

# Kamehameha Schools Faculty Association

P.O. Box 894163, Mililani HI 96789

Hotline Number: 539-2450

## KSFA FALL GENERAL MEETING October 11 Auditorium 4 p.m.

### Your Rights: Legal, Negotiated and Always At Risk

What's the big deal about a mustard yellow pamphlet with less than 30 pages and no pictures? Before you use it to line your bird cage or recycle it as a mug coaster for your super bowl buddies, you might wonder why it took 24 meetings, the threat of an Unfair Labor Practice charge (ULP), and the help of the Federal Mediator to produce such a scrawny product. What's in it that could be worth all that effort and pain? In addition to your pay for next the three years, it contains a collection of rights you are guaranteed, that KS "at will" employees probably will not be receiving as privileges from their boss. I won't say much about the pay except that it's significantly more than what you would be getting had we not negotiated on your behalf. What I really want to nag you about is why the words in your Collective Bargaining Agreement (CBA) are so important to you.

Nothing in the CBA became your right until we ratified it. Thanks to your trust, ratification was

easy. The hard part was getting the rights into the CBA. It's one thing to bargain on a subject. It's another thing for management to agree to put rights in the CBA. The National Labor Relations

### Go to the Meeting!

*Like everyone else, you flipped to the salary scale at the back of your new contract before looking at anything else — or maybe instead of looking at anything else.*

*You're getting a decent raise over the next three years. You now can count on just cause, if you tracked that issue last year. You have a lot to be grateful for. It's a good contract.*

*Show your gratitude to the negotiation team by attending the fall meeting.*

— Rights at risk, continued from page 1

Act (NLRA) grants unions only a few basic rights. The others must be negotiated. The three most important “legal rights” are: 1) the right to strike, 2) the right to bargain on mandatory subjects, and 3) the right to grieve (appeal to a neutral third party if the Employer violates the CBA). Even these “legal rights” can be bargained away (either knowingly or unknowingly). It’s not unusual for management to attempt to reduce or eliminate some or all of a union’s “legal rights” during negotiations. Nor is it unusual for a union to give up some of these rights knowingly or unknowingly. For example, KSFA has knowingly given up its “legal right” to strike for the term of the agreement in all four of the CBA’s we have negotiated so far because management

wanted these assurances and KSFA felt its teachers would rather settle problems without punishing students. An amazing allegation of an unknowingly negotiated loss of legal rights was revealed during recent negotiations when Bob Katz claimed that the ambiguous language in our first CBA gave up our right to bargain mid-term on mandatory subjects. If true (it’s not) management could have made unlimited changes to our hours and conditions of work (such as imposing a new drug policy) without bargaining with KSFA. We had always wondered what they thought their original management rights language gave them, but we never dreamed it attempted to grab that much power.

— continued on p. 3

## ‘Olu’olu more better than HR

Okay, so you are having a conversation with a long time colleague and you enter an area where you have very different opinions. Being educators, you both attempt to teach the logic of your points of view. But this time the tone changes, the language gets meaner and before you know it, you end up yelling at each other. What happens next?

The answer is not clear. Many people walk away, cool off, and let the relationship heal. But sometimes that doesn’t happen. One person may feel the disagreement has gone beyond a “cooling off” period. Some may even feel threatened by the tone and the words spoken and look for help in solving the problem. Why bring up this example? Because we are living in pretty contentious times. There are media sources readily available to support any argument. The election, the war, the Yankees winning (I hate that), are some of the issues that can lead to tempers flaring and friendships shattering. When this happens and people seek KS help, Human Resources (HR) is obligated

to conduct an investigation looking for potential intimidation or workplace violence.

KSFA has recently been involved in cases involving these matters. We have represented our members, when asked, and have worked closely with HR to bring about amicable solutions to these unfortunate incidents. HR is deliberate and thorough in these investigations. But it does take time. These issues are treated seriously and KSFA will be with you if you should need our help. Remember, intimidation is a matter of perception and your words could be taken as intimidation even though you never meant them to be.

