

Kamehameha Schools Faculty Association

P.O. Box 894163, Mililani HI 96789

Negotiations

Good news, bad news, and what's next

In spite of the best efforts of your team and Management's Negotiation Team (MNT) and after 14 meetings and 4 months of negotiations, we don't have much to report. There is some progress to report, some major differences to explain, and some uncertainties remaining to be resolved. We will eventually offer you a Collective Bargaining Agreement (CBA) to ratify, but it is too early to forecast even approximately how long it will take.

The good news is that it looks like we are going to agree on making disciplinary non-renewals comply with the "just cause" standard. "Just cause" is an important standard for discipline because it ensures that before the Employer can terminate you at the end of the year for discipline, they have to do it based upon a rule that you were given notice of, the rule has to be evenhandedly enforced for all employees, and the rule has to be reasonably related to the safe or efficient operation of the school. We are pleased to report that we anticipate agreement on this issue and also upon some rules regarding performance non-renewals. Performance non-renewals would not be for "just cause" (that's a discipline standard) but you would be guaranteed advanced notice that your performance was unsatisfactory, you would be told what had to improve, and you would be given a probationary period in which to make the improvements. This is all new and is good stuff, but not finally agreed upon.

The bad news is we have serious differences with management positions regarding the authority of the arbitrator and on our right to bargain on the "mandatory subjects." These differences would have unacceptable consequences for you and the union. The MNT has insisted that the Employer's policies and procedures be a standard that an arbitrator's remedy must meet. This is unacceptable because even if the Employer never wrote another policy or procedure, the existing restrictions embodied in the broad and ambiguous language of this expansive collection of directives could be interpreted to preempt any remedy an arbitrator might impose. In essence, the Employer's is insisting

that if it is ever found guilty of violating our Collective Bargaining Agreement (CBA), the Employer is demanding the right to control the consequences of the verdict. If the Employer can control these consequences, then the CBA would be unenforceable and the job security provisions it contains like the "just cause" standard for discipline would be at the Employer's discretion.

The MNT is also insisting that KSFA's legal right to bargain midterm on the mandatory subjects be restricted to a time limit beyond which if the parties failed to mutually agree, the Employer would be free to implement its proposed change. While the length of the time limit is still negotiable, merely having any time limit gives the Employer an unfair and ultimate advantage in this "bargaining" process as it can impose any proposed change it wants if it waits long enough. In essence, the Employer is demanding the right to change any provision of the CBA midterm without having to fulfill its duty to bargain under the National Labor Relations Act. If KSFA were to accept the Employer's position, KSFA would be giving up its right to bargain once the time limit expires and would have no recourse to oppose any change. The Employer cannot legally require KSFA to give up its right to bargain as a condition to reaching agreement on a CBA.

So, what's next? It looks like a long summer for your team. Once we work through our difference on the arbitrator's authority and bargain on mandatory subjects, we expect agreement on the rest of the CBA to be much quicker. However, we still have pay to negotiate and that and the term of the agreement, how long the CBA will be effective, are all hard to forecast. If the Employer hangs tough on insisting that the arbitrator must comply with their policies and procedures and/or insisting that we give up the right to bargain on mandatory subjects, we may have to get a legal decision from the NLRB. We would expect to win that one, but the cost in terms of time and good will with some administrators could be costly. Hopefully, this summer, we will be sending you a CBA to ratify. If so, we will explain everything in a letter and also hold one or two meetings on campus where you can ask questions.

It looks like a long summer for your team

— Bill Follmer, unit 9-10

KSFA P.O. Box 894163, Mililani HI 96789

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 _____

Viewpoints

Items on these pages do not represent official positions taken by KSFA

Administrators attuned

All's well that ends well

We are pleased to report a happy ending to the mandatory Schools Attuned training for KES staff. Since last month's newsletter article, the KES reps have had several follow-up meetings with Kahele and Holoua. They reiterated their belief that training the entire KES staff will strengthen the use of Schools Attuned in our school and will broaden continuity of service to our students. They expressed concern about implementation of the broad-based admissions policy, which will change our population in two years. At our final meeting with Kahele and Holoua, Kahele said, "We decided that relationships are more important than any program." We were most pleased to hear that they felt this way as it definitely boosted morale.

The final decision became:

Schools Attuned training for the remaining 25 faculty & staff is now **OPTIONAL** and no longer mandatory. Those that choose to attend have a choice of receiving 3 B credits (approved by Dr. Chun) OR a stipend of \$260 (for the 2 Saturdays). Faculty who voluntarily received Schools Attuned training in the past will also be offered a choice of 3 B credits or the same stipend. The monetary stipend of \$260.00 would be awarded at the end of the school year 2003-2004. The 3 B credits would be awarded in the following increments: 2 B credits at the end of the school year 2003-2004 followed by 1 B credit at the completion of the practicums at the end of

the following school year 2004-2005.

We feel this issue has been resolved fairly for all involved, even for those previously trained. Removing the mandatory nature of this training eliminated KSFA's involvement in this issue.

Saturdays and weekends in general should be kept SACRED. Teachers give so much during the regular work week and sometimes even into our weekends. So "free" weekends are ESSENTIAL to spend time with our families, maintain friendships, and rejuvenate ourselves for the next week. Best practices in teaching come about when teachers are energized, not exhausted. A healthy, happy teacher provides a richer learning environment for his/her students. This process has helped all of us learn to think of alternative ways to schedule mandatory training. Should the decision for mandatory training be necessary in the future, the following steps should be followed: Include faculty in the planning and decision-making process early in the game, especially with setting dates that will be as minimally intrusive into family schedules as possible. Build training days into the work year, so that extending the work year can be avoided as much as possible. Should an extension of the work year be unavoidable, plan far enough in advance so that the contract year can be readjusted to extend the appropriate number of work days by no more than five days, at the full rate of pay.

This situation has been a prime example of how KSFA can work collaboratively with administration to problem solve and achieve a win-win solution.

—*Moana Leong, Ronnie Kopp, Diane Tanner-Cazinha, Bette Savini, Unit KES*

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e kala mai

The article, "We marched, but now what?" in the Feb./March issue of the KSFA newsletter contained an inaccuracy. In reference to the amount of KS resources committed to building the Maui and Hawai'i Island campuses, the article

reported that we have gone \$25 million into debt. That figure merely refers to the debt service each year.

The actual debt is difficult to ascertain but seems to be in the area of \$125 million. Does anyone have the exact figure?