

STATE OF HAWAII
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of)
)
HAWAII GOVERNMENT EMPLOYEES')
ASSOCIATION, Local 152, HGEA/AFSCME,)
)
STATE OF HAWAII, ORGANIZATION OF)
POLICE OFFICERS)
)
and)
)
NATIONAL UNION OF POLICE OFFICERS)
AFL-CIO, Hawaii Local 856)
Independent,)
)
Petitioners,)
)
and)
)
CITY AND COUNTY OF HONOLULU,)
COUNTY OF HAWAII,)
COUNTY OF MAUI and)
COUNTY OF KAUAI,)
)
Employers.)

Case No. R-12-8

Amendment No. 2 of
Decision No. 18A + B

AMENDMENT OF CERTIFICATION OF EXCLUSIVE
BARGAINING REPRESENTATIVE AND ORDER TO NEGOTIATE

The provision on page 2 of the above-entitled Certification dated July 12, 1972, designating non-supervisory positions of the Police Department of the City and County of Honolulu included in Unit 12 is amended by inserting the underscored material so that the provision reads as follows:

"Included: NON-SUPERVISORY All Metropolitan Police Detectives except Positions #P-1125, P-1126, P-1575, P-1576, P-209 and P-1557; all Metropolitan Police Officers II except for Positions #P-676 and P-316; all Metropolitan Police Officers I, Police Service Officers II and I, all Police Matrons and Helicopter Pilots."

Mack H. Hamada

Mack H. Hamada, Chairman
Public Employment Relations Board

Dated: August 3, 1972

Honolulu, Hawaii

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STATE OF HAWAII
PUBLIC EMPLOYMENT RELATIONS BOARD


In the Matter of)	
)	
HAWAII GOVERNMENT EMPLOYEES' ASSOCIATION,)	
Local 152, HGEA/AFSCME,)	
)	
STATE OF HAWAII, ORGANIZATION OF POLICE)	
OFFICERS,)	Case No. <u>R-12-8</u>
)	
and)	
)	
NATIONAL UNION OF POLICE OFFICERS,)	Amendment No. <u>1</u> of
AFL-CIO, Hawaii Local 856)	Decision No. <u>18496</u>
Independent,)	
)	
Petitioners,)	
)	
and)	
)	
CITY AND COUNTY OF HONOLULU,)	
COUNTY OF HAWAII,)	
COUNTY OF MAUI and)	
COUNTY OF KAUAI,)	
)	
Employers,)	
)	

AMENDMENT OF CERTIFICATION OF EXCLUSIVE
BARGAINING REPRESENTATIVE AND ORDER TO NEGOTIATE

The provision on page 2 of the above-entitled Certification dated July 12, 1972, respecting personnel of the Police Department of the County of Kauai excluded from Unit 12 is amended by inserting the underscored material so that the provision reads as follows:

"Excluded: The Fiscal Lieutenant, Lieutenant in Research and Development, all Captains and Police Officers of a rank higher than Captain, and

employees who have quit or been discharged for cause since the designated payroll period and who have not been rehired or reinstated prior to the date of this election."


Mack H. Hamada, Chairman
Public Employment Relations Board

Dated: July 24, 1972

Honolulu, Hawaii

STATE OF HAWAII

PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of)	
)	
HAWAII GOVERNMENT EMPLOYEES' ASSOCIATION,)	
Local 152, HGEA/AFSCME,)	
)	
STATE OF HAWAII, ORGANIZATION OF POLICE)	
OFFICERS,)	
)	
and)	Case No. <u>R-12-8</u>
)	
NATIONAL UNION OF POLICE OFFICERS,)	Decision No. <u>18 A 15</u>
AFL-CIO, Hawaii Local 856)	
Independent,)	
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Petitioners,)	
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and)	
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CITY AND COUNTY OF HONOLULU,)	
COUNTY OF HAWAII,)	
COUNTY OF MAUI and)	
COUNTY OF KAUAI,)	
)	
Employers.)	

CERTIFICATION OF EXCLUSIVE BARGAINING REPRESENTATIVE AND ORDER
TO NEGOTIATE

A representation proceeding having been conducted pursuant to a Direction of Election in the above entitled matter by the Public Employment Relations Board in accordance with the Hawaii Public Employment Relations Act and the Rules of Procedure of the Board, and it appearing that an exclusive bargaining representative has been selected; pursuant to the authority vested in the Board by the Hawaii Public Employment Relations Act, IT IS HEREBY CERTIFIED that the STATE OF HAWAII, ORGANIZATION OF POLICE OFFICERS, has been designated and selected by a majority of the Policemen, supervisory and non-supervisory employees, of the above-named Public Employers, in the optional appropriate bargaining unit described herein, as their exclusive bargaining representative for the purpose of bargaining collectively on questions of wages, hours, and other terms and conditions of employment.

UNIT: Certain employees of the Police Department of the City and County of Honolulu, and the Counties of Kauai, Maui and Hawaii.

CITY AND COUNTY OF HONOLULU

Included: NON-SUPERVISORY All Metropolitan Police Detectives except Positions #P-1126, P-1575, P-1576, P-209 and P-1557; all Metropolitan Police Officers II except for Positions #P-676 and P-316; all Metropolitan Police Officers I, Police Service Officers II and I, all Police Matrons and Helicopter Pilots.

SUPERVISORY All Sergeants except for Positions #P-657, P-1002, P-214 and P-177; all Metropolitan Police Lieutenants except for positions #P-1007, P-188, P-1165, P-1223, P-1241, P-131, P-132, P-114, P-136, P-1090, P-196 and P-113; Police Captains in positions #P-1225, P-1242, P-130, P-452 and P-119,

including employees who did not work during the designated payroll period because they were temporarily laid off, ill or on vacation, maternity leave or other authorized leave, and also including employees serving in the military service of the United States or on leave for service in National Guard units and who appear in person at the polls.

Excluded: All positions for which exception is noted above, all other Police Captains, all policemen of a rank higher than Captain, and

employees who have quit or been discharged for cause since the designated payroll period and who have not been rehired or reinstated prior to the date of this election.

COUNTY OF KAUAI

Included: NON-SUPERVISORY All Policemen II and I, all Detectives and all Police Service Officers.

SUPERVISORY All Police Sergeants, and all Police Lieutenants except the Fiscal Officer,

including employees who did not work during the designated payroll period because they were temporarily laid off, ill or on vacation, maternity leave or other authorized leave, and also including employees serving in the military service of the United States or on leave for service in National Guard units and who appear in person at the polls.

Excluded: The Fiscal Lieutenant, ^{Lieutenant in Research & Development *} all Captains and Police Officers of a rank higher than Captain, and

employees who have quit or been discharged for cause since the designated payroll period and who have not been rehired or reinstated prior to the date of this election.

* amended July 24, 1972

COUNTY OF MAUI

Included: NON-SUPERVISORY All Police Officers II and I, and all Detectives,

SUPERVISORY All Police Sergeants except Position #PD-131, all Police Lieutenants except Positions #PD-95 and PD-2, and all Police Captains

including employees who did not work during the designated payroll period because they were temporarily laid off, ill or on vacation, maternity leave or other authorized leave, and also including employees serving in the military service of the United States or on leave for service in National Guard units and who appear in person at the polls.

Excluded: All positions for which exception is made above, all Police Majors, all positions of a rank higher than major, and

employees who have quit or been discharged for cause since the designated payroll period and who have not been rehired or reinstated prior to the date of this election.

COUNTY OF HAWAII

Included: NON-SUPERVISORY All Police Officers I and II, all Police Service Officers and all Detectives.

SUPERVISORY All Sergeants except Sgt. Benevedas, all Lieutenants except the Personnel and Training Officer, all Captains except the Captain in charge of Research and Development, and the Captain in charge of C.I.D.,

including employees who did not work during the designated payroll period because they were temporarily laid off, ill or on vacation, maternity leave or other authorized leave, and also including employees serving in the military service of the United States or on leave for service in National Guard units and who appear in person at the polls.

