

Kamehameha Schools Faculty Association

P.O. Box 894163, Mililani HI 96789 hotline number: 539-2450

Negotiating team submits a “plain vanilla” contract proposal

Negotiating a contract is the most important function a union performs for its members. Keeping abreast of the progress of negotiations is an important responsibility of the membership because in the end it will be asked to ratify (or reject) the agreement that its negotiating team worked out with the employer. Without ratification, there is no contract and the negotiations process resumes.

Following the suggestions of our attorney, we are submitting a “plain vanilla” proposal for our first contract, to avoid giving KSBE an excuse to draw out negotiations. So far, we have submitted our initial draft contract proposal which you may have been briefed on by your Unit Representative. Here are the nine main points of the proposal:

- **ARTICLE I: KSFA RECOGNITION.** Among other things, this article notes that this agreement supersedes all other employer directives, such as the Employee Handbook.

- **ARTICLE II: NONDISCRIMINATION.** This ensures that members will not be harassed because of political activity, affiliation or the exercise of free speech as long as it does not materially interfere with classroom instruction.

- **ARTICLE III: KSFA & FACULTY ACCESS RIGHTS.** This one will ensure KSFA has access to such campus facilities as meeting space, mailboxes, telephones, and other communications services as long as it doesn't interfere with our teaching responsibilities.

- **ARTICLE IV: MAINTENANCE OF RIGHTS AND BENEFITS.** The purpose of this article is to ensure that members continue to receive all rights and benefits they received prior to joining the union.

- **ARTICLE V: DISCIPLINARY ACTIONS.** This article provides a process for resolving problems in a fair and equitable manner and changes your status from “at will” to “just cause.”

- **ARTICLE VI: FAIR SHARE AND DUES.** This one makes dues payment automatic and authorizes the employer to deduct KSFA dues from the salaries of all members.

- **ARTICLE VII: WAGES.** The purpose of this article is ensure that you receive at least the same percentage increase as comparable non-bargaining unit employees. It also has a retroactive provision so that your pay raise will include a lump sum amount to make it equivalent to the non-bargaining unit pay raise which began in August.

- **ARTICLE VIII: GRIEVANCE PROCEDURE.** This procedure describes what a member does when he/she believes this agreement has been violated or has been accused of violating some other rule. It starts with the grievant dis-

cussing the problem with his/her immediate supervisor and, in the worst case, ends in arbitration.

- **ARTICLE IX: DURATION.** This will be a one-year contract.

If you want to read it in its entirety, a copy is available through your Unit Representative. Keep in mind that as of today, none of it has been approved by your employer and there are bound to be changes, additions and deletions. We developed this proposal by listening to the best advice we could find. Our lawyer and all our labor contacts advised us, without exception, that the first contract is part of the organizing process and is always challenged hard by the employer who usually considers this the best opportunity to weaken membership support for the union. We expect some hard bargaining by our employer, but we think our proposal is very reasonable and defensible for a first contract.

What do you think? — *Bill Follmer*



*Please attend
the general
membership*

meeting

Sept. 30

4:00 p.m.

*Kalihi Union
Church*

Kamehameha Schools Faculty Association

P.O. Box 894163, Mililani HI 96789 hotline number: 539-2450

Yes, we have no contract — yet

The negotiating team met with KSBE for the first time on Thursday, Sept. 3. As we all might have expected, the meeting did not lead to an instant contract. KSFA had given KSBE negotiator Michael McGuire our contract proposal (outlined on page 1) fifty days earlier, on July 14.

Although McGuire did give KSFA negotiators 25 pages of new contract proposals in the last 30 minutes of the meeting, none of these new proposals responded to the original KSFA proposal. In other words, McGuire and KSBE still have not responded to our contract proposals. The faculty negotiating team, of course, had been hoping to receive a complete set of KSBE counterproposals well before the start of negotiations, so that the first meeting would be all the more productive.

Many of the 25 pages of McGuire's proposals cover

policies and procedures already mandated by law, such as the definition of the bargaining unit. The KSBE proposals also include three pages on management rights, and sections on evaluations and additional teacher duties.

The negotiators did finally agree to a set of six negotiating ground rules, which had been the subject of discussions all summer. These include the dates the ground rules would be applicable, the procedure for scheduling negotiation meetings, the identity of negotiators, the procedure for signing off on contract items to which both sides agree, the right of both sides to caucus and a statement on the duty to bargain (already mandated by law). Our team still objects to the KSBE insistence that negotiation meetings take place in the late afternoons at the Federal Building.

The negotiators agreed to the date of the next meeting — September 17. — *Jan Becket*

It was a busy summer, including the good...

