

for writing a letter, published in the editorial section of the local newspaper, objecting to Trustee Lokelani Lindsey's ("Trustee Lindsey") summoning of the student body president to her office during school hours to threaten him for his lack of support. This discipline, during the summer of 1997, was based upon alleged violations of work rules addressing use of confidential information and requiring all media communications to be pre-screened;

(b) The Trustees' attitude of exclusion towards the faculty, which continues to the present, was summarized in a 1995 response to a 1992 recommendation from Kamehameha Schools' accreditor, the Western Association of Schools and Colleges:

Recommendation: That the Board of Trustees and the President seek greater faculty and staff involvement in major school-wide changes which may personally and professionally affect them.

Response: Kamehameha Schools Bishop Estate is a hierarchical organization. *Decision-making and institution-wide planning is primarily conducted at the top levels as these duties are viewed as the responsibility of the Trustees and Principal Executives. Thus, faculty and staff do not have a major role in the decision-making process* (emphasis added);

(c) Trustee Lindsey, in her role as lead trustee for education at Kamehameha Schools, justified her "top-down" management style by equating teachers with the employees of the Coca-Cola company ". . . who do not determine how many bottles of Coca-Cola must be produced each year," thereby undermining the atmosphere of mutual trust between teachers and administration that is essential to the

business of education because, after all, students are not bottles that teachers fill with cola;

(d) Requiring faculty members to join committees covering numerous aspects of the operations of Kamehameha Schools, but then not having these committees ever meet, or for the few that did meet, not accepting recommendations from these committees;

(e) Certain changes to the Hawaiian Language Department curriculum were mandated by Trustee Lindsey (i.e., teaching Hawaiian as spoken in the mid-19th century). No Hawaiian Language Department faculty were consulted with regard to these curriculum changes. Upon voicing his opposition to these changes within a departmental meeting, a faculty member was subsequently summoned before Trustee Lindsey and reprimanded for about an hour for his lack of support;

(f) The teachers were ordered by Trustee Lindsey to work on the school curriculum. As an illustrative example, with regard to the first grade curriculum, the teachers submitted 184 curriculum objectives to the administration in June, 1997. Regarding these objectives, 85 were deleted, 62 were substantively altered, 15 were added, and a total of 176 objectives were returned to the teachers for reworking by Trustee Lindsey. The teachers have had to formally voice their opposition to the form and content of the curriculum as currently drafted because it does not reflect what and how they are teaching;

(g) The Kamehameha Schools Education Strategic Plan 1997-2005 was published in October, 1997. This strategic plan details numerous objectives such as specific enrollment goals, a telecommunications curriculum, testing standards, grade

standards, health and athletic standards, cultural and ethnic diversity goals, performing arts expansion, increased religious instruction, establishment of a middle school, a teacher certification program, increased technology applications, and increased community participation. The Trustees ensured that the teachers had absolutely *no* input into the preparation of this strategic plan; and

(h) A librarian assigned to Kamehameha Schools' Hawaiian collection became involved in the acquisition of the "Van Dyke" collection. Although making a recommendation against the purchase because of redundancy with existing volumes, this librarian was informed by Trustee Lindsey that KSBE had purchased the collection. Trustee Lindsey, entirely bypassing the Schools' administration, then physically removed this librarian from the Kapalama campus for a seven month period of the school year (September, 1996 to April, 1997) to organize and catalog the purchase. Throughout this time, this librarian was prevented from performing her Hawaiian collection and teaching responsibilities at the Kapalama campus.

4. In response to the faculty's inquiry into their legal right to unionize, the Trustees hired the highest priced "union-busters" in the State of Hawaii, labor attorney, Robert Katz, Esq. ("Katz"), and management consultant, Michael "Buddy" McGuire ("McGuire"). Katz and McGuire were introduced to the faculty as individuals who were retained to "facilitate the healing process."