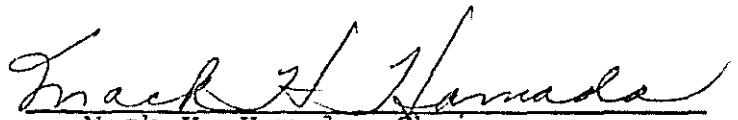
Excluded: All positions for which exception is made above, all inspectors and officers of a rank higher than Inspector, and


employees who have quit or been discharged for cause since the designated payroll period and who have not been rehired or reinstated prior to the date of this election.

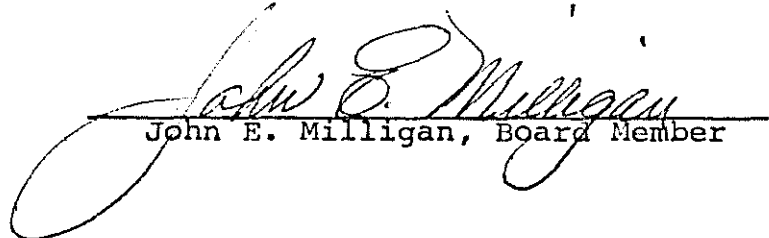
Further, IT IS ORDERED that the above-named Public Employers shall bargain collectively with the State of Hawaii, Organization of

Police Officers and enter into a written agreement with such employee organization with respect to wages, hours, and other terms and conditions of employment which are subject to negotiations under the Act.

HAWAII PUBLIC EMPLOYMENT RELATIONS BOARD


Mack H. Hamada, Chairman


Carl J. Guntert, Board Member


John E. Milligan, Board Member

Dated: July 14, 1972

Honolulu, Hawaii

STATE OF HAWAII

PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of)
)
HAWAII GOVERNMENT EMPLOYEES' ASSOCIATION,)
Local 152, HGEA/AFSCME,)
)
STATE OF HAWAII, ORGANIZATION OF POLICE)
OFFICERS,)
)
and)
)
NATIONAL UNION OF POLICE OFFICERS,) Case No. R-12-8
AFL-CIO, Hawaii Local 856)
Independent,)
)
Petitioners,)
)
and)
)
STATE OF HAWAII,)
CITY AND COUNTY OF HONOLULU,)
COUNTY OF HAWAII,)
COUNTY OF MAUI and)
COUNTY OF KAUAI,)
)
Employers.)
)

AMENDMENT TO DIRECTION OF ELECTION REGARDING
THE OPTIONAL APPROPRIATE BARGAINING UNIT FOR POLICEMEN, UNIT 12

This is to inform all parties that the following amendment
should be made to the Board's Direction of Election in the above-
entitled matter:

"Eligible employees at Honolulu International Airport
and Halawa Jail shall vote at the time and place
specified for the [Kalihi Sub-Station] Honolulu
Police Station."

(Bracketed material to be deleted; amendment underscored.)

PUBLIC EMPLOYMENT RELATIONS BOARD

By Carl J. [Signature]
Board Member

By John E. [Signature]
Board Member

Dated: June 8, 1972

Honolulu, Hawaii

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STATE OF HAWAII

PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of the Petition of)
HAWAII GOVERNMENT EMPLOYEES' ASSOCIATION,)
LOCAL 152, HGEA/AFSCME,)
and)
STATE OF HAWAII, ORGANIZATION OF POLICE)
OFFICERS,)
Petitioners,) Case No. R-12-8
and)
NATIONAL UNION OF POLICE OFFICERS,)
AFL-CIO, Hawaii Local 856 Independent,)
Intervenor,)
Involving Certain Employees of)
CITY AND COUNTY OF HONOLULU,)
COUNTY OF HAWAII,)
COUNTY OF MAUI and)
COUNTY OF KAUAI.)

SECOND AMENDMENT TO DIRECTION OF ELECTION REGARDING
THE OPTIONAL APPROPRIATE BARGAINING UNIT FOR
POLICEMEN, UNIT 12

This amendment supplements and is in addition to the Direction of Election issued for Unit 12 on June 6, 1972, and supplements and is in addition to the Amendment to said Direction for the subject bargaining unit.

All parties are hereby informed of the following changes of hours during which the polls will be open during the Unit 12 Representation Elections to be held in the City and County of Honolulu on July 3, 1972, and in the County of Kauai on July 5 for the voting places hereinafter designated:

City and County of Honolulu

Pearl City Police Station	6:00 a.m. - 8:00 a.m.
Squad Room	4:00 p.m. - 6:00 p.m.
1100 Waimano Home Road	
Pearl City	

County of Kauai

Lihue Police Station
Lihue, Kauai

6:30 a.m. - 8:30 a.m.
2:00 p.m. - 3:00 p.m.

PUBLIC EMPLOYMENT RELATIONS BOARD

By *Frank H. Hamada*
Frank H. Hamada, Chairman

Dated: June 27, 1972

Honolulu, Hawaii

STATE OF HAWAII
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of)
)
HAWAII GOVERNMENT EMPLOYEES' ASSOCIATION,)
Local 152, HGEA/AFSCME,)
)
STATE OF HAWAII, ORGANIZATION OF POLICE)
OFFICERS,)
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and)
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NATIONAL UNION OF POLICE OFFICERS,)
AFL-CIO, Hawaii Local 856)
Independent,)
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Petitioners,)
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and)
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STATE OF HAWAII,)
CITY AND COUNTY OF HONOLULU,)
COUNTY OF HAWAII,)
COUNTY OF MAUI and)
COUNTY OF KAUAI,)
)
Employers.)

Case No. R-12-8
Decision No. 186

FINDINGS OF FACT, CONCLUSIONS OF LAW AND DIRECTION OF ELECTION

For Employers:	Haruo Oda, Deputy Corporation Counsel, County of Hawaii
	Morris S. Shinsato, County Attorney, County of Kauai
For Petitioners:	Alvin T. Shim, Hawaii Government Employees' Association, Local 152, HGEA/AFSCME
	Wallace S. Fijiyama, State of Hawaii, Organization of Police Officers
	Jeffrey N. Watanabe, National Union of Police Officers, AFL-CIO, Hawaii Local 856 Independent

Pursuant to Chapter 89, Hawaii Revised Statutes, a hearing in the above-entitled matter was continued before the Hawaii Public Employment Relations Board sitting en banc, hereinafter referred to as the Board, at Honolulu, Oahu and Lihue, Kauai, and the Board, having considered the evidence in the record and the briefs submitted by the County of Hawaii,

the County of Kauai and the Hawaii Government Employees' Association, hereby makes the following Findings of Fact, Conclusions of Law and Direction of Election.

The Board issued earlier Findings of Fact and Conclusions of Law in the above-entitled matter on March 17, 1972, with respect to the sole issue whether Harbor Patrolmen and Fish and Game Wardens are Policemen within the meaning of Chapter 89, supra. The Board determined therein that employees in the Harbor Patrolmen Series and Fish and Game Warden Series do not fall within the optional appropriate bargaining unit for Policemen, hereinafter referred to as Unit 12. The Board reserved the remaining issues in the above-entitled matter to its subsequent Findings of Fact, Conclusions of Law and Direction of Election, with which we are herein concerned.

FINDINGS OF FACT

The Hawaii Government Employees' Association, the State of Hawaii, Organization of Police Officers and the National Union of Police Officers (formerly known as the International Brotherhood of Police Officers) are employee organizations within the meaning of Chapter 89, Hawaii Revised Statutes.

The City and County of Honolulu, the County of Hawaii, the County of Maui and the County of Kauai are Public Employers within the meaning of Chapter 89, supra.

