 Thereupon,

13 BARBARA WILLS

14 was recalled as a witness, having been first previously duly  
15 sworn, was examined and testified as follows:

16 SPECIAL MAGISTRATE: You waited all day yesterday.

17 THE WITNESS: I know, right?

18 MS. HEEKIN: Can you go back a couple charts  
19 where -- a couple slides where you showed what the  
20 expected loss would be under the college's workload  
21 proposal for like Doctorate, Master's?

22 MR. WAZLAVEK: Yeah. Is that it?

23 MS. HEEKIN: Yeah, that's good, or go back one  
24 more, I think. It doesn't -- yeah, this one.

25 DIRECT EXAMINATION

1 BY MS. HEEKIN:

2 Q Okay, so Mr. Balinsky testified that when he  
3 looked at the overload assignments, that under the college's  
4 current proposal he expected that there would be some loss of  
5 these extra teaching assignments, and that this was the  
6 expected loss. Have you had an opportunity to look at that  
7 issue?

8 A Yes.

9 MR. BALINSKY: That's based upon the prior rates,  
10 not the current proposal.

11 BY MS. HEEKIN:

12 Q Okay. Regardless of whatever the prior rates, the  
13 current rates, but you're expecting -- he testified he's  
14 expecting some loss, about a 12 percent loss in pay because  
15 extra teaching assignments would be, I guess, lost. You've  
16 had the opportunity to look at this?

17 A Yes.

18 Q Okay, and what were your thoughts on this?

19 A So trying to determine the loss, the average loss  
20 for a faculty member, is difficult, and here's why. So let's  
21 just look at the 7,200 for the Master's degree. That's  
22 assuming that every faculty member taught six hours of  
23 overload, and there's a lot of variation there, of course.  
24 That's also assuming that they will not be offered any  
25 overload in the future. And there will be the need, the

1 necessity, for continued -- I keep saying overload -- perhaps  
2 I should say extra teaching assignment. There will be the  
3 continued need for extra teaching assignment.

4 Looking at data from previous years, the college  
5 offers approximately 9,500 credit hours every year. So if  
6 you take 9,500 credit hours and you say there's 185 faculty,  
7 and let's just assume that they all teach 15 hours without  
8 any reassignments, which is not true, there will still be the  
9 continued need for reassignments. But let's just pretend  
10 they all each 15 hours. You're still going to have half of  
11 that that needs to be tossed. Faculty at 15 hours, all 185  
12 faculty, that's only about 5,000 hours.

13 Q In semesters?

14 A So there's still be a need for overload is what  
15 I'm saying. There's still --

16 SPECIAL MAGISTRATE: You just don't know an exact  
17 number?

18 THE WITNESS: Yeah. And when we talk about class  
19 size -- so he's also representing that if we -- if we  
20 make the classes larger, if we say you're going to teach  
21 five and we're going to put fifty students in each one,  
22 I don't know where those students are going to come  
23 from.

24 Would we -- you know, is there an expectation that  
25 we would reduce the sections, when our goal is to extend

1           and offer more sections of classes? So there will still  
2           be plenty of overload. You can't say that everybody is  
3           going to lose \$7,200 from their salary.

4           MR. BALINSKY: Clarification? I said 38 in the  
5           presentation just now.

6           THE WITNESS: Sorry, I was just going by this.

7 BY MS. HEEKIN:

8           Q       So if our faculty are expected now, instead of  
9           just teaching four, to teach five classes, would you expect  
10          there to be more sections of classes?

11          A       Yes.

12          Q       Okay. And have you looked at whether that will  
13          increase or decrease class size?

14          A       By its nature it would decrease class size. And  
15          I know that's the goal of the Provost. That's something she  
16          and I have talked about and worked on; what would it look  
17          like. You know, it's just projections at this point, we  
18          don't know. But we do know factually that we teach about  
19          10,000 -- almost 10,000 credits a year.

20          Q       And in terms of the inversion spreadsheet, this  
21          \$51,000, which is base salary --

22          A       Yes.

23          Q       -- what's the percentage on top of that that the  
24          school pays or college pays for like --

25          A       Twenty-eight percent.

1 Q Okay. So the cost of increasing the faculty  
2 salaries by this \$51,000 would have a 28 percent, I guess,  
3 amount added to that, correct?

4 A Yes, uh-huh.

5 SPECIAL MAGISTRATE: Added to what?

6 MS. HEEKIN: Added to the 51, so it's 28 percent  
7 of 51,000.

8 MR. CROSLAND: It's fringe costs.

9 MS. HEEKIN: Fringe benefits costs.

10 SPECIAL MAGISTRATE: Oh, okay.

11 BY MS. HEEKIN:

12 Q And that amount would be recurring, also, correct?

13 A Uh-huh.

14 SPECIAL MAGISTRATE: So multiply times 1.28?

15 MS. HEEKIN: Correct. I don't have anything else.

16 That's it.

17 SPECIAL MAGISTRATE: Cross?

18 MR. WAZLAVEK: Just a little quick cross.

19 CROSS EXAMINATION

20 BY MR. WAZLAVEK:

21 Q On the pay loss issue, now, you probably recall  
22 yesterday a little bit where the college had the two faculty  
23 members comparison side-by-side. One did five courses under  
24 the proposed model, one did four with the reassigned time and  
25 overload?



1 A Uh-huh.

2 Q So you're not saying that with those two examples  
3 that the person that works five straight with no reassignment  
4 isn't going to have a pay loss?

