

Kamehameha Schools Faculty Association

P.O. Box 894163, Mililani HI 96789

Hotline Number: 539-2450

General Membership Meeting

Wednesday, October 17

3:45 — 5:45

High School Band Room

Performing Arts Building

We meet once a semester and need a quorum to conduct official business. Remember: it's your union!

Your union's negotiations raise salaries 30% in five years

The three-year collective bargaining agreement recently negotiated between KSFA and KS includes generous annual increases in teachers' salaries. These increases will mean that by the 2003-2004 school year the average teacher's salary will be nearly 30% higher than the year prior to unionization of the faculty on the Kapalama campus. While inflation will eat into that increase, it is clear that the economic plight of our members is looking up.

A Competitive Schedule

Your negotiators worked hard to develop strong rational arguments for significant increases in compensation based upon the need for a competitive salary schedule so that KS could recruit highly qualified educators despite the shortage of teachers nationwide and in Hawai'i.

Pressure from HSTA/DOE

Surprisingly, though, the most compelling force driving the eventual salary increases was the significant increase negotiated by HSTA with the State that would have put KS at a slight hiring disadvantage for recent graduates and teachers with

only a few years of experience. In addition, anticipated increases in the salary schedules of Punahou and 'Iolani put added pressure on our schedule.

what's inside?

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Negotiations raise salaries (continued from page 1)

Value of the Faculty

Early in the negotiations KS representatives acknowledged the need for KS to maintain a certain competitive position among the local private

schools. It is much to their credit, and indicative of the faculty value to KS, that the Schedule A changes accepted by KSFA were proposed by KS negotiators.

—Larry Mordan, Unit 11-12

Benefits changes keyed to competition in the business community

Representatives of various sectors of the KS community met regularly for several months earlier this year to review and revise the Benefits Package for all KS employees. What became readily apparent to the KSFA representatives on the committee was that the needs of the teachers were not the driving force behind the structure of the benefits package – and this was a good thing!

Competitive Business

Approximately 2 out of every 3 KS employees is not a teacher but is involved in the business side of our educational enterprise. KS must compete with businesses large and small for highly qualified non-educational employees. But in recent years the retirement component of the benefits package became a bit of a liability because it lacked certain elements of significant value especially to younger members of the local business community.

Matching 403b/401k

A defined contribution plan (403b/401k) in which the employer matched a certain percentage of the employee contribution was the missing element. Younger employees, those more likely to move around in order to build a career, wanted to be able to ‘take it with them’ when they leave for greener pastures. Since this is not possible with our defined benefit plan, the committee proposed the addition of an employer-matching benefit to our existing plans. This had the effect of significantly improving our relative standing with respect to retirement plans within the business community.

Fewer Days Off

Further alignment of the KS benefit package with the business community resulted in a reduction in paid time off and in the number of holidays. Beginning in July, 2002, sick leave will be reduced from 16.6 days to 9.5. This will have little effect on KSFA members because average sick leave use has been less than 7 days per year. At this point it is not clear what effect the loss of 2 holidays will have on our school calendar. The committee agreed that eliminating Admissions Day would actually reduce the problems associated with getting boarders situated prior to the beginning of the school year. What additional holiday is to be dropped has not yet been determined but it is clear that minimizing any disruption to the school year is very important.

Medical Premiums

Two significant problems faced the review committee concerning medical insurance premiums - HMSA costs were expected to rise substantially and, consequently, costs to HMSA subscribers would escalate and disrupt the balance between HMSA and Kaiser enrollment. A new formula for calculating employee premiums based upon a percentage of the total premium was developed which spread the cost more equitably.

An unexpected bonus came when HMSA informed KS that premiums would not rise as much as had been expected - resulting in significant savings. All of this savings was passed on to the employee in the form of much smaller than expected increases in premiums.

—Larry Mordan, Unit 11-12

“Just Cause” and Effects

If you pass the following test (without cheating, peeking ahead, guessing, or being right for the wrong reason) you don't need to read the rest of this article or pay attention the next time we speak. If you fail, however, you must read the entire article and sign a statement that you understand it completely.