The above-named employee organizations, respectively, petitioned the Board on January 5, January 29 and April 21, 1971, for an optional appropriate bargaining unit of all Policemen of the Public Employers throughout the State, Unit 12.

Each Public Employer entered into stipulations with said employee organizations regarding (1) Unit 12 inclusions and exclusions and (2) the supervisory and non-supervisory status of such included employees in its respective police department, which are listed accordingly:

City and County of Honolulu

Excluded: Chief of Police, Deputy Chief of Police, Metropolitan Police Assistant Chiefs, Metropolitan Police Inspectors, Metropolitan Police Majors and Metropolitan Police Captains, except patrol platoon captains.

Metropolitan Police Lieutenants serving as first assistants to the heads of certain functional program units (P-1007, P-188, P-1165, P-1223, P-1241 and P-131) or assigned to Inspection Section, Research and Development Division or Chief's Office (P-132, P-114, P-136, P-1090, P-196 and P-113).

Metropolitan Police Sergeants assigned to Personnel Division (P-657), to Research and Development Division (P-1002) or to Chief's Office (P-214 and P-177).

Metropolitan Police Detectives assigned to Personnel Division (P-1126 and P-1125) or to Inspection Section (P-1575, P-1576, P-209 and P-1557).

Metropolitan Police Officers II assigned to Research and Development Division (P-676 and P-316).

Included as supervisory employees: Metropolitan Police Captains serving as patrol platoon captains (P-1225, P-1242, P-130, P-452 and P-119), Metropolitan Police Lieutenants and Metropolitan Police Sergeants.

Included as non-supervisory employees: Metropolitan Police Detectives, Metropolitan Police Officers II, Metropolitan Police Officers I, Police Services Officers II, Police Services Officers I, Police Matron and Helicopter Pilot.

County of Hawaii

Excluded: Chief of Police, Deputy Chief of Police, Police Inspectors and Police Sergeant Benevides.

Included as supervisory employees: Police Lieutenants and Police Sergeants.

Included as non-supervisory employees: Police Detectives, Police Officers II, Police Officers I and Police Services Officers.

County of Maui

Excluded: Chief of Police, Deputy Chief of Police, Police Majors, Police Lieutenants (PD-95 and PD-2) and Police Sergeant (PD-131).

Included as supervisory employees: Police Captains, Police Lieutenants and Police Sergeants.

Included as non-supervisory employees: Police Detectives, Police Officers II, Police Officers I, Policewoman and Police Matron.

County of Kauai

Excluded: Chief of Police, Deputy Chief of Police, Police Captains and Police Lieutenant in Research and Development (P-371).

Included as supervisory employees: Police Lieutenants and Police Sergeants.

Included as non-supervisory employees: Police Detectives, Policemen II, Policemen I and Police Services Officers.

At the conclusion of the hearing in the above-entitled matter, the County of Hawaii and the County of Kauai could not agree with said employee organizations as to whether the following Policemen under their respective jurisdictions should be excluded from Unit 12:

County of Hawaii

- (1) Eight Captains serving as district commanders;
- (2) Captain in charge of Research and Development;
- (3) Captain in charge of Criminal Investigation Division;
- (4) Lieutenant in charge of Personnel and Training Section and
- (5) Lieutenant in charge of Vice Division.

County of Kauai

- (1) Fiscal Lieutenant; and
- (2) Training Lieutenant.

The position of the County of Hawaii is that its aforementioned Captains and Lieutenants should be excluded from Unit 12 because they occupy top-level administrative positions to department heads and participate in top management conferences and, thereby, become privy to highly confidential information.

The position of the County of Kauai is that its above-mentioned Lieutenants should be excluded from Unit 12 because they are staff officers charged with administrative and confidential matters.

The State of Hawaii, Organization of Police Officers is in accord with the positions of the County of Hawaii and the County of Kauai.

The concurrent position of the Hawaii Government Employees' Association and the National Union of Police Officers is that all of the above Captains and Lieutenants should be included in Unit 12 since they are not

top-level managerial employees nor are they concerned with confidential matters affecting employee-employer relations.

CONCLUSIONS OF LAW

The issue in the instant case is whether or not any of the following employees in dispute fall within the exclusionary language of Section 89-6(c), Hawaii Revised Statutes:

County of Hawaii Captains serving as district commanders, Captain in charge of Research and Development, Captain in charge of Criminal Investigation Division, Lieutenant in charge of Personnel and Training Section and Lieutenant in charge of Vice Division.

County of Kauai Fiscal Lieutenant and Training Lieutenant.

Section 89-6(c), supra, inter alia states:

"No elected or appointed official, member of any board or commission, representative of a public employer, including the administrative officer, director, or chief of a state or county department or agency, or any major division thereof as well as his deputy, first assistant, and any other top-level managerial and administrative personnel, individual concerned with confidential matters affecting employee-employer relations, . . . shall be included in any appropriate bargaining unit or entitled to coverage under this chapter."

The Board shall determine herein whether the evidence in the record sufficiently warrants, in view of legislative intent, the exclusion of the above-mentioned public employees from the bargaining unit. In arriving at legislative intent, we find it relevant to consider the following statutory sections in conjunction with Section 89-6(c), supra:

Section 89-2(18), supra, states:

"'Supervisory employee' means any individual having authority in the interest of the employer to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward or discipline other employees, or the responsibility to assign work to and direct them, or to adjust their grievances, or effectively to recommend such action, if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment."

Section 89-6(a), supra, inter alia provides:

"Because of the nature of work involved and the essentiality of certain occupations which require specialized training, units (9) through (13) are designated as optional appropriate bargaining units. Employees in any of these optional units

may either vote for separate units or for inclusion in their respective units (1) through (4). If a majority of the employees in any optional unit desire to constitute a separate appropriate bargaining unit, supervisory employees may be included in the unit by mutual agreement among supervisory and nonsupervisory employees within the unit; if supervisory employees are excluded, the appropriate bargaining unit for such supervisory employees shall be (2) or (4), as the case may be."

Although the National Labor Relations Act, the Executive Orders on labor-management relations in the federal service and several state acts regulating public employment preclude supervisors from coverage thereunder, our Act provides that our supervisory employees as defined in Section 89-2(18), supra, shall have the right to bargain collectively. By granting supervisors collective bargaining rights, the Legislature must have believed that the benefits to be derived outweigh any disadvantages that might result therefrom.

While there are some other states which do provide collective bargaining rights for supervisors, it is usually required that supervisors constitute a separate unit apart from non-supervisory employees, as is the case for our white collar and blue collar employees in Units 1 through 4. However, Section 89-6(a), supra, permits supervisors to be in the same unit as non-supervisory employees in optional appropriate bargaining units such as Policemen, if it is mutually agreeable among such employees. By allowing supervisory and non-supervisory employees in optional appropriate bargaining units the opportunity to constitute a single unit, the Legislature must have been of the opinion that the affinity of such supervisory and non-supervisory employees, due to the nature of their work and specialized training, was greater than any conflict of interest which traditionally exists between other supervisory and non-supervisory employees.

In view of these aforementioned differences which indicate that the Legislature intended comparatively broad coverage under our Act, it is our opinion that the exclusionary language of Section 89-6(c), supra, should be narrowly construed, particularly for optional appropriate bargaining units. Hence, unless the evidence in the record demonstrates that an employee has managerial and administrative responsibilities substantially

different from supervisory employees per se, his exclusion from the unit would not be consistent with the policy of the Act. Nor would it be consistent with legislative intent for us to exclude an employee on grounds of confidentiality unless the extent of his involvement "with confidential matters affecting employee-employer relations" is greater than that which is normally accorded to supervisors.

Despite the fact that our Act provides relatively broad coverage as stated above, we have reviewed National Labor Relations Board decisions and other state public employment relations boards decisions for background information. Whenever we find their decisions relevant and appropriate to the particular issue before us, we shall consider such decisions and rationale persuasive in our determinations.