5 A Yes, I am. Why would they have a pay loss?

6 Q Well, if the fifth class is treated as an  
7 overload, it's an overload payment, right?

8 A Say that again.

9 Q In other words, the example that the college  
10 provided yesterday where the current --

11 A So we had one where a person was teaching four  
12 classes, right, and then we have one where they were teaching  
13 four, had a reassignment, and then taught a fifth overload.

14 Q Right, but the other -- yeah, your example was  
15 five, not four. Your proposal is five, right?

16 A Correct.

17 Q So they teach five courses straight under your  
18 proposal; there will be no overload payment, correct, if they  
19 don't take an overload?

20 A Correct.

21 Q Okay. So that means by default they're out the  
22 overload payment they would otherwise have gotten under this  
23 formula?

24 A This individual may be. I'm not saying no one  
25 will lose an overload. I'm saying that there will still be

1 overloads awarded. There will still be overloads available.

2 Q But do you have any idea how many there will be?

3 A Well, yeah, we would have -- again, we teach about  
4 9,500 credit hours a year. If you divide that by 165 faculty  
5 members, even if all of them teach 15 hours, which we know  
6 they won't, we know there are justifiable --

7 SPECIAL MAGISTRATE: Divided by what, the other  
8 number was?

9 THE WITNESS: I'm sorry?

10 SPECIAL MAGISTRATE: 950 -- 9,500 credit --

11 THE WITNESS: We teach between, yeah, 9,500 and  
12 10,000 credit hours per year. So just doing an  
13 aggregate calculation --

14 SPECIAL MAGISTRATE: Uh-huh. Go ahead.

15 THE WITNESS: -- you have 165 faculty members,  
16 that means they can really only teach about 5,000 hours  
17 within their load.

18 MS. HEEKIN: I'm sorry, you number of faculty was  
19 at 185 or 165?

20 THE WITNESS: 185, I'm sorry. Thank you.

21 BY MR. WAZLAVEK:

22 Q Okay. So your point is that there are lots of  
23 hours left?

24 A Yes, that someone will -- that will be taught  
25 by --

1 MR. CROSLAND: Lots of overload hours.

2 THE WITNESS: Yeah, so there's still the  
3 opportunity for overload and reassignment. I mean, it  
4 doesn't go away.

5 MS. HEEKIN: In fact, your little analysis there  
6 doesn't even take into account reassigned time --

7 THE WITNESS: It does not.

8 MS. HEEKIN: -- which may increase class time for  
9 overloads?

10 THE WITNESS: Yeah, yeah.

11 MS. HEEKIN: Or extra teaching assignments?

12 THE WITNESS: Yes.

13 SPECIAL MAGISTRATE: It will reduce some  
14 overloads, obviously.

15 THE WITNESS: Yeah.

16 SPECIAL MAGISTRATE: We don't know exactly how  
17 much?

18 THE WITNESS: Yes, sir.

19 SPECIAL MAGISTRATE: There may be other -- we  
20 don't know what the animal is going to look like when  
21 it's rolled out, so --

22 THE WITNESS: And may I also add that we're  
23 offering more money for other things, so to make a  
24 blanket statement that each faculty member is going to  
25 lose this amount of money, I can't tell you that,

1 because now we're paying more for Program Chair, we're  
2 paying for money for honors, we're playing more for DIS,  
3 so I don't know how all that would wash out. We'd have  
4 to look individually by faculty member.

5 MR. BALINSKY: I just have two very quick, very  
6 little. Do you recall the presentation from the Board  
7 of Trustees meeting Dr. Wong gave, the VP of  
8 Institutional Effectiveness, relating to workload, in  
9 May of 2016?

10 THE WITNESS: Vaguely, yes.

11 MR. BALINSKY: Okay. Do you remember what  
12 percentage of faculty were doing an overload?

13 THE WITNESS: Yeah, I think you presented that  
14 yesterday, and so did Feleecia. Was it 60 percent doing  
15 overloads?

16 MR. BALINSKY: It was seventy.

17 THE WITNESS: Seventy? Okay, 60 was the  
18 reassignments?

19 MR. CROSLAND: Reassignments was 81 percent.

20 MS. HEEKIN: Yeah.

21 MR. BALINSKY: So do you know what the percentage  
22 of faculty doing overloads would be under the new  
23 system?

24 THE WITNESS: No.

25 MR. WAZLAVEK: All right, we're done. All right,

1 get back up there, Mr. Balinsky. It's time for  
2 insurance.

3 MR. BALINSKY: Insurance.

4 MR. WAZLAVEK: This ought to be short.

5 MS. HEEKIN: Shouldn't we go first on insurance?  
6 We haven't done our insurance.

7 MR. WAZLAVEK: Oh, I'm sorry.

8 SPECIAL MAGISTRATE: Take a break.

9 MR. WAZLAVEK: I'm sorry. No, you guys already  
10 did -- oh, I'm sorry.

11 MS. HEEKIN: It's very short.

12 MR. WAZLAVEK: I thought you guys had already done  
13 insurance yesterday.

14 MS. HEEKIN: No.

15 MR. WAZLAVEK: Just wishful thinking on my part.

16 MR. CROSLAND: Where's the --

17 MS. HEEKIN: Here, it says 22, this is ours,  
18 theirs, and the policy.

19 MR. CROSLAND: This is already in, right?

20 MS. HEEKIN: Yeah, they're already in as 22.

21 MR. CROSLAND: Okay, this should be very brief.  
22 I'm not addressing that issue at this point. That's the  
23 union slide.

24 DIRECT EXAMINATION (CONTINUED)

25 BY MR. CROSLAND:

1 Q Dr. Wills, I'm referring to College Exhibit 22,  
2 and would you please refer to that in paragraph number two,  
3 insurance benefits?

