

Frequently Asked Questions

1. Question: What does “working-to-the-contract” mean and how will it affect students and employees?

Answer: “Working-to-the Contract” is a job action in which employees adhere to the letter of a labor contract in an effort to cause inefficient operations. Although members of HSTA BU 05 have the right to strike, they cannot do so until the prohibited practice complaint filed by HSTA with the Hawaii Labor Relations Board concerning the Employer’s implementation of the last, best, final offer, is resolved. Engaging in a lessor job action than a strike, working-to-the-contract is often suggested, encouraged, and/or approved by a union, in order to put pressure on the Employer to agree to better collective bargaining contract terms. As the name suggests, it entails performing only those job duties strictly required by the collective bargaining agreement. This may mean that the teachers arrive to work when their students arrive, and leave immediately at the conclusion of their required 7-hour workday, which includes a paid ½-hour lunch break.

2. Question: What if there are planned activities before or after the teachers’ workday that will be disrupted by “working-to-the-contract?”

Answer: It depends upon the type of activity. For example, if the teacher normally arrives in advance of the start of his/her workday or stays beyond the end of his/her 7-hour workday, he/she can choose not to be available to assist students outside of those hours.

However, if there are planned school-related activities either before or after the teachers’ workday for which the teacher has previously volunteered to attend, the “working-to-the contract” *may* require them to attend. In addition, if working before or after his/her workday is necessary for the teacher to prepare for instruction, “working-to-the-contract” *may* also require the teacher to work outside of his/her regular workday. This is because the “contract”¹, provides that “teachers, as part of their professional obligations, must devote considerable time outside of school hours to prepare for instruction” and in addition to such professional obligations, teachers have a “supplemental professional obligation to participate in a reasonable amount of school-related activities.”

3. Question: If there are no volunteers to cover school-related activities beyond the school day, may the principal assign such work?

Answer: Yes. “Working-to-the-contract” allows the principal to assign such work on a “fair and equitable basis but with proper regard to job and skill requirements.”²

In addition to the information provided above, some A+ After-School Programs, Student Activities, Athletics, and Other School Related Programs may be affected by the “working-to-the-contract” job action.

¹ Contract refers to the 2009-11 expired contract, portions of which are included in the Employer’s last, best, and final offer. See Article VI, Teaching Conditions and Hours, Section AA. School Related Activities.

² See expired 2007-09 Contract, Article VI, Teaching Conditions and Hours, Section AA. School Related Activities.

As always, maintaining student health and safety system wide, and avoiding liability claims for failing to provide proper adult supervision during DOE-sanctioned activities is paramount. With that said, consideration will be given to the following:

- A+ After-School Programs (both school operated as well as private provider operated): If there are sufficient numbers of DOE employees and/or A+ employees to provide a safe A+ program, the programs will continue.
- Student Activities and Athletics

For any school event that is coordinated, coached, and/or chaperoned by BU 05 members who are participating in “working-to-the-contract” job action, the principal shall ensure that the following criteria are met before allowing the event to continue:

- a. The health, safety and liability concerns are properly addressed through the coordination and/or supervision of the DOE-sanctioned event by appropriate individuals such as (1) the teacher or teachers in charge of the DOE-sanctioned event who are not participating in “working-to-the-contract” job action, (2) other staff and/or curriculum specialists who can provide the appropriate coordination and/or supervision during the DOE-sanctioned event, or (3) others whom the principal feels would be responsible.

4. Question: Are teachers (or other employees or students) allowed to organize and prepare for protests by using materials and supplies that belong to the schools?

Answer: No. The teachers may not use materials or supplies that belong to the schools to organize and prepare for protests. Thus, using school-owned paints or markers to draw signs or paint t-shirts is not permitted.

5. Question: May teachers spend time during their workday to organize protests that may occur before or after the workday? May teachers use time during their workday to organize student participation in protests?

Answer: No. Teachers are expected to perform their regular job duties during the workday, and teachers may not use time during their workday to organize students to participate in protests.

6. Question: Can teachers hold discussions on the “working-to-the-contract” job action or promote it with their students?

Answer: “Working-to-the-contract” may have a direct impact on some students, depending upon the circumstances and actions taken by teachers. It is permissible to discuss the issues with the students so they are informed and understand how it may affect them. It is expected that teachers will maintain a professional demeanor while discussing the matter with their students. Additionally, if teachers are including the matter and related issues into their instructional program, they are expected to comply with Board of Education Policy 2210, Controversial Issues, which states:

"Student discussion of issues which generate opposing points of view shall be considered a normal part of the learning process in every area of the school program. The depth of the discussion shall be determined by the maturity of the students.

Teachers shall refer students to resources reflecting all points of view. Discussions, including contributions made by the teacher or resource person, shall be maintained on an objective, factual basis. Stress shall be placed on learning how to make judgments based on facts."

7. Question: Can classified staff and bargaining unit members other than BU 05 participate in BU 05 organizing and protesting activities during their duty free lunch?

Answer: Classified staff and members of other bargaining units are expected to be productively engaged during working hours; however, the employer is not always able to control the actions of employees while they are not working.

8. Question: Can teachers use Lotus Notes for communicating with HSTA and other teachers about "working-to-the contract"?

Answer: The Association school representatives shall be granted, upon request when NOT otherwise in use, the reasonable use of school copying and communications equipment. Access to the internet and electronic mail may also be permitted. However, school business shall have priority. Moreover, use of such equipment for Association purposes should not take place during the instructional period.

The Association shall be responsible for any additional fees and/or charges incurred by the school directly associated with usage by the Association of such equipment including telephone charges as well as rental charges, if applicable.

9. Question: Can teachers wear clothing promoting their issues during the workday at school?

Answer: The Department does not have a dress code prohibiting teachers from wearing such clothing. However, proper classroom attire is required.

10. Question: Can teachers post HSTA "working-to-the-contract" information at the sign-in counter?

Answer: The Association has been assigned a bulletin board at the school for posting HSTA notices, newsletters, etc., and may also place Association materials in the teachers' mailboxes. The school principal will need to exercise his/her judgment as to the appropriateness of posting HSTA materials at the sign-in folder or counter. If it has been the practice, to allow "generic" HSTA material/informational reminders at the sign-in, it would be reasonable to allow the practice to continue. However, if the meeting notice specifically announces "working-to-the-contract" or "protest" related information, the school principal may ask the Association Representative to either amend the notice or remove it from the sign-in folder or counter.