TRUE or FALSE: (Passing Score: 76%)

- T F 1. All KS employees are subject to discipline including discharge for just and sufficient cause.
- T F 2. “Just cause” is defined as a standard that requires that discipline be imposed only for good and fair reasons.
- T F 3. If a supervisor fails to establish just cause before imposing discipline, the covered employee does not have to obey the disciplinary decision.
- T F 4. KS may enforce any cause for discipline that is explicitly authorized by the Management Rights section of our Collective Bargaining Agreement.

ANSWERS and EXPLANATIONS:

Question #1: FALSE. KSFA members are the only KS employees that have negotiated the right to be disciplined only for “just cause.” KS is not obliged to apply the “just cause” standard for discipline to other KS employees (including the teachers on Maui and East Hawaii campuses).

Question #2: FALSE. “Good”, “fair” and “just” describe qualities of the “just cause” standard for discipline, but they do not define it. “Just cause” is a set of “tests” which comprise a standard for discipline that has been established through historical precedents. For KSFA members, “just cause” means that discipline must meet the “seven tests of just cause.” Three of those seven tests are addressed in the explanation to Question #4.

Question #3: FALSE. KSFA members should obey a disciplinary decision even if they believe it falls short of the “just cause” standard. If we pre-

vail through the grievance process, the disciplinary decision will be reversed and the situation corrected. Failure to obey, prior to obtaining a grievance resolution, could result in a charge of insubordination that would probably be much more difficult to overturn.

Question #4: FALSE. “Just cause” imposes restrictions upon the enforcement of disciplinary rules that KS is otherwise authorized make. These restrictions consist primarily of the “seven tests of just cause” which were discussed extensively in our last contract negotiations. Three of the seven tests are worth noting here:

1. NOTICE. Authorized rules are enforceable if the employer adequately warned employees of the rule and its consequences. It's improper to discipline an employee for violating a rule which is not clear or has not been promulgated. For example: Vague causes for discipline like being “disloyal to KS” fail the notice criteria because it's not clear what conduct is prohibited. Employers can require loyalty but they must still clarify what kind of conduct comprises a violation. Of course real loyalty is earned through leadership and is not obtainable through discipline or control. The “just cause” standard tends to discourage employers from attempting to achieve the unobtainable through control.

2. RELATED TO OPERATIONS. Authorized rules should reasonably relate to the efficient or safe operation of our school. For instance, it's permissible for an employer to forbid smoking at school, but they are not permitted to forbid smoking in your home. The “just cause” standard prohibits the employer from stepping too deeply into your personal life unless they can reasonably and operationally justify it.

3. EVENHANDED ENFORCEMENT. Authorized rules, orders and penalties should be applied evenhandedly. Selective enforcement and selective nonenforcement are not allowed. It is not fair to target the “pain-in-the-ass” for an of-

Just cause and effects, continued from page 3

fense that other employees commit regularly or are not regularly monitored for violations. For example: If KS is going to evenhandedly discipline disloyal behavior, it should monitor all employees' loyalty. Clearly, this is impractical, and this is another reason why loyalty is a poor subject for discipline.

Well, that's our attempt to help you become a little more aware and appreciative of the "just cause" provision in our Collective Bargaining Agreement. "Just cause" has profound positive effects-if we can pass the tests.

— Bill Follmer, unit 9/10, after consulting with Dean Choy

Reprinted from the 11/98 KSFA newsletter

Know your Weingarten rights

"Weingarten rights" refers to a U.S. Supreme Court decision (420 US 251, 1974) an employee has the right to a representative in any interview the employer might hold that is intended to investigate a possible discipline charge against the employee. Often compared to the Miranda rights of criminal suspects charged by the police, there is a crucial difference: the employer does not have to tell you of your right to union representation. The employee must ask for the representation. The Weingarten Rights simply put are:

1. The right to be informed, in advance, of the subject matter of disciplinary interviews.
2. The right to union representation at such an interview.

Still there is the question of what to do when these rights are violated. Normally, the rule is to follow orders and file a grievance, or in this case an unfair labor practice charge, afterward. If you are required to attend such an interview, and your request for union representation is denied, the best advice is to attend the meeting but respond to any and all questions by simply repeating your request for representation. Some unions have gone so far as to prepare Weingarten cards for their members:

The role of the union representative at

such a meeting, as it is in any grievance hearing, is to support, protect and defend the member. As a legally constituted advocate, the representative's primary job is to secure due process and fair treatment.