4 A Yes. Mr. Crosland, before you ask the question,  
5 can you tell me which Article 24 you'd like for me to look  
6 at? This one?

7 Q The white one is ours, the one with the yellow is  
8 the union's.

9 A Thank you.

10 Q And then there's a copy of the Board policy after  
11 that.

12 A Okay.

13 Q As a lead-in to your testimony, it's true, isn't  
14 it, that during the course of the negotiations the college  
15 initially offered simply to provide the same health insurance  
16 benefits to the faculty that we provide everybody else?

17 A Yes, sir.

18 Q And that was rejected, right?

19 A Yes.

20 Q Okay. So now we have paragraph two of College 22.  
21 Would you explain that, generally what the intent of that is?

22 A The intent of this is that the amount we currently  
23 pay for an employee's premium --

24 SPECIAL MAGISTRATE: 606?

25 THE WITNESS: Yes, the 606.50, that we'll continue

1 to pay that going forward.

2 SPECIAL MAGISTRATE: So you're freezing your  
3 contribution?

4 THE WITNESS: Yes.

5 BY MR. CROSLAND:

6 Q We were kind of in a quandary as to how to resolve  
7 the health insurance issue since they were not willing to  
8 ride the same horse as everybody else at the college, from  
9 the President on down, I guess. And, yes, the cost of health  
10 insurance could go up. In theory, at least, it could go  
11 down.

12 A Right, it could.

13 Q So anything over 606.50, the employee would have  
14 to pay.

15 SPECIAL MAGISTRATE: That's for single?

16 MR. CROSLAND: Yes.

17 SPECIAL MAGISTRATE: That's what their  
18 contribution it now for single, because that was the --

19 MR. CROSLAND: Go ahead. I'm sorry.

20 SPECIAL MAGISTRATE: The college paid the full  
21 cost of the monthly premium for singles, correct?

22 THE WITNESS: Yes.

23 SPECIAL MAGISTRATE: Okay. And then spouse or  
24 others, child, they pay the full costs for that or do  
25 you subsidize that at all?

1 THE WITNESS: We subsidize that.

2 SPECIAL MAGISTRATE: You subsidize that?

3 THE WITNESS: We do.

4 SPECIAL MAGISTRATE: Okay, now, and that was  
5 turned down. So then your proposal is the 606. And  
6 what about the families, or the other dependents? Or  
7 did I just raise something you had never thought about?

8 THE WITNESS: It's not in our article.

9 SPECIAL MAGISTRATE: I mean, it's silent on that?

10 MR. WAZLAVEK: Say that again. I'm sorry.

11 SPECIAL MAGISTRATE: I don't know. Well, it's  
12 going to come up sooner or later, then. Right now, as  
13 I understand it, the college --

14 THE WITNESS: Well, actually --

15 SPECIAL MAGISTRATE: Go ahead. Go ahead. I'd  
16 rather you describe it than me.

17 THE WITNESS: That's okay, I was just going to add  
18 to your question, that is the amount we pay towards  
19 their family, as well, and then the individual employee  
20 pays the difference for that.

21 MR. WAZLAVEK: So the college doesn't subsidize  
22 the cost of dependent coverage?

23 THE WITNESS: Yes, we do.

24 MR. WAZLAVEK: How much?

25 THE WITNESS: We pay that same amount towards your



1 family coverage.

2 MR. WAZLAVEK: In other words, you pay an  
3 additional 606.50 toward family coverage?

4 THE WITNESS: No. We pay 606.50. If you elect  
5 for the family, we pay that, as well. We pay this  
6 amount towards it.

7 SPECIAL MAGISTRATE: Let me ask it this way.

8 MR. WAZLAVEK: I'm -- I'm --

9 SPECIAL MAGISTRATE: Let me state it this way, so  
10 I can clarify. I hate to bargain -- it's been simple  
11 for too many years; it's a really tough subject.  
12 Currently, status quo is every month you pay like  
13 currently \$606. Basically you pay the employee's  
14 monthly premium, 100 percent?

15 THE WITNESS: We do.

16 SPECIAL MAGISTRATE: Okay. Your proposal is we're  
17 going to freeze it at 606 right now. If the monthly  
18 cost goes up to 700, you only pay the 606 and they pick  
19 up the remainder out of the payroll deduction?

20 THE WITNESS: Yes.

21 SPECIAL MAGISTRATE: Now, I have a child. I know  
22 you pay my full benefit, but with my child do you  
23 contribute more additionally to me than just the 606?

24 THE WITNESS: We do not contribute more, but I  
25 want to be careful how I say this, because we still pay

1           606.50 for you, and it's -- that's the only amount we  
2           pay. We don't pay extra if you have dependent care, but  
3           it goes towards that coverage, so it's a different  
4           policy, it falls into a different category, but we still  
5           pay --

6           SPECIAL MAGISTRATE: So I'm going to pay out of  
7           pocket for my dependents?

8           THE WITNESS: Yes.

9           MR. WAZLAVEK: Yeah, that's what I thought. All  
10          right. It sounded like you were saying that you were  
11          paying -- actually paying the cost of the dependent  
12          care.

13          THE WITNESS: We do not pay the cost of the  
14          dependent care, but we pay towards it. I don't want you  
15          to forget that we pay that amount for everybody. So  
16          even if I get the additional coverage that costs more,  
17          the college is still paying for mine.