This past summer most of us spent time traveling, relaxing on the beach, being with friends and loved ones, taking classes for our own development, playing sports or just generally getting ourselves refreshed and emotionally charged to come back to a new school year. There are some among us though who spent most of their time this summer working hard on behalf of the rest of us Kamehameha teachers.

Two of your KSFA representatives attended a seminar in conjunction with other unions in the state. Several organized a very successful (i.e. lucrative) garage sale fund-raiser. Most participated in a phone tree to keep members notified. Several mailings, including a newsletter, were sent to members and a phone hotline was activated. Please know that attendance at the representative meetings this summer was excellent. Your representatives are committed.

The entire executive board plus some other members

and the not so good...

The negotiating team and the Representative Assembly spent the entire summer attempting to get KSBE to agree to a set of ground rules that would govern negotiations. As many predicted, it became apparent that the strategy of Michael McGuire is to seize any pretext to delay and prolong the negotiation process so that teachers will be unable to obtain a negotiated contract within the one-year window.

Michael McGuire is reportedly on retainer to KSBE for many, many tens of thousands of dollars, and is widely regarded as a professional gun-for-hire union buster, despite his insistence that he is here as part of a "healing process."

During the entire summer, the average response time of KSFA to KSBE communications was four days. The av-

erage response time of KSBE to KSFA communications, however, was 24 days.

One point of contention was agreement on where negotiations would take place. KSBE insisted that they take place in the late afternoon at the Federal Building, while union members wanted them to take place after school on campus, for obvious reasons. Executive Board members wondered if the curious insistence on a downtown location was a petty attempt to have them arrive at negotiations worn out from traffic.

Executive Board members finally gave in to many of these demands, even some of the unreasonable ones, just to get negotiations started. — *Jan Becket*

The KSFA Representative Assembly met regularly to discuss and give input on the writing of these documents but it was the Executive Board that shouldered the primary responsibility for them. Larry McElheny, Roy Alameida, Moana Leong, Rick Heyd, Diane Tanner-Cazinha, Bill Follmer, and Bob Hamilton comprise the Executive Board which is also our contract negotiating team. This team of dedicated individuals met formally (i.e. at Kenny's and other such formal establishments) at least once a week and were constantly in contact by phone and fax. Reading, questioning, writing, thinking, studying, discussing, more questioning, more discussing: it was (and still is) a time-consuming process.— *Joyce Neilson*

Executive Board members finally gave in to many of these demands, even some of the unreasonable ones, just to get negotiations started. — *Jan Becket*

Kamehameha Schools Faculty Association

P.O. Box 894163, Mililani HI 96789 hotline number: 539-2450

President's message

Welcome back! Let me begin by thanking all of you who returned your ballots for your continuing support. It is an honor and a privilege to serve such a talented and dedicated group as we enter what is sure to be another challenging school year at Kamehameha.

It has been a busy summer for your Representative Assembly and Executive Board. Through our numerous meetings and training sessions we have forged some very strong relationships and demonstrated that we have created an outstanding organization with tremendous potential. This summer we have accomplished much of what we set out to, and then some. For example, we

- set up a communications network, including the hotline.
- completed a class in contract negotiation.
- drafted the initial contract proposal.
- Got KSBE to agree to a tentative date of 9/3 to begin negotiations.
- put our finances in order and ended the summer several thousand dollars in the black.

As our organization evolves, and as we work out the organizational details such as the size and scope of our union, we should not lose sight of the spirit in which we were formed: Nā Kumu's concept of inclusion and decision making by consensus with the best interests of our students as our primary objective.

The ongoing controversy surrounding the school, and the resulting need to be cautious in dealings with our employer could force us into an unnecessarily adversarial relationship. We must avoid this situation and are looking for projects and or direction that will help us achieve some of the unique objectives and purposes stated in Article II of our constitution.

By the time you read this we will have met with KSBE for our first negotiating session on September 3. Depending on the progress of our current proposals, we may be able to start thinking about the terms of subsequent contracts.

We will be faced with several important decisions in the near future so please stay informed by attending meetings and / or checking with your unit reps and by checking the hotline.