Our perusal of the decisions of the National Labor Relations Board reveals that the National Labor Relations Board defines "managerial employees" as "those who formulate, determine and effectuate an employer's policies." We are of the opinion that the definition per se lends itself to too broad an interpretation of "managerial employee" in view of the policy of our Legislature. However, we find said definition appropriate for our purposes in light of the recent National Labor Relations Board decision, Textron, Inc., 196 NLRB 127, 80 LRRM 1099 (1972), wherein the Board clarified that it did not intend its definition of a managerial employee to be too encompassing. The National Labor Relations Board, in part, stated:

" . . . But the question which faces us in North Arkansas Electric and which faces us again here, is whether there is a basis in the statute or in commonsense for denying statutory protection and representational rights to all employees who have any discretion in the formulation, determination and effectuation of any employer policy.

"It is clear enough, as the legislative commentary and commentary in several of our own decisions has explained, that there is sound basis for the exclusion of those concerned with management policies in the labor relations area. There, the potential for conflict of interest is apparent and thus an orderly administration of this Act requires the exclusion of such personnel from coverage."

We are of the opinion that the rationale of Textron, Inc., supra, and the criteria utilized therein will guide us in differentiating managerial employees from supervisory employees. We believe the exclusionary language of Section 89-6(c), supra, should be narrowly construed and we, therefore, caution that our determination of "those who formulate, determine and effectuate an employer's policies," is specifically confined to the guidelines set forth in Textron, Inc., supra.

Further research shows that the National Labor Relations Board uses the term "confidential employee" to embrace those individuals who assist and act in a confidential capacity to persons exercising managerial functions in the field of labor relations. While we generally agree with the definition used by the National Labor Relations Board, we find the criteria used by the New York Public Employment Relations Board more appropriate for our purposes as it relates specifically to confidential employees in the public sector. In its decision, In the Matter of State of New York and New York State Employees Council 50, Case Nos. C-0002, et al., (1969), the New York Public Employment Relations Board, in part, stated:

"In submitting to the parties, . . . a list of exclusions from this unit, we proposed certain exclusions on the grounds of confidentiality. The criteria utilized by this Board in such exclusions were to exclude those staff positions intimately related to public employment labor relations, such as the budget function and personnel function of each agency, and in addition, those individual positions who would, in the course of the performance of their duties, be regularly exposed to confidential information pertaining to labor-management relations of public employment. A very substantial number of those individual positions who would come within this second criteria cannot be identified by job title or job specification. . . ."

We, therefore, adopt the definition and rationale of the New York Public Employment Relations Board in our determination of which employees are involved in confidential matters affecting employee-employer relations.

On the basis of the foregoing, we shall first consider Captains of the County of Hawaii, who serve as district commanders. The County of Hawaii seeks to exclude its eight district commanders because it contends they are part of management. Since company commanders are in charge of personnel and operations in their respective geographic districts, the

County of Hawaii considers them as "heads of major divisions." It is uncontroverted in the record, however, that district commanders are not "heads of major divisions." While they are in charge of a particular geographic district, most of the districts are comprised of one Captain, who serves as the district commander, one Sergeant and ten to twelve patrolmen. We do not believe that a district made up of twelve to fourteen personnel constitutes a "major division" pursuant to Section 89-6(c), Hawaii Revised Statutes.

In support of its position to exclude district commanders, the County of Hawaii proffered testimony that district commanders have managerial and administrative responsibilities. They are considered the representatives of management at each district and serve as the major link between department headquarters and policemen under their command. They direct personnel and operations of their particular districts. They may adopt policies for their particular districts, which are not contrary to departmental policies. They can discipline, suspend, assign work to, and temporarily transfer men under their control. They formulate the budget for their own districts and are consulted in promotional matters concerning men under their command or any vacancy in their districts.

Admittedly, we agree that district commanders do exercise managerial responsibilities over their districts, however, we believe that such responsibilities are those commonly accorded to "middle-management." Although district commanders are free to exercise considerable discretion, the record reveals that their decisions and exercise of judgment must conform to established departmental policies. We find that the National Labor Relations Board has consistently ruled that individuals were not managerial employees where their exercise of judgment fell within the limitation of established company policy, Eastern Camera & Photo Corp., 116 NLRB 329, 38 LRRM 1249 (1956), American Sanitary Corp., 119 NLRB 1715, 41 LRRM 1416 (1958) and Iowa Industrial Hydraulics, Inc., 169 NLRB 205, 67 LRRM 246 (1968). Moreover, we find that the results of a district commander's work is reviewed by either of four Police Inspectors or the Deputy

Chief, who inspect the various districts every two weeks. This points out that the Police Inspectors and the Deputy Chief, rather than the district commanders, serve as the major link between department headquarters and the rank-and-file. A district commanders contact with department headquarters is primarily the monthly staff meetings and, if a district commander is unable to attend the monthly staff meeting, the Sergeant substitutes for him. If district commanders are considered top-level management by the County of Hawaii, we fail to understand the need why such stringent inspection and supervision is exercised by the Police Inspectors and the Deputy Chief over district commanders.

With respect to a district commander's authority to discipline, suspend, assign work to, and temporarily transfer men under his control, such authority, in our judgment, are clearly indices of supervisory or middle-management authority, pursuant to Section 89-2(18), supra, which does not connote top-level managerial status. The record further discloses that while it is common practice to consult with a district commander on promotional matters regarding men under his command or vacancies in his district, the decision to promote is left to the Chief, together with his Deputy and the Police Inspectors, who review recommendations elicited from appropriate district commanders.

In budgetary matters, a district commander's participation is limited to supplying the necessary budgetary input for his district, which is subject to review by higher authority. It is the Chief, along with his Deputy and four Police Inspectors, who formulate the overall departmental budget.

Inasmuch as the district commander best knows the needs of his district and the personnel he commands, it is obvious that he would be consulted on promotional and budgetary matters concerning his district. Testimony further reveals that Sergeants are also asked to participate in budgetary and promotional matters when they are particularly informed about the matter at hand.

A major contention of the County of Hawaii for the exclusion of district commanders from the bargaining unit was that they attend monthly

staff meetings where departmental policies are discussed and formulated. The record discloses that there have been instances where policies have evolved as a result of discussions and general consensus of opinion at such monthly meetings. However, the staff meetings, which were initiated when Chief Fergerstrom was appointed, appear to be primarily a means for discussing problems, channeling information, obtaining feedback and expressing ideas. These monthly staff meetings, in our opinion, are no more than a management technique to increase employee morale by encouraging their participation in, and a better understanding of, departmental affairs.

The testimony of Chief Fergerstrom confirms our opinion that attendance at these monthly staff meetings is not an indicium of top-level managerial status. The Chief mentioned that he relies on two levels of management -- "the Inspectors, the Deputy and myself; and then the other level would include district commanders." While ideas, opinions and problems regarding departmental affairs may be discussed at monthly staff meetings, the Chief meets with the Inspectors and his Deputy in the determination of management policy. In reference to such meetings with the Inspectors and his Deputy, the Chief said: "I met with top management of the Police Department and then they go out." The Chief's testimony reveals that he himself differentiates between top management and district commanders, "the other level", which we believe is the middle-management or supervisory level.

We mentioned earlier that a managerial employee differs from a supervisory employee because he formulates, determines and effectuates management policies. While district commanders may get involved in the formulation of policies at monthly staff meetings to the extent that they provide feedback or contribute ideas, they are primarily responsible for implementing the policies established by top-level management of the Police Department, i.e., the Chief, his Deputy and the Police Inspectors. The Chief does not rely on district commanders in the formulation, determination and effectuation of management policies. We remain convinced that attendance at staff meetings of such nature is not sufficient justification

to exclude district commanders from collective bargaining rights. In Newark Stove Co., 143 NLRB 583, 51 LRRM 1351 (1963), the National Labor Relations Board found that although certain employees attend management meetings, they should be included in the bargaining unit as they do not themselves formulate, determine or effectuate management policies. Similarly in Brooklyn Borough Gas Co., 110 NLRB 11, 34 LRRM 1589 (1954), the National Labor Relations Board held that "attendance at staff meetings at which company policies are discussed is not sufficient to confer managerial status upon employees."