18          MR. WAZLAVEK: Yeah.

19          SPECIAL MAGISTRATE: Okay, good, good. I'm sorry  
20          to scare everyone.

21          THE WITNESS: No, that's okay. Thank you.

22          SPECIAL MAGISTRATE: I wasn't sure myself. Okay,  
23          I understand.

24          MR. CROSLAND: Another issue here is -- Dr. Wills,  
25          I may ask you to help me explain it if I stumble -- but

1 in our Article 22, paragraph 10, it says --

2 MS. HEEKIN: That's the old one, Jim. I'm sorry.  
3 There's a difference.

4 (Brief pause)

5 MR. CROSLAND: We gave them a proposal which said  
6 that we'll provide annual leave benefits the same as  
7 other employees.

8 SPECIAL MAGISTRATE: Annual leave meaning sick,  
9 vacation, or --

10 THE WITNESS: Well, just annual. So our current  
11 policy -- can I say that? I'm sorry.

12 MS. HEEKIN: Go ahead, explain it.

13 SPECIAL MAGISTRATE: Go ahead and testify. You've  
14 been wanting to testify.

15 THE WITNESS: No, I haven't, but I'm here now,  
16 right?

17 SPECIAL MAGISTRATE: Go ahead. Yes.

18 THE WITNESS: Our current policy 04.28 is annual  
19 leave for the entire college. It does not apply to  
20 teaching faculty, but for librarians they are eligible  
21 for annual leave.

22 MR. WAZLAVEK: Well, we're not -- if that was a  
23 concern, it's not a concern to us. That's fine. That's  
24 what we assumed.

25 THE WITNESS: Okay. Annual leave was not

1 applicable to teaching faculty.

2 MR. WAZLAVEK: Right, because they're not  
3 full-time 12-month teaching employees.

4 MR. CROSLAND: Okay, we're clear on that.

5 MR. WAZLAVEK: Yeah, yeah.

6 MS. HEEKIN: We will put our paragraph 10 back in.

7 MR. WAZLAVEK: Okay. All right.

8 MR. HEEKIN: So basically there is no issue on  
9 paragraph 10. I will send you the --

10 MR. WAZLAVEK: The modified version?

11 MS. HEEKIN: -- the modified proposal.

12 SPECIAL MAGISTRATE: All right. So its status --  
13 no one is proposing anything on current policy practice  
14 on it?

15 MS. HEEKIN: Correct.

16 SPECIAL MAGISTRATE: Which means that -- I'm not  
17 even going to go there.

18 MS. HEEKIN: Right. The only issue with Article  
19 24 is paragraph one and paragraph two.

20 MR. WAZLAVEK: Do you all have further testimony  
21 on health insurance?

22 MR. CROSLAND: No.

23 MS. HEEKIN: No, that's it.

24 MR. WAZLAVEK: Okay. I have to think if I've got  
25 any cross on this. No, we'll let her sit down, and I'll

1 put him back up there and I'll ask the questions I need  
2 to ask, and we're done. This ought to take two minutes.

3 (Witness excused)

4 MR. CROSLAND: With Martin? Two minutes?

5 MR. BALINSKY: What are you trying to say?

6 MR. CROSLAND: Want to step outside and do a bet?

7 Thereupon,

8 MARTIN BALINSKY

9 was recalled as a witness, having been previously duly sworn,  
10 was examined and testified as follows:

11 DIRECT EXAMINATION

12 BY MR. WAZLAVEK:

13 Q All right, the discussion on 24.1 is also going to  
14 be the same discussion for calendar committee, because it's  
15 the same proposal, which is that we would like to put two  
16 people on the committee that we name, and the college  
17 basically wants us to submit 15 names and they'll pick two.  
18 What is our objection to that proposal, Mr. Balinsky?

19 A Our objection is that we want to name our members.  
20 We feel like it's an inappropriate intrusion into our  
21 internal decision making.

22 Q And wouldn't it, in effect, be something of a  
23 waiver? I mean, we're allowing them to select our  
24 representatives?

25 A It would.

1 Q Okay. So what is our proposal, then?

2 A Our proposal instead is that we simply name the  
3 two member to the qualified benefits committee.

4 Q And then the insurance benefits, themselves, you  
5 heard the VP for finance testify.

6 A Yes.

7 Q What is the rationale for us proposing 100 percent  
8 coverage as opposed to a dollar amount?

9 A The reason for that is it has to do with, as  
10 Mr. Milinski said, freezing the amounts. If it's set to a  
11 certain dollar amount, we've got to return to the table and  
12 bargain an amount every year, and as the current status is at  
13 the college, it's 100 percent coverage of the HMO plan, and  
14 we'd like to keep it that way.

15 MR. WAZLAVEK: Okay, that's all we have.

16 SPECIAL MAGISTRATE: Real quick, so I can clarify,  
17 I heard that they offered to continue to treat you as  
18 all other employees in health. I'm hearing you say the  
19 same thing.

20 MR. WAZLAVEK: Yes. That we're --

21 SPECIAL MAGISTRATE: They said -- I thought they  
22 said you refused that. Is there a little nuance there?  
23 You need to give me the nuance on that.

24 MR. WAZLAVEK: Well, I'm not sure of nuance,  
25 because I know initially we proposed a pretty

1 benefits-rich article, but it got pared down pretty  
2 quickly, and I think we moved to their position on  
3 insurance benefits months ago. I'm --

4 SPECIAL MAGISTRATE: They have a different  
5 position now?

6 MR. WAZLAVEK: I guess.

7 SPECIAL MAGISTRATE: So you want to stay with  
8 what's the status quo now?

9 MR. WAZLAVEK: Correct.

10 SPECIAL MAGISTRATE: Okay, okay, I hadn't had a  
11 chance to -- I understand.

12 MR. CROSLAND: Well, we changed it because you  
13 rejected our initial proposal.

14 THE WITNESS: I believe your initial proposal had  
15 it tied to the Board's discretion.

16 MR. WAZLAVEK: Yeah, I think your first proposal  
17 was something like we'll give you two Band-Aid and a  
18 couple aspirin and --

19 MS. HEEKIN: Well, not quite.

20 MR. CROSLAND: I mean, that's funny, but that was  
21 not our proposal.

22 MR. WAZLAVEK: Frankly, it's been so long ago I  
23 don't remember the Board's proposal.

24 THE WITNESS: It was tied to the Board's  
25 discretion is my recollection.

1 MR. CROSLAND: We offered to give you the same  
2 insurance, and for whatever reason, and it's your right,  
3 you turned it down. Hence, you see our proposal.

