

Kamehameha Schools Faculty Association

P.O. Box 894163, Mililani HI 96789

Hotline Number: 539-2450

(our new) President's Report

I just concluded my first Representative Assembly meeting as President and I am honored to serve with such dedicated colleagues. It was evident from the first minute that the biggest challenge of this position will be trying to keep up the quality and quantity of leadership provided by Larry McElheny for the past four years. One of the reasons I decided to pursue the KSFA presidency was to try to maintain the integrity and fortitude of Larry's leadership. KSFA has established a record of doing the right thing for the teachers and students of Kapalama. I hope to be able to keep that record intact.

The biggest challenge facing KSFA is the belief, held by some on campus, that KSFA should not exist. Our organization is the only place where teachers from all four parts of our campus meet and discuss important issues regularly. Our organization is allowed regular access to speak with the administration. Our organization works diligently to improve communication between teachers and administration so problems, misunderstandings, and rumors can be addressed quickly and efficiently. Our organization exists so the focus on our campus can be kept on providing the best possible education for our students. It is hard to imagine why people would think KSFA should not exist. We owe our birth to the strong example set by Na Kumu and continue to work closely with that organization. Perhaps some people fear the word "union" and all the negatives that word can evoke. This union was formed at a time when the focus on campus was not on our students. KSFA wants to make sure that never happens again.

What is gratifying about this year's Representative Assembly is all the new faces who have agreed to serve a two-year term. KSFA represents 236 individuals and after four years there have been

almost 50 people who have added their names to the list of representatives. Each person who leaves the RA takes with them a deeper knowledge of the goals of KSFA and the inner workings of our organization. The new faces at the RA show that KSFA is truly a representative body and they are willing to do their part. Getting input from all members is crucial to our making the best decisions for all. It would be a poignant testimony to the success of KSFA if all members would find the time and the desire to serve one term in the Representative Assembly.

Whether you choose to serve or not, please be cognizant that KSFA is your organization and it is here to serve you. There is one representative for every ten members so you should not have a problem finding someone to listen to you. (See the list of reps. on page 4.) KSFA has established a record of working tirelessly for its members. I hope to serve in the same manner.

Mahalo,
Rick Heyd, unit 7/8

what's inside?

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Please welcome our New Rep Assembly members!
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The Strategic Plan: key to the just cause issue

“Genuine collaboration occurs only when power is shared.” - Hamilton McCubbin, CEO

One practice that is having a positive affect at Kamehameha Schools is the use of the Strategic Plan by some KS leaders as a guide for proper decision-making. This practice is a potential solution to a serious governance problem at Kamehameha Schools.

Can you remember a school yard opportunist who would attempt to change the rules of the game so that his team would win? Or, can you recall a teacher of yours who conducted the class so arbitrarily that no one could figure out how to behave or how to ask a question? If you can, you will appreciate that these are not situations conducive to high morale, ongoing participation or outstanding performance.

It is more productive and rewarding to participate in activities or in an organizational culture where rules are clearly defined and where there is a system (with an impartial referee) to insure that the rules are evenly applied. Sometimes true leadership is required to implement such a system.

These examples help illustrate KSFA’s continuing disagreement with KS’ management over the “just cause” provisions in our Collective Bargaining Agreement. KSFA believes that when work

rules are clear and evenly enforced, performance will be optimized. We also believe that termination of a teacher’s employment at the end of the school year for disciplinary reasons should satisfy these just cause rules. KS’ manage-

ment disagrees, insisting that they have unfettered rights regarding non-renewal of any of our one year employment agreements. KS wants the “flexibility” to apply unknown and unchallengeable “rules” for end-of-school-year terminations. KS should bring its position into alignment with the guiding principles of respect, nurturing, open communication and inclusiveness embodied in our Strategic Plan.

As many of you may remember, the goal for our first Collective Bargaining Agreement was to get a contract we could live with. It was a long and contentious process involving many unfair labor practices on the part of KS and resulting in a contract with broad management powers and many ambiguous controls on employee actions.