The County of Hawaii further argues that the inclusion of district commanders in Unit 12 would relegate them to conflict of interest in carrying out their responsibilities over subordinates, if both are within the same bargaining unit. We point out, however, that it is not within our purview to question the legislative mandate granting supervisors and their subordinates the option to constitute a single bargaining unit. Nor should we circumvent the law by excluding supervisors from the unit and thereby preclude them from exercising their rights which have been provided by the Legislature. Our concern herein is whether district commanders are more closely aligned with management or with other supervisory employees and whether the inclusion of district commanders in the bargaining unit would diminish the efficiency of departmental operations.

We have previously discussed that the nature of duties of district commanders are essentially supervisory in nature and that district commanders do not formulate, determine or effectuate management policies. There is no indication that district commanders have interests closely identified with management. On the contrary, however, the record shows that district commanders have a close relationship with their subordinates. All of the districts operate around the clock. Normally the first watch runs from 10:45 p.m. to 7:30 a.m.; the second watch 6:45 a.m. to 3:30 p.m.; and the third watch 2:45 p.m. to 11:30 p.m. Each watch has only two or three patrolmen. The district commander works five out of twenty-one watches during the week. He usually takes the second watch. The Sergeant oversees another watch and the remaining watch has no supervisors, but only patrolmen.

In the absence of the Captain, the Sergeant performs all of his duties, including attendance at the monthly staff meetings and reprimanding subordinates, if necessary. He also participates in providing budgetary inputs and is consulted on promotional matters. We find that there is a close affinity with respect to the nature of duties of Captains and Sergeants. We note that all parties in interest have stipulated that Sergeants are supervisory employees within the meaning of Section 89-2(18), Hawaii Revised Statutes. We fail to see any justification for creating a false dichotomy between Captains and Sergeants since the record is uncontroverted that the nature of duties of Captains and Sergeants are similar when the Sergeant oversees a shift, and particularly when, in the Captain's absence, the Sergeant assumes his responsibilities and duties.

In its brief in support of its position, the County of Hawaii points out the difference in the ratio of management to unit employees, if Captains were included in the bargaining unit (1:14) and if Captains were excluded from the bargaining unit (1:38). The County of Hawaii argues that the exclusion of Captains would tend to balance the interests of the public employer and the union in collective bargaining. We are not concerned with balancing the interests of the public employer and the union, as it would have been likely that the Legislature would not have included supervisors under the scope of the Act, much less allow supervisors to be in the same unit as non-supervisory employees, if this were the Legislature's primary concern.

We are concerned, however, with the operational efficiency of government as this is one of the purposes for the enactment of the collective bargaining law. The County of Hawaii argues that the inclusion of Captains in the unit would create a conflict of interest which would not be conducive to operational efficiency of government. We point out, that in the case of the firemen*, the County of Hawaii agreed by stipulation

*In the Matter of Hawaii Fire Fighters Association, et. al.,
Hawaii Public Employment Relations Board, Case No. R-11-3 (January 3, 1972).

that its Fire Captains and Lieutenants were supervisory employees within the meaning of Chapter 89, supra. Both Captains in the police and fire departments are in charge of operations and personnel in their respective geographic districts. Their supervisory duties and responsibilities are similar. Neither are involved in the formulation, determination, and effectuation of management policies in their respective departments. Yet, the County of Hawaii feels that the inclusion of Police Captains might reduce operational efficiency and saw no similar objection with respect to the inclusion of Fire Captains. We are unable to understand the rationale underlying the argument of the County of Hawaii with respect to operational efficiency of government.

As in the case of the Firemen, we see no incompatibility between the faithful performance of supervisory duties and the enjoyment of benefits under the Act. Inasmuch as no real conflict of interest is apparent and in view of legislative policy, the facts of the instant case mandates common representation for Police Captains.

In Textron, Inc., supra, the National Labor Relations Board stated:

"If we find, upon the facts of any case, that the probabilities of such conflict are sufficiently minimal, then in the absence of congressional mandate we would see no commonsense reason to deny such persons the opportunity to freely engage in concerted activity and the right to decide for themselves whether or not they wish to be represented in their dealings with their employer by a labor organization."

Thus, we "see no commonsense reason to deny" Captains, who serve as district commanders of the County of Hawaii Police Department, "the opportunity to freely engage in concerted activity and the right to decide for themselves whether or not they wish to be represented in their dealings with their employer by a labor organization."

Therefore, in view of the foregoing, we are of the opinion that they do not fall within the exclusionary language of Section 89-6(c), supra. We find that they should be included in Unit 12, along with their supervisory counterparts.

With respect to the Captain in charge of Research and Development, the County of Hawaii contends that Captain Pung should be excluded from Unit 12 because he is "first assistant" to Inspector Rosehill, who is head of the Administrative Division, and because he is an "individual concerned with confidential matters affecting employee-employer relations." The record discloses that Captain Pung is in charge of the Administrative Division in the absence of Inspector Rosehill. As head of Research and Development, Captain Pung is assigned studies by the Chief or he may independently initiate studies in areas which he thinks policy changes ought to be made. Studies which he has undertaken thus far include manpower utilization, automobile allowances, redistricting and changing the department's patrol beats and uniform requirements. In addition, Captain Pung serves in an advisory capacity to the Chief, including recommending changes in the rules and regulations contained in the County of Hawaii Police Duty Manual.

Although Captain Pung is not directly involved in collective bargaining per se at the present time, the nature and scope of the studies he has undertaken are matters which affect employment and employment policies. Inevitably, as collective bargaining commences for the policemen's unit, Captain Pung will be directly involved in studies pertaining thereto. Furthermore, the fact that he serves in an advisory capacity to the Chief, mandates his exclusion from the bargaining unit.

Our findings are consistent with the National Labor Relations Board decision, Textron, Inc., supra, which states therein:

"And it may be that other than purely labor relations managerial employees should unquestionably be excluded because of their responsibility with respect to policies which are inextricably intertwined and of necessity affect or impinge upon the labor relations area. . . .

"A like analysis might also dictate the exclusion of those bearing primary responsibility for determination of financial policies, or even those charged with the direction of basic policies in the field of research and development. We make no attempt to list in detail all those managerial types who ought properly to be excluded. . . ."

Therefore, we find that the Captain in charge of Research and Development on the County of Hawaii should be excluded from Unit 12.

The position of the County of Hawaii regarding the exclusion of its Lieutenant in charge of Personnel and Training is that Lieutenant Hoke is the training and personnel officer for the department, and as such, he is responsible for maintaining personnel files and all other files pertaining to confidential matters affecting employee-employer relations.

Lieutenant Hoke's testimony clearly supports the position of the County of Hawaii. He has access, and is regularly exposed, to confidential personnel files of all employees in the department as part of his regular duties. He is responsible for compiling statistics on employment and employment conditions, which data is likely to be used in contract negotiations. He is regularly exposed to all of the employer's policies affecting personnel, including those which will pertain to the employer's position in collective bargaining, as he has the responsibility for all files dealing with employee-employer relations. Furthermore, Lieutenant Hoke acts in an advisory capacity to Inspector Rosehill, head of the Administrative Division, in personnel matters.

We see no need to delve further into the matter of Lieutenant Hoke's exclusion. As the National Labor Relations Board stated in Textron, Inc., supra:

"It is clear enough, as the legislative commentary and commentary in several of our own decisions has explained, that there is sound basis for the exclusion of those concerned with management policies in the labor relations area. There, the potential for conflict of interest is apparent and thus an orderly administration of this Act requires the exclusion of such personnel from coverage."