4 THE WITNESS: Well, it was subject to the  
5 decisions of the Board, that was the issue.

6 MS. HEEKIN: Well, if the insurance changed for  
7 everybody else at the college, it would also change for  
8 you.

9 THE WITNESS: I'm explaining what the initial  
10 proposal was.

11 MR. WAZLAVEK: You wanted us to waive our right to  
12 bargain insurance.

13 MS. HEEKIN: Either way, you've got a bargain, a  
14 dollar amount or --

15 THE WITNESS: I'm not sure why we're --

16 MR. CROSLAND: As you -- well, one other point,  
17 Mr. Milinski, and that is, as you know from your years  
18 of experience, it's extremely difficult every year when  
19 the carrier changes the rates on the employer and to  
20 have to bargain every year to try to get an agreement  
21 before the plan year commences. And the plan year is  
22 normally not the same year as the collective bargaining  
23 agreement year, and that's certainly the case here,  
24 generally, because unlike cities, where we always start  
25 October 1, or almost always, here it's what, July 1?



1 MS. HEEKIN: Here is a calendar year but the  
2 fiscal year is July 1st through June 30th.

3 MR. CROSLAND: That's what I mean, the fiscal year  
4 is July 1 and the plan year is January 1. You've got  
5 just a few months to try to resolve this issue. And  
6 what if you don't get it resolved? The carrier may  
7 carry the same rates for a limited period of time, or  
8 you go to impasse every year on that issue.

9 MS. HEEKIN: Or what --

10 MR. CROSLAND: It's a pain in the you-know-what to  
11 address insurance.

12 MS. HEEKIN: Or what happens is your rates go up  
13 40 percent for the same plan you have and we're stuck  
14 paying it because we can't change the plan, we can't  
15 change the amounts, we can't change anything until we  
16 bargain. So at least this way the college has some  
17 protection against some huge rate increase, and plus it  
18 also gives the parties a little incentive to bargain and  
19 get this done quickly.

20 MR. WAZLAVEK: And having 100 percent coverage  
21 just resolves all that because they don't have to worry  
22 about bargaining, they just have to bargain with Blue  
23 Cross, Blue Shield and the HMO and not deal with the  
24 employees. If the employer wants a different deal,  
25 wants to change the benefits plan, okay, come to the

1 table and negotiate with the union. I mean, we do this  
2 all the time. It's not like -- you know, the college  
3 sounds like they're reinventing the wheel.

4 MS. HEEKIN: Blue Cross went up 30 percent last  
5 year. We've had this with plenty of clients where we  
6 get stuck every year having to -- where the union will  
7 just hold this over the employer's head. We can't  
8 change the plan -- because usually that's how you keep  
9 your costs down. Okay, we're going to go up a little  
10 bit on our co-pays this year. You know, these  
11 prescription drugs are going to be a little higher this  
12 year. So you make plan design changes, you know, based  
13 upon what your consultants say, and you look at, okay.  
14 What can we do to keep the costs down?

15 We can't just do that. We have to go to the table  
16 to talk about those issues. So in the meantime, until  
17 we have an agreement, we're stuck paying whatever those  
18 increased rates are.

19 SPECIAL MAGISTRATE: Understood. Okay.

20 MR. WAZLAVEK: Do you want to cross? Are you all  
21 going to cross or testify?

22 SPECIAL MAGISTRATE: It's getting late.

23 MS. HEEKIN: It doesn't matter.

24 MR. WAZLAVEK: Okay, we're done. All right, you  
25 might as well stay there for discipline.

1 MS. HEEKIN: Discipline is the issue. Do you want  
2 to go through this first, do our position and then make  
3 them do their position?

4 SPECIAL MAGISTRATE: Number 29, discipline?

5 MR. WAZLAVEK: Yeah.

6 MS. HEEKIN: No, 27 --

7 SPECIAL MAGISTRATE: I heard 29.

8 MS. HEEKIN: Hold on one minute. Did we put these  
9 articles in?

10 SPECIAL MAGISTRATE: I don't know if I've got 27.

11 MS. HEEKIN: I don't believe so.

12 MR. WAZLAVEK: You should have 27 in my book.

13 MS. HEEKIN: Okay, so this will be College's 23.

14 MR. WAZLAVEK: It should be tab 13 for you,  
15 Mr. Magistrate.

16 SPECIAL MAGISTRATE: Okay, 23?

17 MS. HEEKIN: College's 23 is a copy of the  
18 college's proposal, Article 27, and right behind it is  
19 the union's proposal for Article 27.

20 (Whereupon, TCC's Exhibit No. 23 was marked for  
21 identification.)

22 MR. CROSLAND: We're just going to explain this  
23 article to you. We don't need a witness. The first  
24 point is we feel that what's contained in our proposal  
25 is a pretty standard discipline listing of items that

1 can come forth. Many different contracts have different  
2 versions of this, but this is pretty standard. The  
3 union has proposed a different version.