However, we have always kept the perspective that the contract is a work in progress and that over time additional improvements would be made as the quality of communications between KS and KSFA improved.

As I end my second two-year term as your President, I am happy to report that we have made significant headway clarifying and refining that original Collective Bargaining Agreement. We now have a much improved grievance process, an outstanding salary schedule and an improved benefits package. However, I regret that I can not report much progress with just cause and power sharing. There remains a distinct gap between the values and goals in Dr. McCubbin’s statement (and in the Strategic Plan) and the positions of the KS negotiating team on this issue to date. Further alignment is necessary.

We all know that Kamehameha is a great place to work. But imagine the transformation if our leaders increasingly followed through on their stated policy commitments to collaboration, inclusion and sharing of power. The “just cause issue” provides an opportunity for them to confirm those commitments and optimize performance by resolving a long standing issue of fair play. We need to build on the successful practice of aligning actions with the Strategic Plan.

— Larry McElheny, unit 9-10, former KSFA president

Kamehameha Schools will regard out ‘ohana as a precious resource. We will treat each other with respect, nurture expertise and talents, and recognize the contributions of all. We will maintain 2-way communication at all levels. Inclusive decision making will be practiced.

— *KS Schools Strategic Plan, Guiding Principles*

“This transformation involves ... system-wide policies and procedures aligned with the Strategic Plan.”

— *Kamehameha Schools Strategic Plan, Organizational Transformation*

Pretend you are on the WASC team and take this governance quiz

In about a year, Kamehameha Schools will be reevaluated by a WASC team. Since we failed Governance last time because our leaders were intimidating and non-inclusive micro-managers, it seems reasonable that the new team will be anxious to see how much we have improved. You will recall, two of the reasons we formed our union was to give the faculty a voice in school matters and provide some protection from unreasonable discipline (e.g. Na Kumu-four discipline and the WASC report inquisition). This quiz focuses on discipline questions and reflects KSFA's commitment to keep you informed on governance matters.

1. What is the difference between discharge and non-renewal?

- a. Discharge is a medical term and non-renewal refers to magazine subscriptions.
- b. Discharge is termination for cause and non-renewal can be termination for no cause.
- c. They have the same effect but one looks better on your resume.
- d. Both are termination, but the first is in mid-contract and the second is at the end of your one-year contract.
- e. b,c, and d above

2. In our last grievance, the employee lost the grievance and his job because the arbitrator was persuaded that:

- a. The grievant performed his job poorly.
- b. The grievant violated a work rule.
- c. The grievant's position was eliminated.
- d. The grievant had no right to grieve non-renewal

3. A disciplinary non-renewal could be termination because an employee:

- a. Failed to abide by the Conflict of Interest provisions in the KS Employee Handbook.
- b. Failed to comply with requirements specified in some 304 pages of Administrative Memoranda.
- c. Succeeded in punching his boss in the nose.
- d. All of the above.

4. A performance non-renewal could be termination because an employee:

- a. Was incompetent.
- b. Was unqualified.
- c. Failed to meet the requirements of the position.
- d. All of the above.

5. In attempting to make their just cause case against the grievant at the arbitration, the employer claimed that the grievant:

- a. Violated an unwritten work rule by being unkind to other employees.
- b. Performed poorly in class.
- c. Had numerous parental complaints.
- d. Violated a written work rule (e.g. those in the KS Employee Handbook or KS Administrative Memoranda)

6. Management claims it needs the unfettered right to non-renew (including the right to terminate for no cause with no explanation and no recourse to a neutral third party) because:

- a. An arbitrator might make a mistake.
- b. KS administrators might not be able to provide a reasonable and fair decision.
- c. KS administrators need the right to be unfair, unreasonable and unaccountable.
- d. Unlike MidPac administrators who have to meet the just cause standard for non-renewals, KS administrators have better judgement and are less likely to discipline unfairly.

ANSWERS (1e, 2d, 3d, 4d, 5a, 6a)

— *Bill Follmer, Unit 9/10*

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 _____