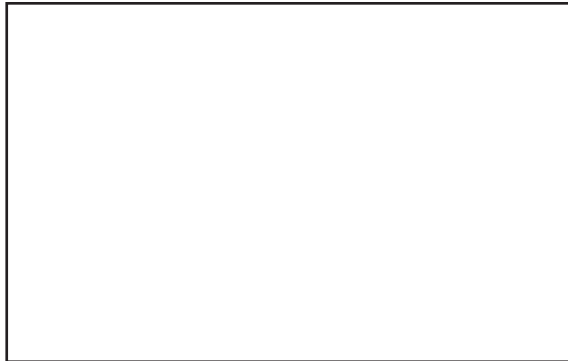
As teachers we must be prepared to deal with different ideas and different students all the time. We need to employ tolerance in our conversations and exchanging of ideas with our colleagues, even if the Yankees are winning. Let’s all do our best to make our workplace more peaceful.

— Rick Heyd  
Unit 9/10

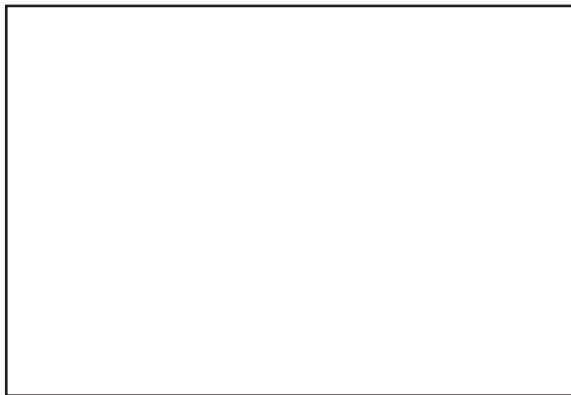
— Rights at risk, continued from page 2

What were the tough issues and how did we solve them? There were three non-pay issues that consumed most of our time. Two were quite disturbing and one was quite the opposite. The two issues we thought we would have to resolve in court (by filing a ULP for bad faith bargaining) were:

1) Preserving our right to bargain mid-term on the "mandatory subjects" and 2) Insuring our CBA was enforceable through the grievance process. We felt management



was seeking unfair and unnecessary advantages and exceeding the limits of the law. In a nutshell, they saw our legal right to bargain mid-term on the "mandatory subjects" as an interference to their right to efficiently operate the school and so they proposed putting a time limit on bargaining after which they could implement any decision they liked. It didn't bother them that this hadn't been a problem for the past 5 years of KSFA's existence and that with a time limit on bargaining there was no need for them to try to reach any agreement at all. All management had to do to get their way under their proposal was to: start early, agree to nothing, and do what they wanted when the time limit



expired. I can sympathize with that arrogant power play more than the next one because at least it was motivated by a sincere desire to do what they knew was best for the school. However, their insistence that "any resolution [of an arbitrator] shall be consistent with the policies and procedures" of the school defied all attempts to honorably justify it. We saw it as a direct attack

on our goal of having an enforceable CBA. They were insisting that if an arbitrator decided the Employer had violated the CBA, any remedy proposed by the arbitrator to correct that violation had to meet the standard of being consistent with the Employer's policies and procedures.

If it didn't meet that standard, then the arbitrator's decision could be overturned (instead of being final and binding). No remedy could meet that standard. The Employer's policies and procedures are boundless, vague, and incomprehensible as a standard. The rationale for their insistence was that they didn't want an "outsider" (like an arbitrator) changing their policies

and procedures (which, by the way, are excellent for lining your bird cage but are too often ignored to be effective mug coasters). I'll spare the reader any further description of this nonsense.

The bright side of our negotiations revolved around conditions for non-renewal.