4 MR. WAZLAVEK: Yeah, it's called a real discipline  
5 article.

6 MR. CROSLAND: And strikes all of our things and  
7 goes into four or five pages of convoluted language  
8 about hearings --

9 MR. WAZLAVEK: About holding management  
10 accountable and due process.

11 MR. CROSLAND: -- hearings before and after  
12 discipline is imposed. Some of what is in here is  
13 already -- much of it is covered in our grievance  
14 arbitration procedure. You know, the steps in the  
15 grievances, it's covered in our own proposal, which  
16 is -- I don't remember what the --

17 MS. HEEKIN: Eight, Article 8, College 5.

18 MR. CROSLAND: The college does not purport to try  
19 to deny anybody procedural due process. We recognize  
20 the basic principle that if you're going to be  
21 disciplined in the sense of a loss of a property right,  
22 that we give them notice beforehand, the usual  
23 protections, notice, an opportunity to be heard, an  
24 opportunity to have a union representative or an  
25 attorney. We certainly recognize that.

1           Our grievance arbitration procedure gives them the  
2 process and gives them the process of, after  
3 disciplinary action is taken, they have the option of  
4 either using the contractual grievance procedure or the  
5 Chapter 120 administrative hearing with DOAH. I don't  
6 know what's wrong with our proposals. It's pretty  
7 standard.

8           MR. WAZLAVEK: Are you done there, Mr. Jim?

9           MR. CROSLAND: You bet.

10          MR. WAZLAVEK: All right. Well, I'll start -- let  
11 me just start with why we're concerned about their  
12 proposal. If you look at the first page of their  
13 discipline -- their article, Section D, it's -- well,  
14 first of all, this is a laundry list of, you know, just  
15 a pile of different things that they would love to be  
16 able to, I suppose, discipline and fire folks for.

17          But some of these are particularly egregious: D,  
18 offensive, profane or abusive conduct. Well, you know,  
19 who determines what's offensive? Now, you know, we have  
20 an idea of what profane is and we don't -- we think we  
21 have a pretty good idea about what abusive conduct or  
22 language is, but what's -- who gets offended?

23          Insubordination or disrespect toward a supervisor.  
24 Now, I understand insubordination. That's a direct  
25 refusal to do something that's a direct order, but

1           disrespect -- well, disrespect in whose eyes?

2                   Section F, violation of the college -- this is a  
3           good one, violation of college's policies and  
4           procedures, including the civility and mutual respect  
5           policy, or the got-ya in the front of the contract that  
6           we've already objected to.

7                   Then I'll skip down to I, I being the sort of real  
8           cherry on top of the cake: Being antagonistic toward  
9           superiors or fellow employees and criticizing orders,  
10          rules, or policies. Well, you know, does that translate  
11          into, okay, one of our activists shows up at a Board  
12          meeting and is critical of the Board. Are they going to  
13          be disciplined for being critical of the Board, engaging  
14          in protected activity, free speech? This discipline  
15          article of theirs is just -- it's pitiful.

16                   Now, you contrast that with ours, and this is a  
17          union contract, so we'd like some language in there that  
18          guarantees employees due process and a fair hearing. We  
19          start with defining disciplinary action so we understand  
20          what disciplinary action is, we understand what the  
21          procedure is. There's a procedure. People have  
22          guaranteed rights.

23                   It lays out the procedure for dismissal of people  
24          under continuing contract, a return to annual contract.  
25          It also allows -- has a procedure for dismissal of

1 people on annual contract -- in other words, gives  
2 management the power they need to take action and  
3 terminate people if they feel they need to do that.

4 Then it continues to lay out the process for  
5 somebody who is under investigation to have  
6 representation, to state their side of the case or  
7 story. And then, you know, it still allows the college  
8 to discipline people, but it provides very clearly an  
9 opportunity to have a fair hearing. And their  
10 discipline article does none of that. So that's it.

11 SPECIAL MAGISTRATE: I have one question. Look at  
12 four. I don't know that much about colleges and stuff,  
13 but, may not be dismissed during college year without an  
14 opportunity to be heard at a public hearing after at  
15 least 14 days notice of charges and at the time and the  
16 place -- what do you perceive to be a public hearing?

17 MR. WAZLAVEK: Well, in that case that language  
18 is simply -- and we actually have this -- this is  
19 language out of the Pensacola contract.

20 SPECIAL MAGISTRATE: Yeah, okay.

21 MR. WAZLAVEK: And the way this is used in  
22 Pensacola, it gives the faculty member who is being  
23 dismissed an opportunity to informally, before the  
24 Board -- because remember, the Board always has to take  
25 action to dismiss somebody, just like a school board,

1           you know, they bring the employee up and they say we're  
2           going to fire you and you can appeal and --

3           SPECIAL MAGISTRATE: Just help me out here. At  
4           the community college, who is the Board?

5           MR. WAZLAVEK: The Board is the Board of Trustees.

6           SPECIAL MAGISTRATE: Okay, Trustees, Okay.

7           MR. WAZLAVEK: Equivalent to a school board.

8           SPECIAL MAGISTRATE: Okay, yeah.

9           MR. WAZLAVEK: And the President of the college  
10          would notify the employee that they're being dismissed,  
11          they get the 14-day notice so they can go to the Board  
12          and make an informal pitch to the Board -- it's just an  
13          informal pitch. The Board still can go up or down and  
14          then the employee still has the right to the grievance  
15          process.

16          SPECIAL MAGISTRATE: So this is not a  
17          predetermination hearing, it's after discipline is  
18          issued --

19          MR. WAZLAVEK: Correct.

20          SPECIAL MAGISTRATE: -- they have a right to tell  
21          their side of the story, so to speak, in front of the  
22          Trustees?

