

Kamehameha Schools Faculty Association

P.O. Box 894163, Mililani HI 96789

DO YOU KNOW WHERE YOUR SURVEY IS?

It has been ten days since the distribution of our Big Picture Survey. The most important result is that only 60 people have completed and submitted the survey. It may be that the survey has found its way to the bottom that “to do” pile that grows daily or it may be that the end of the quarter was not the best time to survey our faculty. In any case, this initial response to the survey does not give your negotiation team the clear direction it needs to represent and defend your interests as we discuss the new contract.

This is your chance to bring up important issues that the Representative Assembly may have missed or overlooked. Even from these early returns it is obvious the survey did not ask about improving retirement benefits and that is an item many people would like to see addressed. The next RA meeting is scheduled for November 12 at 4:00 p.m. in Konia 103 (which you are always welcome to attend) and the main item on the agenda will be

to discuss the results of our Big Picture Survey.

The meeting will be much more worthwhile if there are over 150 returned surveys to guide our thoughts. Another chance to discuss old issues and introduce new ones will be at our General Meeting, which will be held before Christmas vacation.

Please feel free to comment on the survey. Adding all the comments to the tabulations will help the RA understand why you answered the way you did. The results of the survey will be published in our next newsletter. Having a participation rate of over 75% would provide us with excellent reference points. So before you select your Halloween outfit or decide which “Fun” size candies you will get for yourself, take a moment to complete and submit the survey. You say you have lost your survey? No problem. One is located below. Just tear it out, complete it, and send it in. Mahalo.

— Rick Heyd, KSFA President

KSFA PRE-NEGOTIATION ~BIG PICTURE~ SURVEY

Negotiations on our SY 2004-2005 Collective Bargaining Agreement (CBA) will begin early next year. This will be our fourth CBA and will build upon our third contract by proposing changes to it. As a young union, KSFA has already sets some negotiations precedents - one of the most important being that all proposed changes must be accompanied by a written rationale which accurately describes the real reason for the change. The purpose of this survey

is three-fold: (1) to inform; (2) to seek guidance regarding our major objectives and supporting rationales; and (3) to enter negotiations, if possible, with the mandate of a membership consensus on these objectives and rationales. The following objectives were identified by your CBA negotiating team as the most compelling issues based upon its experience with the School administration’s history of interpretation and performance of the CBA.

— survey on page 3

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Management’s Rights (Section 8):

The Management Rights section is basically unchanged from our first CBA. Except for 8.3, every word was written by KS under the guidance of the Majority Trustees. Your negotiating team believes it is ambiguous and subject to self-serving interpretations. KS has demonstrated its willingness to exploit ambiguous language in the CBA in order to prevail. KSFA is concerned the broad language in the Management Rights section might be similarly exploited. Previous attempts to clarify it during second and third contract negotiations were met with resistance and evasive rationales which leads your negotiation team to believe that KS wants to keep the language broad and ambiguous to have to exploit to its advantage when convenient to do so. KSFA’s position has been we want to preserve our legal rights – namely, to have KS bargain, mid-term of the agreement, over mandatory subjects of bargaining rather than make unilateral decisions under the supposed authority of a broad Management Rights section.

1. Should KSFA insist that management’s rights be clearly defined and limited in the CBA?

YES NO If NO, please explain: _____

2. Should KSFA insist that any other broad and ambiguous language in the CBA that could potentially be exploited by KS be clearly defined and limited?

YES NO If NO, please explain: _____

Grievance Procedure (Section 11):

The grievance procedure is the means you and KSFA have to enforce the CBA. If the Employer violates any provision of the CBA, there is a 4 step procedure ending in binding arbitration to resolve the dispute. The ability to ultimately take your case to a neutral third party arbitrator provides some assurance that your case will be decided upon on its merits. The third contract completely revised the grievance process which previously had ambiguous language that could have prevented an arbitrator from hearing and resolving the dispute. The current grievance procedure has some relatively short time limits which, if missed, will prevent a grievance from being heard.

3. Do you believe the time frames for filing a grievance or taking it to the next step should be automatically extended if the grievant or KSFA notifies KS that more time is needed to investigate and decide if they are going to file or go to the next level?

YES NO If NO, please explain: _____

Additional Duties (Section 14):

Your negotiating team believes KS has been reasonably fair in assigning teachers to extracurricular duties. However, the CBA provides no restrictions regarding the total amount of time for or the timing of these duties. Given the current language, KS could potentially require you to work several weeks in this capacity and under short notice and at less than convenient times.

4. Do you wish KSFA to negotiate an upper limit to the total time these duties can consume and develop some rules so that we can keep track of time spent and make them as equitable as feasible?

YES NO If NO, please explain: _____

Pay and Benefits (Sections 18 and 17):

In our last contract both sides agreed on a competitive rationale to justify pay proposals. In order to attract and retain the

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quality of teacher necessary for the school to accomplish its mission, we agreed to position our salary between Punahou’s and Iolani’s. Based on this rationale, the CEO and trustees approved our proposal.

5. Do you believe we should continue to base our pay proposals on a competitive rationale?

YES NO If NO, please explain: _____

Since our first CBA, KSFA agreed to accept the same benefits as provided to other KS employees. Your negotiating team believes KS has generally been reasonable and fair regarding benefits. In our last CBA, KS agreed to form a Benefits Advisory Committee with a KSFA representative on it. The advisory committee was successful in persuading the CEO and trustees to approve a rebalancing of our benefits package which resulted in the 3% employer match for our 401(k) retirement program.

6. Do you believe we should continue to accept the same benefits as other KS employees?

YES NO If NO, please explain: _____

Discipline and Discharge and Non-Renewal (Section 20):

This section declares that “Covered Employees shall be subject to discipline including discharge for just and sufficient cause...” “Just Cause” is a disciplinary standard recognized in just about every CBA in the State of Hawaii. Among other things, it requires the Employer to give notice of disciplinary rules and to evenhandedly enforce them. Having a “just cause” standard apply to faculty discipline was a major reason for forming our union. This section also states that non-renewals will be at KS’s discretion. KS argued at a disciplinary non-renewal arbitration hearing that this language meant KSFA had no right to grieve disciplinary non-renewals. KSFA had a much more limiting understanding of KS’s authority under this language based upon a very different recollection of the bargaining history behind this language. Nevertheless, the arbitrator chose to adopt the KS position. Your negotiating team has always maintained that just cause for all disciplinary actions, except non-renewals, emasculates the standard because, in most cases, KS can simply stall the grievance process so it remains pending at year end and then terminate the grievant by non-renewal at that time.

7. Do you wish KSFA to negotiate a contract so that disciplinary non-renewals are grievable?

YES NO If NO, please explain: _____

Comments:

8. Describe below any other concerns you have regarding your union contract.

Background Information:

- 9. Grade level KES Unit 7/8 Unit 9/10 Unit 11/12
- 10. Age Under 30 30-49 50 or over
- 11. Years at KS 0-5 6-20 21 or over

Fold and staple, and put this page in the campus mail. Send to Rick Heyd, Paki Office.