

# Kamehameha Schools Faculty Association

## *After the election: what next and how to get there?*

After catching its breath, the organizing committee has been meeting down the hill, at Kenny's. Unfortunately, Dr. Chun sent a letter to our administrators letting us know that KSFA is not welcome on campus. A second letter was sent to our attorney (See the full text on the other side). This will make meetings more difficult for all of us, and does certainly not promote the "healing" Katz and McGuire were hired to promote. We will all have to make good use of the few meetings we do have, and perhaps set up an organizational structure that minimizes large meetings.

The organizing committee sees its job as setting up a formal, elected board as soon as possible, so that an empowered, elected body can take the next steps. We anticipate two general meetings before the end of the year. The first one would approve or modify a "skeleton" set of temporary bylaws intended to govern nominations and an election. These bylaws are important because they will establish the basic structure of our organization (*see the box, below*). Nominations for the board would also be made at this meeting.

The second meeting is for electing an board, and for any other business we need to conduct before the end of summer.

### **What tasks face a KSFA board?**

A newly-elected board needs to work quickly to propose a set of bylaws that will formalize our organization, elect officers and elect or set up a negotiating committee. It will also need to educate itself about procedures and laws governing union activity, and about the process of negotiat-

ing. Luckily, classes are available on these topics, and board members will be able to take them during the summer. In all likelihood, a negotiating committee will need to begin meeting with administration representatives this summer, so that it can present specific proposals to the faculty in the fall. The board will also need to come up with a reasonable budget and set dues.

## A tentative timeline (subject to revision, of course)

### **Week of April 6-9**

Organizing committee prepares preliminary bylaws and newsletter. Committee looks for non-campus meeting places.

### **Week of April 13**

Publication of newsletter.

### **April 21**

Organizing Committee meets with Dr. William Puette to get advice on the temporary bylaws and the election.

### **April 23**

First general KSFA membership meeting, at Kalihi Union Church, 2214 N. King St. (about 5 blocks 'Ewa of Farrington, on the mauka side of N. King St.) Nominations and adoption of "skeleton" bylaws. **PLEASE ATTEND!**

### **May 6**

Second general KSFA membership meeting: election of executive board. **PLEASE ATTEND!**

### ***A KSFA structure — some models***

#### **Organization Model #1**

Each unit (KES, 7/8, 9/10, 11/12) sends two representatives to an executive board, made up of nine members, including one librarian.

#### **Organization Model #2**

Each level sends four or five representatives to an board, made up of twenty to twenty-five members. These members elect an executive

board.

#### **Organization Model #3**

Academic departments, KES and the libraries send one or two representatives to an executive board made up of twenty to twenty-five members. As with model #2, the board then elects an executive board.

#### **Organizational Model #4**

Bring your own ideas to the meeting!

# Kamehameha Schools Faculty Association

## The full text of the letter from Mr. Katz

3/23/98

I am writing to you in your capacity as legal counsel to the Kamehameha Schools Faculty Association (“KSFA”). As you know, the recent election of KSFA as collective bargaining agent for certain employees of the Kamehameha Schools Bernice Pauahi Estate (“KSBE”) will require that KSFA and KSBE comply with the various federal labor laws governing relations between labor unions and employers. This letter addresses the specific requirements imposed by Section 8(a) (2) of the Labor Management Relations Act (“LMRA”) and Section 302 of the Labor Management Reporting and Disclosure Act of 1959 (“LMRDA”). See, 29 U.S.C. §§ 158 (a) (2) and 186. These Sections are designed to preserve an independent arms-length relationship between labor and unions and employers by requiring that KSFA operate independently from KSBE and prohibit KSBE from providing to KSFA or KSFA accepting from KSBE any monetary or other financial benefit. A violation of LMRDA § 302 is particularly problematic because it provides for criminal penalties. See, 29 U.S.C. § 186 (d).

In order to protect KSFA and KSBE from any unintentional violation of these laws, KSFA should not use and KSBE cannot permit KSFA to use KSBE facilities, supplies or equipment for the conduct of KSFA’s independent union functions. Accordingly, please advise your client that for its own protection as well as for the protection of KSBE, it must not and will be not permitted to use any KSBE facilities, supplies or equipment for the conduct of its independent union business.

Thank you for your cooperation in this matter.

Very truly yours,

Robert S. Katz

Attorney for Kamehameha Schools

Bernice Pauahi Bishop Estate

## Our attorney’s reaction

Our attorney, Dean Choy, advises KSFA that we all need to obey the directive from our administration so as not to be in danger of insubordination. Of course, we do want to follow the law.

While we are complying with the directive, we feel that we can object to it. An issue to consider is “past practice.” Has our employer allowed outside groups to use the facilities? The KSFA committee is working on developing communication with school administration in order to arrive at some type of compromise. The use of a room after duty hours for a KSFA meeting, for example, does not involve a “monetary or other financial benefit.” Nor does the use of campus phones to

Mr. Choy explained that the administration is probably in compliance with labor laws. However, this position is an extreme interpretation of those laws. What message does this, our first communication between KSBE and KSFA, send? The tone of the letter, while in the guise of protectin us, is harsh. The stance is adversarial, and the result of this type of communication is to once again cause hard feelings, rather than the “healing” we were all told Mr. Katz was hired to bring about.

## Talking the talk and walking the walk

Virtually all of us voted for a union, and now we have what we voted for. In a short time, we will need to move on to a more formal structure, with an elected board, officers and committees. Having voted for this process, please stick around to see that it gets off on a good footing. Please consider running for the board. Please think about serving on a committee. Some of those who gave a great deal of time in order to win the election do not wish to continue donating such large chunks of their lives. Obviously, the best way to establish a sustainable union and minimize that burned-out, used up feeling is to spread the work among many people.

Our treasurer reminds us that we will still need the

services of our attorney throughout the negotiation process, and that his services do not come for free. Aside from a negotiation committee, we will obviously need a fund-raising committee, and will need to talk soon about dues.

Whatever group of folks takes up the slack in the next few months, they should plan on a few meetings this summer, and perhaps a few mornings in class, to learn the fundamentals of negotiating and building a union. Classes like these are offered by the Center for Labor Education and Research at the university.

*If you cannot be on the board or a committee, please do attend the meetings!*