23          MR. WAZLAVEK: Correct.

24          SPECIAL MAGISTRATE: And the Trustees make the  
25          final decision.



1           MR. WAZLAVEK: Well, they make the final decision  
2 on whether to fire them. Now, that's still appealable.

3           SPECIAL MAGISTRATE: Yeah, I mean, they can say  
4 yes or no. It's still appealable. There's still all  
5 the due process after that.

6           MR. WAZLAVEK: That's correct. It's just an  
7 opportunity to give --

8           SPECIAL MAGISTRATE: An opportunity for them to  
9 change the decision.

10          MR. WAZLAVEK: Correct. And in all the years that  
11 I've been doing it over in Pensacola, I think we've had  
12 two cases where they've actually gone to the Board and  
13 made their pitch. Most of the time they just defer to  
14 the grievance process. So that's -- you know, this is a  
15 standard --

16          SPECIAL MAGISTRATE: I'll have to read it all.  
17 There's a lot. I'll read it.

18          MR. WAZLAVEK: This is standard union contract  
19 language for discipline. I can only imagine  
20 Mr. Crosland was referring to a Russian contract or  
21 something where Vladimir runs everything.

22          MR. CROSLAND: You know what, you really hurt my  
23 feelings. I'm just shocked. But I think we've about  
24 had enough on this. It's up to you, of course. But let  
25 me just add this. We just -- we think this is too long,

1 too complex. We're not denying anybody any recognized  
2 procedural due process rights. Most of this stuff is  
3 covered under the grievance arbitration procedure --

4 SPECIAL MAGISTRATE: That's the question I had.  
5 There's a lot of -- yours is listed more as disciplinary  
6 rules, grounds for discipline. The other one -- that's  
7 why I asked -- it has due process procedurals --  
8 procedures in there. So I'll have to look at that.

9 I don't know if I'm -- I don't even know what's in  
10 the other article on grievance process. Some of that  
11 may be tied to it, I don't know.

12 MS. HEEKIN: Exactly.

13 MR. CROSLAND: And just for completeness --

14 SPECIAL MAGISTRATE: I understand the concern. I  
15 have to read it.

16 MR. CROSLAND: Yeah, but we don't deny giving them  
17 procedural due process. And the final point here is --  
18 two final points. They've got -- when you read this  
19 carefully, you've got this long progressive discipline  
20 article in there, and that's your usual problem, you  
21 know, like a column of offenses. You can have one for  
22 theft, one for another thing, and one for another, and  
23 in the union's world they divide all these up. You  
24 could have four offenses of one thing, two of another,  
25 three of another, and three of another and you still

1 haven't got to the point of terminating somebody. But  
2 they're obviously a bad employee if they're doing all  
3 these things.

4 SPECIAL MAGISTRATE: I've got a question for Tom,  
5 while I've got you here on this.

6 MR. WAZLAVEK: Sure.

7 SPECIAL MAGISTRATE: Do you see any conflicts with  
8 this, what's in the grievance article -- I mean, the  
9 provisions in there?

10 MR. WAZLAVEK: No, I don't see the conflicts.

11 SPECIAL MAGISTRATE: I mean, there's no -- it says  
12 this over here, it says that in there?

13 MR. WAZLAVEK: No, those two articles should go --  
14 they work together.

15 SPECIAL MAGISTRATE: Okay, okay, that's the first  
16 concern I would have is some of this is procedural stuff  
17 and it's in two different places, but they're not in  
18 conflict.

19 MR. WAZLAVEK: Well, right, they're not in  
20 conflict because the grievance procedure deals with the  
21 grievance -- from the point you file the grievance  
22 forward.

23 SPECIAL MAGISTRATE: This deal with the discipline  
24 and therefore -- okay, discipline of any type. This  
25 deals with after discipline -- okay.

1 MR. WAZLAVEK: Right.

2 MS. HEEKIN: All this is pre-discipline?

3 MR. WAZLAVEK: Right, this is all pre-discipline  
4 up to the point of discipline. And then the grievance  
5 article is a separate article, of course, it kicks in.  
6 But to Mr. Crosland's point about --

7 SPECIAL MAGISTRATE: I see what you're saying.

8 MR. WAZLAVEK: But to Mr. Crosland's point about  
9 progressive discipline, again, he must be reading from a  
10 Russian contract, because that language is very clear --  
11 very clearly gives the college the latitude to take more  
12 serious disciplinary measures, including termination, if  
13 the situation warrants it.

14 We all -- we understand that an employee accused  
15 of -- not convicted -- but found to be guilty of, say,  
16 theft, is going to be fired, because that's a firing  
17 offense. But there are a whole lot of other offenses  
18 that aren't firing offenses, that shouldn't be firing  
19 offenses, that the employee should have the opportunity  
20 to rehabilitate. And that's all that article does, or  
21 that section of the article.

22 SPECIAL MAGISTRATE: Okay, I have a better  
23 understanding of it.

24 MR. CROSLAND: You'll have to read it but I would  
25 just add that under paragraph A of their article it

1 limits discipline to work-related performance, conduct,  
2 or duties. So I guess somebody could go out and cut  
3 somebody's head off -- well, that wasn't on the campus,  
4 that wasn't job-related, you know, you can't fire them  
5 for that.

6 I mean, that's what could be -- I know that's an  
7 extreme example, but that's what it says, work-related.  
8 I was on vacation and --

9 MR. WAZLAVEK: Well, I think that's a pretty broad  
10 term, as well. I mean, you know, work-related -- if the  
11 college can prove a nexus between off-duty misconduct --

12 SPECIAL MAGISTRATE: That was my question.

13 MR. WAZLAVEK: -- and their work, fine.

14 SPECIAL MAGISTRATE: If it's a professor that's  
15 been accused of murder, you know, wasn't on duty, the  
16 nexus --

17 MR. WAZLAVEK: Right, there's going to be a nexus  
18 there. The college is going to have the right to say,  
19 wait a minute, we just can't tolerate this kind of  
20 behavior, and you're gone.