The record is uncontroverted that Lieutenant Hoke is the personnel officer for the department and should, therefore, be unquestionably excluded because of his responsibilities in employee-employer relations and for the orderly administration of our Act. Thus, we hereby determine that the Lieutenant in charge of Personnel and Training on the County of Hawaii shall be excluded from Unit 12.

We now consider the matter of excluding the Captain in charge of the Criminal Investigation Division as requested by the County of Hawaii.

The employer submits that Captain Morigaki should be excluded from the bargaining unit because he is head of a major division and he is concerned with confidential matters affecting employee-employer relations.

The facts of the instant case reveal that Captain Morigaki, as head of the Criminal Investigation Division, is responsible for coordinating the Juvenile Aid Division, Crime Division and Vice Division. He reports directly to the Inspector, who is head of Operations Hilo. As Captain Morigaki's division is concerned with specialized police work, he exercises considerable discretion and independent judgment in the administration of his division. There are approximately twenty-five men under his supervision.

The thrust of the position of the County of Hawaii for Captain Morigaki's exclusion is based on his involvement in confidential matters affecting employee-employer relations. The facts reveal that Captain Morigaki is assigned investigations from the Chief in the event of a public complaint against a police officer. He may conduct the investigation himself or assign it to his Lieutenant in charge of the Vice Division, if it involves vice activities.

While we fail to see how the nature of Captain Morigaki's usual duties would encompass labor relations policies or affect overall employee-employer relations within the department, we do find that his particular responsibility to conduct investigations on departmental personnel regarding infractions alleged by the public is sufficient to warrant his exclusion from Unit 12. It is evident that his inclusion in the unit would subject him to conflict of interest while conducting an investigation on a fellow bargaining unit member. The facts of his investigation would become the basis on which the employer initiates disciplinary action on his fellow bargaining unit member. In this regard, Captain Morigaki is involved in confidential relations between the employer and employees and should be freed of any conflict of interest in the faithful performance of his duties pertaining thereto.

While we hold that there is no incompatibility between the faithful performance of duty and the enjoyment of benefits under the Act, we also feel that no employee should be subjected to conflict of interest of such magnitude which would arise if Captain Morigaki were included in the bargaining unit. Nor do we believe that the Legislature intended that any individual be subjected to such clash of loyalties in conducting investigations on personnel for the employer.

Our rationale follows what the National Labor Relations Board calls the "fundamental touchstone" regarding exclusions from the bargaining unit. In Textron, Inc., supra, the National Labor Relations Board stated:

"But throughout any attempted analysis must run the common thread of an examination as to whether the duties and responsibilities of any managerial employee or group of managerial employees do or do not include determinations which should be made free of any conflict of interest which could arise if the person involved was a participating member of a labor organization. That is the fundamental touchstone."

On the basis of the above, we find that the Captain in charge of Criminal Investigation on the County of Hawaii should be excluded from Unit 12.

The basis for the County of Hawaii's intended exclusion of its Lieutenant in charge of the Vice Division is that he deals with confidential matters affecting employee-employer relations. Lieutenant Uratani is in command of the Vice Division, which falls under the Criminal Investigation Division headed by Captain Morigaki, whom we have previously excluded from Unit 12.

We have reviewed the testimony of Lieutenant Uratani and we find that he maintains personnel files of the men under his command just as other supervisors do. In addition, he performs such other supervisory duties as scheduling his men, assigning work, evaluating his men, seeing that the rules and regulations of the department are followed and imposing discipline when necessary. The only area in which Lieutenant Uratani differs from other supervisors in the unit is the result of the specialized

nature of his job. He is in charge of confidential matters pertaining to vice activities. It is our opinion that such confidential matters does not, as a whole, deal with employee-employer relations. Captain Morigaki testified that he may, at times, assign to Lieutenant Uratani an investigation regarding a public complaint against a police officer, who is allegedly involved in vice activities. However, we feel that the exclusion of Captain Morigaki sufficiently insures that the employer will be able to conduct such in-house investigations on its personnel. While Captain Morigaki may rely on Lieutenant Uratani for advice pertaining to vice activities, we can assume that the employer will assign the primary responsibility for the conduct of such an investigation to Captain Morigaki. Aside from this aspect, Lieutenant Uratani's involvement in confidential matters affecting employee-employer relations is no greater than that of any other supervisor.

Although the nature of Lieutenant Uratani's duties involves confidential police matters, such matters do not relate to employee-employer relations. Thus, we find no compelling reason to exclude Lieutenant Uratani from the bargaining unit. We are in agreement with the National Labor Relations Board findings, which the court upheld in NLRB v. Poultrymen's Service Corp., 138 F.2d 204 (CA 3, 1943), 18 LRRM 543, enforcing 10 LRRM 117, where employees who did not have access to confidential information with respect to labor relations were included in a bargaining unit since their possession of confidential information of itself was insufficient to justify deprivation of the right to collective bargaining.

Therefore, we find that the Lieutenant in charge of the Vice Division on the County of Hawaii should be included in the bargaining unit along with other supervisory employees.

We move now to the positions at issue on the County of Kauai. The County of Kauai contends that both Lieutenants in question are staff officers within the Office of the Chief and both are operationally directly accountable to, and supervised directly by, the Chief.

The facts in the instant case with respect to the Fiscal Lieutenant show that Lieutenant Teraoka, the fiscal officer for the entire department, acts in an advisory capacity to the Chief in all fiscal matters. He develops and maintains all fiscal and personnel records. He handles all of the purchases of the department. He coordinates and prepares the overall departmental budget. He assesses the financial status of the department and recommends what economic measures should be taken, including measures for economy or corrective measures whenever any irregularity may be indicated. He is also responsible for justifying the budget whenever the Chief presents departmental budget requests.

It is apparent that his capacity as fiscal officer is sufficient to warrant his exclusion. Lieutenant Teraoka is involved in nearly every financial matter that arises within the department. As such, when collective bargaining negotiations are underway, he will be intimately involved in preparing cost factors for various proposals which the employer will present on the bargaining table. It is also plausible that he will be the one to assess the costs of the exclusive representative's demands. We cannot perceive how the employer could otherwise bargain in good faith without the expertise of its fiscal officer, who would be the most knowledgeable about the financial status, cost factors and other budgetary matters of the police department.

We find that the New York Public Employment Relations Board similarly excludes "those who may reasonably be required to be directly involved in the preparation and formulation of the employer's proposals or positions in collective negotiations," In the Matter of the State of New York, Interim Board Decision No. E-0081 (1972). The record is undisputed that Lieutenant Teraoka can reasonably be expected to be involved in the preparation of the employer's proposals and positions in collective bargaining insofar as the financial aspects are concerned.

Hence, we find that under the facts of the instant case the Fiscal Lieutenant on the County of Kauai should be excluded from Unit 12.

The record reveals that the Training Lieutenant on Kauai is responsible for all training matters. As he is the only training officer for the department, Lieutenant Yamashiro sets up programs for various types of training, including recruit, recall, advance, and supervisory training. All of his proposed programs are subject to approval, rejection or modification by the Chief. He devises lesson programs, obtains facilities for training, and schedules and assigns men for training. He is responsible for maintaining discipline, morale and efficiency in the classroom. He deals with the outside community to seek assistance or to coordinate training programs. On the basis of his foregoing duties, it appears that Lieutenant Yamashiro is basically an instructor.

In Peter Kiewit Sons' Co., 106 NLRB 194, 32 LRPM 1438 (1953), we find that the National Labor Relations Board excluded from the bargaining unit lecturers who plan and present the indoctrination program for all employees and training program for all supervisors because lecturers expressed labor relations and other company policies. The only similarity we find here present is that Lieutenant Yamashiro may be considered a lecturer. His testimony reveals that he does not express labor relations nor other company policies in the training programs he plans and conducts. He spends a majority of his time conducting recruit training classes, in which his concern with departmental policies would, at best, entail the responsibility to familiarize recruits with rules and regulations of the department. Other training programs which he conducts deal with skills and techniques of police work, such as, search and seizure, traffic accident investigations and red cross. We find no similar basis as in Peter Kiewit Sons' Co., supra, to warrant Lieutenant Yamashiro's exclusion from the bargaining unit.