We were concerned that we would have an uphill battle for establishing fair rules for the termination of our members. Instead, we found that management was as anxious to be fair and

reasonable as we were. I don't know who to give the credit to on this issue. I am sure that some members of the Management Negotiation Team were more instrumental than others, but in the end, when good (or bad) things happen, then a large part of the credit belongs at the highest levels of leadership. Still, it is strange that we had

— 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: \_\_\_\_\_

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Mailing Address: \_\_\_\_\_

SS# \_\_\_\_\_

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Receipt of the foregoing authorization is acknowledged:

# Say it with me: the amount spent on teachers has not significantly increased in the past three years

After several months of serious research and analysis about wages and benefits, I must admit that I have learned more about the world of adult work, and especially the working conditions at this organization, than I had in the previous two years. It was grueling and uplifting, with hidden truths and shocking realizations. And while the increases to the salary schedule were smaller than expected, there are some very important lessons I've learned. For those KSFA members who will be with us in three years when wages are re-opened, three lessons stand out:

1) The amount of money spent on teachers has not significantly increased in the past three years. Despite all that you may have heard about the size of the increase to the salary of the average teacher, the total amount spent on teacher salaries increased from 13.9 million in '02-'03 to 14.1 million in '03-'04, a gain of 1.3%. The change in salary budget from '03-'04 to '04-'05 is not immediately available, but is very likely to be negative. That's right...despite what you've heard or read in the student handbook, money spent on teacher salaries likely went down this year. The reason for this discrepancy is that this school "saves" thousands of dollars every time it hires a new teacher, since the teacher they replace is likely much further down the salary schedule than the new hire. In the two years I have worked here, I have often heard that teacher salaries increased by much larger numbers (4.6%~5.6%), calculated as the average step increase (2.6%) plus the increase to the entire salary schedule (2.5% on average). However, these simplistic calculations ignore the fact that close to one-fourth of our faculty do not gain a step every year. They are also misused when in talks of budget considerations, since the more relevant statistic is the increase of the entire salary budget. And, say it with me...the amount spent on teachers has not significantly increased in the past three years.

2) Teacher salary increases will not affect the other programs and initiatives of KS. A major theme drummed into the faculty since at least January of this year has been that increases in teacher salaries will result in reductions in other programs. However, this is basically untrue. The money for teacher salaries is taken from a very specific part of the entire KS budget, namely the allotment for the Kapalama campus. This is separate from the allotments for the neighbor island campuses, separate from the preschools, and it is separate from extension education. The dead-end exercises in January ultimately resulted in only one thing...convincing the faculty that sour financial conditions combined with their anticipated salary increases could possibly cut into such things as student activities, textbooks, and other programs. However, after two afternoons of brainstorming, all of the

ideas given were forgotten or discarded. And the school rolls on. Unexpected lawsuits are paid for without cutting programs, and we found out in our most recent faculty meeting that the overall Kapalama budget has always been increasing. Each half percentage increase in teacher salaries would cost the school about \$100,000, and if you ever see that amount of money being frivolously spent on this campus, you would have to say it with me...teacher salary increases will not affect the other programs and initiatives of KS.

3) Increases such as those of the previous collective bargaining agreement should be the norm, not the exception. In order to keep up with inflation, the entire salary schedule must increase at an average of the inflation rate. A young teacher can look at the schedule in the little yellow book and imagine making a salary near the bottom of the matrix twenty years later, but unless increases to the salary schedule match the rate of inflation, this comparison will be in error, as \$82,000 will be worth much less than it is worth now. Because of this, all members of KSFA need to start imagining a salary increase in the 4<sup>th</sup> and 5<sup>th</sup> year of the CBA that will bring us back to that level of compensation. And as odd as it may sound the first time around, we would need to increase the salary schedule by seven percent in each of the last two years of the CBA in order to make up for the income lost in these first three years. It may sound steep...even outlandish to some. But because of the small increases in the first three years of this CBA, large increases in the fourth and fifth years are necessary to make up the ground lost in this last negotiation session. Think about it. Seven percent every year. Say it with me. Seven percent a year. Practice it aloud if necessary. And three years from now, if our membership believes in regaining the level of pay to the standards of last year, we will need to ask for seven percent every year. Even if it sounds out-of-this-world, it's what is necessary if you want to preserve the real value of the pay standards from last year, since...say it with me... increases such as those of the previous collective bargaining agreement should be the norm, not the exception.

Mine is just one opinion among the spectrum of teacher viewpoints, but it is the result of hard research done for this round of contract negotiations. There are truths hidden in the balance sheets of this organization, and while I am generally disappointed at the wage settlement, I am fiercely looking forward to the next round in three years.

— Jeremy Dulatre,  
Unit 8-10