In a Weingarten meeting the union representative needs to be sure that the grievant is not railroaded into making any foolish statements that can be used against the grievant later. This statement may be used when a worker is faced with a disciplinary hearing:

I believe this discussion could lead to my being disciplined. I therefore request that a union representative be present to assist me at this meeting. I further request reasonable time to consult with my union representative regarding the subject and purpose of the meeting. Please consider this a continuing request. Without proper representation, any discussion you require me to participate in from this point on and any statements you may derive therefrom I shall regard as coerced in willful disregard of my rights as set forth by the Supreme Court of the United States. Nor do I consent to any searches or tests affecting my person, property, or effects without first consulting with my union representative.

— From a publication by the Center for Labor Education and Research, University of Hawai'i.

New faculty members (and a few old ones): please consider filling out and sending this form to Human Resources. Auto dues deduction saves our treasurer time and effort.

AUTHORIZATION FORM FOR DEDUCTION OF UNION DUES/SERVICE FEE OUT OF WAGES

I, _____, an employee of Kamehameha Schools (“KS”) voluntarily agree to have KS take out of my wages regular monthly dues as established by the Kamehameha Schools Faculty Association (“KSFA”) in accordance with its Constitution and Bylaws, or a regular monthly Service Fee not to exceed KSFA’s regular monthly dues for its members as certified to you in writing by KSFA, and to turn over to KSFA any and all such monies on the following conditions:

1. This authorization shall become effective upon the date set forth below and cannot be cancelled for a period of one year from this date or until the termination of the existing collective bargaining agreement between KS and KSFA, whichever occurs sooner, unless cancelled sooner as provided in Section 2 below.

2. I agree and direct that this authorization shall be irrevocable for successive periods of one year each, or for the period of each succeeding applicable collective bargaining agreement between KS and KSFA, whichever shall be shorter unless:

(a) I cancel this authorization by written notice to KS at any time or within ten days after the expiration of any such one year period; or

(b) In the case of the expiration of any applicable collective bargaining agreement between KS and KSFA during any such one year period, I cancel this authorization by written notice to KS at any time during the period following the expiration of the applicable collective bargaining agreement and ten days after the effective date of any new agreement.

3. This authorization is subject to sufficient wages being available to comply with all other required deductions and existing federal and state laws. This authorization shall be suspended during any period in which there is no collective bargaining agreement in effect between KS and KSFA. This authorization shall end if my employment with KS ends. This authorization is made pursuant to the provisions of Section 302(c) of the Labor Management Relations Act of 1947.

Date: _____ Employee Signature: _____

Mailing Address: _____

SS# _____

Receipt of the foregoing authorization is acknowledged:

Employer _____

This page reprinted from the 11/98 issue

Dear new faculty member:

On behalf of Kamehameha Schools Faculty Association (KSFA) we are happy to welcome you to our 'ohana. As a non-supervisory KS employee on the schedule A salary scale you are automatically a member of the collective bargaining unit. This means that any benefits the union negotiates on your behalf will cover you.

The Kamehameha faculty formed a union in response to a top-down management style that has become increasingly worse over the past decade. This style affected our own sense of security, but we came to feel that it also threatened to compromise the quality of education we are able to offer our students. For the sake of our students, we all hope for improvements in the way KS is run. Even if the most enlightened management practices are adopted, however, we also feel that it is vital to maintain a strong, independent faculty voice. For the sake of the students, we all look forward to the time when the faculty, through KSFA, works in a partnership with the administration to provide the very best educational experience possible.

Please take a close look at Article II of our constitution, to the right, which spells out our purposes and philosophy. Of course, the entire constitution is available from your representative.

The union communicates with its members through elected representatives who pass information, surveys and the newsletter to you and take your questions and concerns to the Representative Assembly, which meets bimonthly. Please feel free to contact your representative with issues you wish to raise. Representative Assembly meetings take place every month. You are very welcome to attend!