5. The tactics implemented by Katz and McGuire produce divisiveness, delay, and obfuscation. Katz and McGuire are satirically referred to as "healers" by the teachers. The faculty attribute the behavior of Katz and McGuire directly to the Trustees. ✓

6. KSFA filed a Petition with the National Labor Relations Board ("NLRB") on December 23, 1997, to initiate the unionization process for the Kamehameha Schools faculty.

7. The Trustees opposed this Petition by arguing, among other things, that all teachers exercised managerial authority through faculty committees whose recommendations were routinely adopted and were, therefore, excluded from organizing under the labor laws. The evidence presented at the NLRB hearing showed that 16 of the 18 faculty committees proffered by the Trustees never met, and for the few that did meet, their recommendations were rejected. Due to the clear weight of the law and facts being against them, the Trustees lost on every argument they raised in challenge to KSFA's NLRB Petition. A substantial amount of Trust funds were consumed by the Trustees in this endeavor. The arguments raised by the Trustees, being so detached from reality, only engendered scorn on the part of the faculty.

8. On March 13, 1998, the NLRB conducted an election for the Kamehameha Schools faculty. The vote was 186-36 in favor of the teachers unionizing under KSFA. This overwhelming majority amounted to a vote of utter "no confidence" in the Trustees' counter-organizing offer to form an alternative, non-union faculty association which would allegedly satisfy the same needs KSFA was intended to meet.

9. On March 23, 1998, pursuant to the election results, the NLRB certified KSFA as the exclusive collective-bargaining representative for the teachers and librarians described in paragraph 1.

10. Immediately upon NLRB certification, the Trustees prohibited KSFA members from using any KSBE facilities, supplies, or equipment for any use relating to

KSFA. The Trustees claimed they would be exposed to criminal and civil liability for permitting such use.

11. Prior to this blanket prohibition, the faculty was permitted to hold meetings at the Kapalama campus after school hours to discuss KSFA business. After the prohibition, teachers were denied requests to meet at the Kapalama campus after school hours to discuss KSFA business. During this time, the faculty was routinely granted requests to meet at the Kapalama campus after school hours to address non-KSFA matters.

12. The reason given by the Trustees for this denial to meet was the same excuse that they would be exposed to criminal and civil liability for permitting such use. This reason is a pretext. No such criminal or civil liability exists. KSFA filed an unfair labor practice charge with the NLRB against KSBE over this denial to meet on Friday, September 11, 1998. This filing occurred because the Trustees ignored KSFA's two day notice to cure, complete with legal precedent, on this issue. By Monday, September 14, 1998, Katz had informed the NLRB that it would "not be a problem" for the teachers to meet at the Kapalama campus after school hours to discuss KSFA business.

13. The Trustees sought to punish the faculty for forming KSFA in prohibiting KSFA from meeting on campus.

14. On August 26, 1998, on the first day of school, grade level chairs at the Kamehameha Elementary School were informed for the first time that the \$1,750 annual stipend previously paid to grade level chairs was unilaterally eliminated. Grade level chairs are full time elementary school teachers who prepare and coordinate spending of the budget for their grade level, coordinate activities involving multiple classes within

their grade level or across different grade levels, and facilitate communications between their grade level and the administration. This action was taken by the Trustees to punish grade level chairs for becoming members of KSFA. This unilateral action is also the subject of an unfair labor practice filed by KSFA with the NLRB for discrimination against union members and breach of KSBE's duty to bargain in good faith.

15. Juxtaposed to the Trustees' blatant disregard of their duty to bargain regarding the grade level chairs, the Trustees then relied upon their duty to bargain, in August of 1998, to ban further meetings of the KES/KSS Faculty/Administration Planning Committee. This Committee was authorized only to make recommendations and facilitate communications between the administration and faculty. The Trustees rely upon their duty to bargain only through their "official" negotiators to arbitrarily foreclose fruitful communications between the administration and the faculty. The message sent to the faculty is that any faculty committee exists solely at the whim of the Trustees.

16. The unilateral elimination of the grade level chairs' stipend, \$72.92 per paycheck, was not supported by the Schools because they know and recognize the additional and important duties grade level chairs perform to ensure smoother operations. It is this repeated and continued imposition of the Trustees' dysfunctional and archaic top-down management style that continually erodes the integrity of and promotes disrespect for all levels between the Trustees and the Kamehameha Schools teachers.