21 SPECIAL MAGISTRATE: They're not going to be able  
22 to teach there anymore or whatever. Okay, I got it.

23 MR. WAZLAVEK: Okay, Article 28. We're almost  
24 there, folks.

25 MS. HEEKIN: 28, we handled that.

1 MR. WAZLAVEK: Well, then, we're done. Academic  
2 calendar, we already talked about academic calendar.

3 MS. HEEKIN: Okay, let me just put that exhibit  
4 in, then. I don't think that went. So College's  
5 Exhibit 24 is the college's proposal on Article 29,  
6 which is academic calendar, and the union's proposal.  
7 And that was the whole committee thing that we already  
8 talked about.

9 SPECIAL MAGISTRATE: Oh, okay, yes, I recall.

10 MR. WAZLAVEK: And that's College Exhibit --

11 MS. HEEKIN: It's College Exhibit 24.

12 (Whereupon, TCC Exhibit No. 24 was marked for  
13 identification.)

14 SPECIAL MAGISTRATE: The college proposes that the  
15 union will provide names and we'll pick who we want.

16 MR. WAZLAVEK: Right.

17 SPECIAL MAGISTRATE: And you say we'll pick our  
18 representative.

19 MR. WAZLAVEK: Well, we are willing to compromise,  
20 and the compromise will be, we'll let them pick our  
21 members if they'll let us pick their members. Fair is  
22 fair.

23 MS. HEEKIN: So then the last article is duration,  
24 which this should be really short, but this is the  
25 college --

1 MR. CROSLAND: You just explain it.

2 MS. HEEKIN: -- College 25 is the college's  
3 proposal along with the union's proposal.

4 (Whereupon, TCC's Exhibit No. 25 was marked for  
5 identification.)

6 MR. WAZLAVEK: You gave me duration.

7 MS. HEEKIN: Did I? I'll get you the other one.  
8 I'm sorry, Tom. I guess you don't need another one of  
9 those.

10 MR. WAZLAVEK: No, I needed the other one.

11 MS. HEEKIN: Here you go.

12 MR. WAZLAVEK: Thank you.

13 MS. HEEKIN: Okay, so the college's proposal is we  
14 propose a one-year contract. It will be in effect until  
15 June 30th of 2019.

16 MR. WAZLAVEK: We prefer a two-year contract with  
17 a reopen clause.

18 MS. HEEKIN: Do we need to say anything more, Jim?

19 SPECIAL MAGISTRATE: Reopener on two articles?

20 MR. WAZLAVEK: Right. It could be anything,  
21 salary, benefits, two articles -- that's kind of normal.

22 MR. CROSLAND: And to be honest with you, the  
23 concern with this type of reopener is they turn into  
24 full-fledged negotiations. A lot of these articles have  
25 10 or 15 sections in them so you're really talking about

1           20 or 30 different items if you go by article. It's  
2           just cleaner to have a contract and then start  
3           bargaining again.

4           MS. HEEKIN: Plus, it's a really new relationship,  
5           you know.

6           MR. WAZLAVEK: Then there's also the thought that  
7           you give -- you've got a two or three-year contract, to  
8           give time for the parties to work with the language that  
9           they just adopted. You don't want to start working on  
10          it trying to change it one year later or six months  
11          later.

12          MR. CROSLAND: Give us two years and think about  
13          our workload formula and then everything will be okay  
14          and see how well it works.

15          SPECIAL MAGISTRATE: Here's what I think. I think  
16          you two, seriously, should teach a labor relations  
17          course. No, you raise -- those are the two arguments,  
18          they both have merit, and you guys would be pretty good.  
19          Don't laugh. I'm serious.

20          MS. HEEKIN: They would be entertaining.

21          SPECIAL MAGISTRATE: You've covered all the bases  
22          on the theories and it's -- even if you had those  
23          choices it's not an easy decision to make for anybody.  
24          Sometimes somebody wants a longer contract for one  
25          reason. It doesn't -- let me know when you've got the



1 thing on the road show and I'll come watch it.

2 MR. WAZLAVEK: Jim has the advantage of having  
3 worked under John L. Lewis, so --

4 SPECIAL MAGISTRATE: So this is it? The parties  
5 rest?

6 MR. WAZLAVEK: The parties rest. The union rests.

7 SPECIAL MAGISTRATE: Question, the next is the  
8 transcript, do we have any issues on the transcript?

9 MR. CROSLAND: We're ordering.

10 SPECIAL MAGISTRATE: You're ordering? Are you  
11 going to order the transcript or do you want to --

12 MR. WAZLAVEK: I need to ask my boss first.

13 SPECIAL MAGISTRATE: Okay, then I'll be available  
14 on email if that issue comes up. Ballpark figure? You  
15 can get together and set a date you're going to submit  
16 position papers or briefs, whatever you want to call  
17 them. Try to keep this organized like you did for me on  
18 this, because for someone with not a lot of background  
19 on this that hasn't been here, and hasn't been at the  
20 table, there's a lot of places I can just walk in here  
21 and get lost. I mean, you know that.

22 MS. HEEKIN: Yeah.

23 SPECIAL MAGISTRATE: You both know that; you're  
24 experienced with that. And we'll go from there.

25 (Whereupon, the proceedings were concluded at 6:15 p.m.)