These are interesting times at Kamehameha. We welcome you to our institution and look forward to working with you to improve this wonderful school we all love.

me ke aloha pumehana,
the KSFA Representative Assembly

Article II, KSFA Constitution

As educators, we strive to live the values in the Kamehameha Schools Bishop Estate mission statement: *Pono, 'Imi 'Ike, Laulima, Lokomaika'i, Na'au Pono, Mālama, and Ha'aha'a*, with the foundation value of *Aloha*, a sense of warmth and respect for others. Respect for these values leads to:

- An institutional focus on the primacy of the teacher-student relationship.
- A sense of community, mutual respect and trust.
- A tolerance for free and serious debate, with a regular re-evaluation of policies, procedures, and strategic goals at all levels of the institution.
- A respect for the excellence and professionalism of the teaching staff, with a corresponding respect for professional autonomy within the classroom.
- Institutional structures and procedures that allow for the free expression of opinions, and genuine participation by teachers in all decisions that affect the education of students.

Kamehameha Schools Faculty Association exists to articulate the professional concerns of Kamehameha teachers, and to express their strength and pride. In partnership with trustees, administration and parents, and guided by the spirit of Pauahi's will, it places the educational needs of students above all other considerations. In addition, KSFA exists to:

- Represent the members in accordance with the National Labor Relations Act and negotiate a collective bargaining agreement.
- Represent the members in matters of professional concern that may lie outside the scope of the National Labor Relations Act.
- Act as a voice to articulate the professional concerns of members, seek clarification of policies that may affect members and take proactive stands to seek solutions .
- Inform members of matters of professional concern.
- Bring the faculty of Kamehameha Schools into relations of mutual assistance and cooperation.
- Raise the standards of education by advancing the professional and economic interests of its members.
- Promote and support educational policies that help maintain high and rigorous professional standards.

The membership of KSFA may choose to engage in other beneficial activities as allowed by law.

Honolulu Star-Bulletin reports

Drug tests often challenged because of “sloppy practices”

The Honolulu Star-Bulletin (8/13/01) reports that “more employees ... are challenging the results of drug tests, insisting that errors and sloppy practices in the largely unregulated drug-testing industry are costing them their jobs.”

According to the article, 4.5 percent of tests at large US corporations come back positive. An audit of 13 million tests over a 13-year period turned up 300 incorrect results, some connected with what the article refers to as “a human factor.”

writers needed

FUTURE ARTICLES?

- Block Scheduling – How has it affected SAT/ACT/AP scores?
- Teacher Accountability
- Enhanced Retirement – Our Brain Drain?
- The faculty dress code
- Just what is the official work day?
- Other ideas? Submit an article. Communicate horizontally!

WHAT DID YOU DO LAST SUMMER?

Your newsletter is looking for interesting accounts of faculty adventures this past summer. Travel? Workshops? Courses? Teach? Travel? Let us know what you were up to. We will compile your responses into a witty and informative expose.

Substances listed in the article as causing false positive readings in drug tests:

- advil (marijuana)
- Diet pills (amphetamines)
- Poppy-seed rolls (heroin)
- Nasal sprays (amphetamines)
- Sudafed (amphetamines)
- Tonic water (cocaine or heroin)
- Benadril (methadone)
- Vicks inhaler (heroin)
- Motrin (marijuana)

Enquiring minds ...

In one page or less, your newsletter would like to hear about your experiences at the new KS.

- Can you finally speak up without fear?
- How has inclusive decision-making affected you?
- Your reactions to some of the recent decisions (new campuses, reorganization, trustee re-appointment).

No names will be used in the articles. Send your pieces to the newsletter compiler, Jan Becket (via Smith Office or jbecket@lava.net).

Congratulations, Dee and Kelly!

Please welcome (and thank) your new 11/12 Rep., Dee Meham and your new 7/8 rep., Kelly Lyau.

Below is the 2001-2002 Representative Assembly meeting schedule. Meetings are open to teachers, and are held in the woodworking classroom in the Technology Building (Larry McElheny’s room). Just to be sure of the date and place, check with your representative before attending a meeting. We are planning on refreshments at meetings. Come share them with us!

~~September 12~~
~~October 10~~
 November 14
 December 12
 January 16

February 13
 March 13
 April 10
 May 15