We are off to a terrific start and we enjoy widespread support throughout the community. Your input is essential, so please get involved in this exciting process.— *Larry McElheny*

Treasurer's report

Beginning balance: \$1782.57

(transferred to new officers on Thursday, May 21, 1998)

Deposits: \$10,447.85

\$2432.55	HSTA donations
\$1560.30	KSFA Upscale Garage Sale on 7/11/98
\$6250.00	Dues
<u>\$205.00</u>	Debt contributions from KSFA members

\$10447.85

Expenses: \$7012.83

\$6401.71	Legal fees to Dean Choy
40.00	Post office box annual rental fee
46.72	KSFA Hotline quarterly payment to Voice Mail Hawaii
64.00	Stamps for thank you notes to HSTA teachers
40.10	KSFA Garage Sale advertisements in the SunPress/Mid Week
67.25	Office supplies
230.81	Ballot mailing to KSFA membership on 6/23/98
82.00	Informational mailing to KSFA membership on 8/10/98
<u>40.00</u>	Lunch meeting of KSFA officers with attorney Dean Choy (negotiation strategies)

\$7012.83 total

Current balance: \$5217.83 (August 24, 1998)

OK, but now what???

By now everyone has probably heard that the trustees have disbanded the K.E.S./K.S.S. Faculty/Administration Planning Committee. With the future of that committee up in the air, the faculty still has Nā Kumu, KSFA and a potential professional assembly as vehicles for expressing its voice.

Teachers will be asked to consider a number of options in the coming weeks, ranging from the formation of the Professional Assembly (in addition to Nā Kumu), the evolving of Nā Kumu into that Assembly, or the empowerment of KSFA with committees that function as Nā Kumu and a Professional Assembly do now. One option, of course, is to do nothing for the moment and focus energies on getting a first contract.

Please talk to your colleagues, think carefully and attend the meetings where these (and other) options will be discussed. — *Jan Becket*

Kamehameha Schools Faculty Association

P.O. Box 894163, Mililani HI 96789 hotline number: 539-2450

From Dean's desk...

Teachers voted for dues, 167 to 17

KSFA members voted this summer in favor of approving a \$20 per month dues obligation by a margin of 167 to 17. Just as the NLRB election formed and empowered KSFA, the will of the majority rules in determining an all or nothing proposition.

The NLRB election requires KSFA to represent all Kapālama campus teachers and librarians in the terms and conditions of their KSBE employment. This legal requirement imposed on KSFA ignores whether a particular individual supports or does not support the union.

The union contract KSFA is negotiating with KSBE will cover all Kapālama campus teachers and librarians, regardless of their feelings about the union and regardless of KSFA's attitude about those individuals opposing KSFA. Since this legal obligation

is black and white, the obligation to pay dues is similarly black and white. All Kapālama campus teachers and librarians will enjoy the benefits and protections of the union contract and, therefore, everyone must pay their fair share.

An agency shop model is being discussed where individuals can choose whether they will become KSFA members or not. If one chooses not to become a member, however, a monthly support fee in the same amount members pay will still be imposed.

With the recent vote, the obligation to pay \$20 monthly dues, beginning July, 1998, is now a part of KSFA's constitution and bylaws. This vote now legally requires those same individuals whom KSFA is legally required to represent, to pay their fair share. — *Dean Choy*

To sign or not to sign?

All KSBE employees are being instructed to sign and return the Employee Acknowledgment at the end of the new KSBE Employee Handbook. This requirement appears rather innocuous if one were simply acknowledging receipt of the Handbook.

The language of the Employee Acknowledgment, however, goes much farther. By signing, you are representing to KSBE that you "understand the Employee Handbook completely," that you assume the affirmative responsibility to "ask for clarification of any policies, procedures or benefits that [you] do not understand," and that you can be fired for violating a "KSBE policy or rule contained in the Handbook."

Given the harsh circumstances presented by this language, it is incumbent upon each employee to truly understand the rules of the workplace, since breaking these rules can lead to employment termination. One needs to be secure in understanding what conduct breaks the rules and what doesn't.

Logical consistency mandates seeking clarification before signing something that says I understand the rules "completely." For example, VI.

GUIDELINES FOR CONDUCT, B. CONFLICTS OF INTEREST, on page 52, states:

Your activities, practices, actions or any other employment should be in the best interest of KSBE, and avoid the appearance of a conflict with the interests or image of KSBE. You should avoid engaging in, directly or indirectly, any conduct which is disloyal, disruptive, competitive or damaging to KSBE.

Are you clear on the kind of conduct that may "indirectly" be "disloyal" or "damaging" to KSBE?

On page 53, under 1.c., conflicts of interest are defined "to include any unauthorized use or application of any confidential or proprietary information (information which is the property of KSBE) to the detriment of KSBE." Do you really understand the scope of "information which is the property of KSBE?"