The County of Kauai further submits that Lieutenant Yamashiro should be excluded because he assesses training needs and recommends who should undergo training. Furthermore, he advises the Chief as to whether or not an individual adequately qualifies for a promotion. We are of the opinion, however, that the Chief's reliance on Lieutenant Yamashiro in

such matters is primarily due to the fact that the training functions of the department are centralized in Lieutenant Yamashiro's position. If training were not centralized, the Chief would rely on his supervisory employees in such matters, since it is commonly a supervisor's responsibility to initiate new employees, to see that his men are adequately trained and to submit recommendations for promotion. We do not find that Lieutenant Yamashiro exercises managerial and administrative responsibilities substantially different from other supervisory employees. Instead, we are of the opinion that Lieutenant Yamashiro merely relieves supervisors of the training function and related matters, for which they would otherwise be responsible.

We note that on the County of Hawaii, training for the department is also centralized. However, the Lieutenant in charge of training on the County of Hawaii is also the personnel officer for the department. We based his exclusion from the unit on his capacity as personnel officer, whereby he is regularly exposed to, and has access to, confidential matters pertaining to employee-employer relations.

In view of the above, we find that the evidence in the record is not sufficient to warrant his exclusion from the bargaining unit. Thus, we determine that the Training Lieutenant on Kauai shall be included in the bargaining unit along with other supervisory employees.

In summary, we found under the facts of the instant case that the exclusions from Unit 12 sought herein by the County of Hawaii and the County of Kauai are warranted for the following: Captain in charge of Research and Development, Captain in charge of Criminal Investigation Division and Lieutenant in charge of Personnel and Training Section on the County of Hawaii; and Fiscal Lieutenant on the County of Kauai. They are individuals "concerned with confidential matters affecting employee-employer relations," pursuant to Section 89-6(c), Hawaii Revised Statutes.

We further found that the evidence in the record is not sufficient to warrant the exclusion of the eight Captains, serving as district commanders, and the Lieutenant in charge of the Vice Division on the County of

Hawaii, and the Training Lieutenant on the County of Kauai, since they do not fall within the exclusionary language of Section 89-6(c), supra. While these employees exercise some managerial duties and may have responsibilities pertaining to confidential matters due to their supervisory or middle-management status, the language of Section 89-6(c), supra, is more restrictive, namely "top-level managerial and administrative personnel" and "individual concerned with confidential matters affecting employee-employer relations." We do not find their duties and responsibilities substantially greater than, or different from, those exercised by other supervisory employees, whom all parties in interest have stipulated should be included in the bargaining unit.

We are of the opinion that our determinations, as stated above, are consistent with legislative intent. It allows the department sufficient managerial personnel without denying the others their right to bargain collectively under the Act.

We hereby conclude that the following employees are excluded from the appropriate bargaining unit for Policemen, Unit 12: Captain in charge of Research and Development, Captain in charge of Criminal Investigation Division and Lieutenant in charge of Personnel and Training Section on the County of Hawaii; and Fiscal Lieutenant on the County of Kauai. We further conclude that the Captains, serving as district commanders, and the Lieutenant in charge of Vice Division on the County of Hawaii, and the Training Lieutenant on the County of Kauai are supervisory employees in the appropriate bargaining unit for Policemen, Unit 12.

DIRECTION OF ELECTION

IT IS HEREBY ORDERED that an election, by secret ballot, shall be conducted among the supervisory and non-supervisory employees in the above-described employee group.

Eligible to vote are those employees who were employed during the payroll period ending April 15, 1972, including employees who did not

work during the designated payroll period because they were temporarily laid off, ill or on vacation, maternity leave or other authorized leave, and also including employees serving in the military service of the United States or on leave for service in National Guard units and who appear in person at the polls.

Ineligible to vote are employees who have quit or been discharged for cause since the designated payroll period and who have not been rehired or reinstated prior to the date of this election.

IT IS FURTHER ORDERED that the Public Employers shall prepare an eligibility list in alphabetical order, containing eligible voters' names in accordance with the above description and voting places, and submit copies of such list forthwith to the Hawaii Public Employment Relations Board.

IT IS FURTHER ORDERED that at least seven calendar days prior to said election the Public Employers shall cause to be posted at locations in or about the establishment ordinarily used by the Public Employers for written communications to the above-mentioned employees, Notices of Election and sample ballots, which shall be furnished by the Board.

IT IS FURTHER ORDERED that the election shall be conducted at such time and place as listed below:

City and County of Honolulu

Honolulu Police Station	6:00 a.m. - 9:00 a.m.
Pawaa Annex, Judo Room	2:00 p.m. - 4:00 p.m.
1455 South Beretania	
Honolulu	
Kalihi Sub-Station	6:00 a.m. - 8:00 a.m.
Squad Room	2:00 p.m. - 4:00 p.m.
1865 Kam IV Road	
Honolulu	
Kaneohe Library	6:00 a.m. - 8:00 a.m.
45-829 Kam Highway	2:00 p.m. - 4:00 p.m.
Kaneohe	
Pearl City Police Station	6:00 a.m. - 8:00 a.m.
Squad Room	2:00 p.m. - 4:00 p.m.
1100 Waimano Home Road	
Pearl City	

Wahiawa Police Station
Court Room
929 Center Street
Wahiawa

6:00 a.m. - 8:00 a.m.
2:00 p.m. - 4:00 p.m.

Eligible employees at Honolulu International Airport and Halawa Jail shall vote at the time and place specified for the Kalihi Sub-Station. Employees of the Kailua Police Station shall vote at such time and place specified for the Kaneohe Police Station. Employees of the Waianae Police Station shall vote at such time and place specified for the Pearl City Police Station.

County of Maui

Wailuku Police Station
Wailuku Rifle Range
Wailuku

6:00 a.m. - 8:00 a.m.
2:00 p.m. - 3:00 p.m.

Lahaina Police Station
Lahaina

9:00 a.m. -12:00 noon

Molokai Police Station
Kaunakakai

7:30 a.m. - 9:00 a.m.

County of Kauai

Lihue Police Station
Lihue

6:30 a.m. - 8:30 a.m.

County of Hawaii

Hilo Police Station
Kalakaua Avenue
Hilo

6:00 a.m. - 8:00 a.m.
2:00 p.m. - 4:00 p.m.

Puna Police Station
Keaau

9:00 a.m. - 9:30 a.m.

Kau Police Station
Maalehu

11:00 a.m. -11:30 a.m.

Kona Police Station
Captain Cook, Kona

7:00 a.m. - 8:00 a.m.

Waimea Police Station
Kamuela

9:30 a.m. -10:00 a.m.

Kohala Police Station
Kapaau, Kohala

11:00 a.m. -11:30 a.m.

Hamakua Police Station
Honokaa

1:30 p.m. - 2:00 p.m.

Iaupahoehoe Police Station
Iaupahoehoe


2:30 p.m. - 3:00 p.m.


IT IS FURTHER ORDERED that eligible employees shall vote whether or not they desire to have an optional appropriate bargaining unit and whether supervisory and non-supervisory employees shall be included in the same bargaining unit as follows: on June 26 for the City and County of Honolulu; on June 27 for the County of Maui, including Molokai, and the County of Kauai; and on June 28 for the County of Hawaii.