17. The teachers cannot serve as an effective buffer for the students at all times under these "gulag" circumstances. For example, an eighth grade student has been recruited to check on various study periods to see and report if the assigned

teacher is actually in attendance. A simple telephone call to the study period room would serve the same purpose.

18. At a rehearsal for the Schools song contest earlier this year, the students booed when Trustee Lindsey's name was announced. The Trustees ordered a reprimand of the students and the directive that such booing better not happen again. This treatment of the students, without ever addressing the underlying causes and reasons for such action, only serves to alienate the students as well as the faculty.

19. Upon NLRB certification, a legal duty arose on the part of KSBE to bargain in good faith with KSFA over a union contract.

20. KSFA, by letter dated June 15, 1997, conveyed notice to KSBE that KSFA was prepared to commence bargaining at any time.

21. By letter dated July 2, 1998, KSBE, through McGuire, requested that KSFA deliver "a complete and total set of contract proposals before scheduling of our first session so that we may use our time efficiently at the table."

22. On July 14, 1998, KSFA delivered a proposed draft contract to McGuire. KSFA's draft contract sought to minimize potentially contentious, time-consuming, and costly issues. No increases in wages or benefits were sought, a standard grievance procedure was described, and a term of one year, the same length of time already given to the faculty under individual employment contracts, was requested. The draft contract was deliberately simple and relied upon standard provisions found in almost every union contract in the State of Hawaii.

21. KSFA communicated numerous entreaties requesting a response to KSFA's draft contract in any form, written or verbal. Illustrative of the Trustees' attitude,

as expressed through McGuire, is the following from McGuire's letter of August 26, 1998: "Your proposals deserve the benefit of elucidation and supporting background information" and to do otherwise (i.e. respond earlier) "would be to treat your proposals as fodder, that we will not do." It is that condescending and arrogant attitude exhibited by the Trustees in their marching orders to McGuire that creates a foundation of conflict and hostility between the Trustees and the faculty. The message sent to the faculty is that any relationship with these Trustees must be adversarial rather than collaborative, to expect bad faith and punitive motivations from the Trustees, and to anticipate the intervention of governmental authorities, like the NLRB, before good faith can have a chance.

22. To date, the Trustees have objected to every provision in KSFA's draft contract. Tentative agreement has been reached only as to the preamble and only because KSFA conceded to McGuire's demand that KSFA call itself "Union," rather than "KSFA," in the preamble. If KSFA did not acquiesce to this ridiculous demand, *no* agreement would exist as to *any* contract provision, after *15 weeks* of negotiations, over KSFA's contract provisions notable only for their *blandness*! The Trustees are engaging in illegal "surface bargaining" with KSFA. The Trustees' agenda, as exemplified by their actions, is to punish and frustrate the Kamehameha Schools teachers for relying on their legal right to organize.

23. The Trustees waste trust assets by paying Katz and McGuire to perform the Trustees' agenda to frustrate and punish the faculty.

24. The Trustees failed to pass a budget until just prior to the start of the current school year. This tardy action most affected financial aid recipients who did not

know whether they would receive financial aid, and in what amounts, until the last minute.

25. The faculty has lost faith in the values, decisions, and attitudes of the Trustees as managers of KSBE and the Kamehameha Schools.

26. The atmosphere established by the Trustees at Kamehameha Schools is based upon fear and intimidation. The arbitrary and retributive micro-managing, exemplified by Trustee Lindsey as lead Trustee for education, has not gone away with the ostensible removal of the lead trustee system, it has simply gone underground and metamorphosed into more invidious and insidious forms.

27. The Kamehameha Schools faculty are subject to spying and loss of employment to silence their voice and stifle any protest to the lunacy practiced by the Trustees.


DEAN CHOY

Subscribed and sworn to before me
on September 29, 1998.


Notary Public, State of Hawaii

My commission expires: 5-6-01

C.S.