If the language of these sections, or any other section in the Employee Handbook, falls short of the employer's standard of complete understanding, then clarification should be sought before signature. Specific, hypothetical fact situations should be posed with the query whether or not such facts violate the rules. After all, you can be fired if you break them. — *Dean Choy*

Kamehameha Schools Faculty Association

P.O. Box 894163, Mililani HI 96789 hotline number: 539-2450

Excerpts from Larry M's opening remarks at the first negotiating meeting

We will not be limited or restricted by someone else's pre-conceived notion of what a union is. We will not conform to KSBE's definition, nor will we abuse or take unreasonable advantage of the protections provided by the NLRB. On the other hand we will rely on the law to protect our fundamental rights. Treated fairly, we have the talent, commitment and tenacity to control our own destiny and in so doing to make a significant contribution to the future of Kamehameha Schools.

In the alternative, it is important to consider the consequences of an indelibly painful negotiation process. If KSBE's ruthlessness were to result in a long, bitter, and costly battle with the unlikely conclusion of a demoralized faculty losing faith in KSFA, the membership would no doubt accept one of the current offers of the several powerful local and national unions that want us to affiliate with them.

Speaking in terms of context, we believe that a faculty union at Kamehameha in some form is inevitable. The Trustees have left us all a legacy of arrogance and abuse of power which neither you nor I nor they can revoke. (This legacy is reflected in all four reports: Yim, WASC, Master's,

& Peterson).

While KSBE has no chance to abolish unionism at our school, it does have an opportunity to have a major influence on what kind of union will develop. Will it become a willing partner and concern itself with fostering positive change and educational excellence at Kamehameha or will it assume a permanent adversarial stance? Right now, the KSFA membership wants to work with this administration. It doesn't want to be adversarial. We will do everything we can to preserve this attitude of good will.

One thing we can do to preserve this good will is to make a commitment to be reasonable. We realize that there are two or more sides to every issue. We need to search for common ground. To do that each of us will need to understand why the other believes in their position. A compelling explanation in support of an issue will be necessary so that concessions can be made logically. The good news is that we have a fairly simple contract to negotiate. If we are honest and reasonable, these negotiations shouldn't take long and will not deplete the reservoir of good will that still remains. — *Larry McElheny*

Who is negotiating for you?

Larry McElheny, President

At 53, Larry has spent 26 years in Hawai'i, and eight of those years at Kamehameha. He first came here to surf in 1962. He holds a B.A. in Industrial Arts from Long Beach State University and is currently on sabbatical getting his M.Ed. at the University of Hawai'i in Community Education.

Larry teaches Contemporary Hawaiian Crafts in the Technology Department, where he emphasizes culture, design integrity, problem solving, and quality craftsmanship.

His wife Jan is a teaching assistant at Punahou kindergarten and his son Blake graduated from Punahou and Pomona College, and is now a third year law student at U.H. Larry's daughter Ashley is a sophomore at Punahou.

Larry is a community activist..

- Member North Shore Neighborhood Board
- Member Kahuku Hospital Board of Directors
- President, Save Sunset Beach Coalition
- President, North Shore Community Land Trust
- Vice-President, Sunset Beach Community Association

ciation

Larry thanks the generosity and encouragement of Kamehameha Schools for his commitment to personal and professional growth, which has broadened and accelerated in the past eight years.

Larry says that he is encouraged by the possibility of effecting positive change through the empowerment of our students, and by encouraging and enabling them to become

participatory citizens of contemporary Hawaiian society.

Roy Alameida, Vice President

Roy teaches Hawaiian and US history in Unit 11/12. He has been employed with KSBE for 4 1/2 years. He is a retired airline flight attendant (United) and was a union officer of the local council.

Roy is Secretary for the Hawai'i State Council for Social Studies and he is also Chair of the State of Hawai'i Historic Sites Review Board.

As an officer of KSFA, he pledges to work to ensure that our integrity and professionalism as teachers are recognized and that "a sense of community, mutual respect and trust" is achieved. But above all, he promises to work to ensure that the educational needs of our students are met.

Moana Leong, Treasurer

Moana lives in Mililani with her cat, Shadow. She (Moana, not Shadow) is a 1973 graduate and valedictorian of Lana'i High School (of a class of 36 students). With a B.A. in Hawaiian Studies and a P.D. in Elementary Education from U.H. Mānoa, she has been teaching at Kamehameha since 1980. She has taught K-3 Hawaiian Language (one year), first grade (five years), second grade (11 years), and fourth grade (starting her second year). She is thoroughly happy teaching the Hawaiian Studies curriculum in fourth grade and hopes to remain in this grade level for many years to come. She believes teaching is her calling in life. Although

Kamehameha Schools Faculty Association

P.O. Box 894163, Mililani HI 96789 hotline number: 539-2450

she has no union experience, she is involved in KSFA because she is dedicated to working for the best educational environment for her students.

Diane Tanner-Cazinha, KES Rep.

Diane Tanner-Cazinha is a graduate of Kailua High School (1973) and the University of Hawai'i. After college, she worked as a part-time tutor for the DOE in Hau'ula. She then began teaching at KES where she has taught second grade for 17 years. She earned her Master's Degree from U.H. in the area of reading instruction.

Diane lives in Kane' ohe with her husband, Daryl, and stepson, Keith, who is now 14 and taller than she is. She is afraid of computers and big dogs, but not of speaking up in meetings! Although she has no union experience, she was one of two co-chairs on the Organizing Committee which investigated various forms of organization for the teachers. So with this experience, she felt she needed to see it through the first few years as we continue the process of forming our own union. She is guided by a desire to help make this school the best it can be for the students and teachers.

Rick Heyd, Unit 7-8 Rep.

Rick Heyd teaches 8th grade U.S. History and spends his afternoons coaching youth soccer, basketball, and baseball. His ten years of teaching in the Delaware public schools brought him face to face with contract negotiations at the

local level. He hopes this experience will be useful in negotiating a first contract for KSFA. He loves to travel, go to the beach and play sports. This year his biggest challenge, besides teaching and negotiating, is being a single parent to his 10 year old son.

Bill Follmer, Unit 9-10 Rep.

Bill was born in California in 1937. His father was a naval officer who eventually became Commander of Pearl Harbor Submarine Base in 1948 which is how and when young Bill came to Hawaii. He graduated from Punahou in 1955 and Yale in 1961 with a B.E. in Electrical Engineering.

He served 26 years as an officer in the US Air Force doing many interesting things including flying over 800 combat hours, making over 50 typhoon reconnaissance flights, training and evaluating other navigators, writing numerous plans, and serving as Chief of Hickam's Exercise and Evaluation Team.

After retiring from the Air Force, Bill graduated in 1988 from the UH with a P.D. in Secondary Math and was hired shortly thereafter by Kamehameha Schools. He has enjoyed all his assignments and tries continually to make sense out of the passing scene and to do the right thing. As your union representative, he pledges to represent you and will honor that responsibility.

FAMILY: 1 wife (the animal lover), 2 daughters, 1 son, 1 granddaughter, 1 grandson, 4 dogs, and 6 cats.

Bob Hamilton, Unit 11-12 Rep.

Bob Hamilton was born and raised in Kansas. He attended the University of Kansas at Lawrence and the Sorbonne University in Paris and received an undergraduate degree from KU in French. After college he performed as a violinist with the San Antonio Symphony for two years and then went to the University of Iowa where he earned M.A. and D.M.A. degrees in violin performance. He taught for five years in the Music Department at the College of Wooster in Wooster, Ohio. In 1983 he and his wife moved to Hawai'i, where he taught Orchestra and French at the University of Hawai'i Laboratory School. In 1986 he came to his current position as Orchestra Teacher at the Kamehameha Schools. He remains active as a violinist, both in recitals and with "Orpheus," his string quartet.

Bob is married to Heidi Rian, who also has strong local ties in music, as the daughter of Dr. Norman Rian, Professor Emeritus and former chair of the Music Department at the University of Hawai'i. Heidi is currently an attorney with the State Attorney General's Office. They have three daughters (ages 13, 9 and 8), and together the family enjoys music, hiking and going to the beach.

KSFA REPRESENTATIVE ASSEMBLY

UNIT KES:

Marilyn Broadbent, Judy Cramer, Moana Leong, Diane Tanner-Cazinha and Maryalice Woody

UNIT 7/8:

Marcy Clark, Deane Decastro, Reck Heyd, Clare Ho and Don Kroessig

UNIT 9/10:

Ruth Canham, Mark Ewald, Bill Follmer, Larry McElheny, Larry Mordan and Joyce Nielsen

UNIT 11/12:

Roy Almeida, Jan Becket, Tom Chun, Robert Hamilton, Guy Ontai, Becky Tesch and Elizabeth Truesdell

EXECUTIVE BOARD MEMBERS

President: Larry McElheny (638-8484)

Vice President: Roy Almeida (599-4434)

Treasurer: Moana Leong (627-0270)

KES Rep: Diane Tanner-Cazinha (235-8903)

Unit 7/8 Rep: Rick Heyd (254-3579)

Unit 9/10 Rep: Bill Follmer (488-0767)

Unit 11/12 Rep: Bob Hamilton (988-5121)