IT IS FURTHER ORDERED that the ballot to determine collective bargaining representation shall be horizontal. Eligible employees shall vote whether or not they desire to be represented for collective bargaining purposes by the Hawaii Government Employees' Association, Local 152, HGEA/AFSCME, the State of Hawaii, Organization of Police Officers or the National Union of Police Officers, AFL-CIO, Hawaii Local 856 Independent, or No Representation as follows: on July 3 for the City and County of Honolulu; on July 5 for the County of Maui, including Molokai, and the County of Kauai; and on July 6 for the County of Hawaii.

IT IS FURTHER ORDERED that eligible employees of Lanai and Hana, Maui, shall vote for unit determination and for collective bargaining representation by mail ballot.

HAWAII PUBLIC EMPLOYMENT RELATIONS BOARD


Mack H. Hamada, Chairman


Carl J. Guntert, Board Member


John F. Milligan, Board Member

Dated: June 6, 1972

Honolulu, Hawaii

STATE OF HAWAII
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of)
)
HAWAII GOVERNMENT EMPLOYEES')
ASSOCIATION, LOCAL 152, HGEA/AFSCME,)
)
STATE OF HAWAII, ORGANIZATION OF)
POLICE OFFICERS,)
)
and)
)
INTERNATIONAL BROTHERHOOD OF POLICE)
OFFICERS, LOCAL 156 (Independent),)
)
Petitioners,)
)
and)
)
STATE OF HAWAII,)
CITY AND COUNTY OF HONOLULU,)
COUNTY OF HAWAII,)
COUNTY OF MAUI and)
COUNTY OF KAUAI,)
)
Employers.)
)

Case No. R-12-8 a

Decision No. 184

FINDINGS OF FACT AND CONCLUSIONS OF LAW

For the Employer:	Sonia Faust, Deputy Attorney General, State of Hawaii
For Petitioners:	Alvin T. Shim, Hawaii Government Employees' Association, Local 152, HGEA/AFSCME
	Wallace S. Fujiyama, State of Hawaii, Organization of Police Officers (SHOPO)
	Jeffrey N. Watanabe, International Brotherhood of Police Officers, Local 156 (IBPO)

Pursuant to Chapter 89, Hawaii Revised Statutes, a hearing in the above-entitled matter was held before the Hawaii Public Employment Relations Board sitting en banc, hereinafter referred to as the Board, at Honolulu, and the Board having considered the evidence in the record and the brief submitted by the State of Hawaii, hereby makes the following Findings of Fact and Conclusions of Law.

FINDINGS OF FACT

The Hawaii Government Employees' Association, Local 152, HGEA/AFSCME, the State of Hawaii, Organization of Police Officers (SHOPO) and the International Brotherhood of Police Officers, Local 156 (IBPO) are employee organizations within the meaning of Chapter 89, Hawaii Revised Statutes.

The State of Hawaii is a Public Employer within the meaning of Chapter 89, supra.

The Hawaii Government Employees' Association, the State of Hawaii, Organization of Police Officers and the International Brotherhood of Police Officers petitioned the Board on January 5, January 29 and April 21, 1971, respectively, for an optional appropriate bargaining unit of all policemen of the Public Employers throughout the State, hereinafter referred to as Unit 12.

The International Brotherhood of Police Officers described in its petition that the optional appropriate bargaining unit it claims for policemen includes "all police with powers of arrest." Subsequently, the International Brotherhood of Police Officers amended its position to include in Unit 12 only those police with powers of arrest in the Harbor Patrolman Series and Fish and Game Warden Series.

The concurrent position of the State of Hawaii, the Hawaii Government Employees' Association and the State of Hawaii, Organization of Police Officers is that employees in the Harbor Patrolman Series and Fish and Game Warden Series are not policemen and, therefore, should not be included in Unit 12.

CONCLUSIONS OF LAW

Although the issues in the instant case will be decided in seriatim, the sole issue discussed herein is whether employees in the Harbor Patrolman Series and Fish and Game Warden Series are policemen, within the meaning of Chapter 89, Hawaii Revised Statutes. The Board

reserves the remaining issues to its subsequent Findings of Fact and Conclusions of Law to be issued with its Direction of Election upon the conclusion of further deliberation in the above-entitled matter.

With respect to the particular issue at hand, regarding the determination of an optional appropriate bargaining unit for specific classes of employees, i.e., Harbor Patrolmen and Fish and Game Wardens, the Board relies on its earlier decision rendered in the optional appropriate bargaining unit for non-professional hospital and institutional workers, Unit 10.¹ Therein, the Board complied with the legislative directive to interpret words of law "in their most known and usual signification" and "as to their general and popular use or meaning."² The Board's interpretation of legislative intent in the applicability of Section 89-6, Hawaii Revised Statutes, to determine the optional appropriate bargaining unit for the Jail Guard Series -- whether they are non-professional hospital and institutional workers (Unit 10) or policemen (Unit 12) -- is also discussed at length therein.

We look first to the general use and application of the words "policeman", "patrolman" and "warden". The American Heritage Dictionary of the English Language (1969) defines

policeman as "a member of a police force";

police force as "a body of persons trained in methods of law enforcement and crime prevention and detection, and given authority to maintain the peace, safety and order of the community";

patrolman as "a policeman or guard who patrols an assigned area";

patrol as "the action of traversing a district or beat or of going the rounds along a chain of guards for the purpose of observation or of the maintenance of security"; and

warden as "an official charged with the enforcement of certain laws and regulations, as an air raid warden".

¹In the Matter of United Public Workers and Hawaii Government Employees' Association, Petitioners, and State of Hawaii, et. al., Employers, Hawaii Public Employment Relations Board, Case No. R-10-6, January 12, 1972.

²Section 1-14, Hawaii Revised Statutes.

In its brief in support of its position, the State of Hawaii included definitions from the Webster's Seventh New Collegiate Dictionary (1970) to arrive at the general and popular use of these words. Those definitions are nearly identical to the ones we have quoted above.

In our comparison of these words, we construe that "patrolman" has rather broad usage, which could refer to a policeman, a guard, a watchman, a warden or an attendant, if in the course of his duties, he patrols an assigned area. A policeman, on the other hand, refers specifically to a member of the police force, which, in the instant case, is a member of a county police department. Thus, although a patrolman may be a policeman, a policeman, who does not have a patrol as one of his duties, would not be regarded as a patrolman. The major difference we find between a warden and a policeman is that the enforcement powers of a warden are limited to certain laws and regulations, whereas, a policeman has general enforcement powers to maintain peace, safety and order of the community.

We now turn to relevant statutory sections which define or use the word "policeman" or "police officer." In our research of Chapter 52, Hawaii Revised Statutes, and pertinent sections of the respective county charters³ specifically devoted to police department organization, powers and duties, we find that there is no definitive meaning of the word "policeman" except for the following:

Section 52-10, Hawaii Revised Statutes, provides:

"Wherever in sections 52-7 to 52-9 the terms 'policeman,' 'policemen,' 'police officer,' or 'police officers' are used, the same shall include reserve police officers."

Elsewhere in the statutes, we have found definitions of "police officer."

Section 88-21, supra, defines policemen as:

"...all duly commissioned members of the police department of the several counties whose principal duties are law enforcement and who are paid on a monthly salary basis, including without limiting the generality of the foregoing, all police matrons and guards who work under the jurisdiction of such departments."

³Honolulu Charter, Article VII; Kauai Charter, Article XI; Maui Charter, Chapter 9; and Hawaii Charter, Chapter 2.

Section 88-152, supra, provides in part:

"Certain other employees included. Whenever used in this part the term 'police force' includes among others, jailors, turnkeys, guards, matrons, lunas, and cooks employed in any county jail."

Section 651-1, supra, specifies that:

"The phrase 'police officer', as used in this part, means the sheriff of the State or his deputy, and any chief of police or subordinate police officer by him duly authorized."

Section 767-1, supra, defines police officers as:

"...the chiefs of police or police officers of any county, the sheriff of the county of Kalawao, or the sheriff or deputy sheriffs of the State."

Based on the above, it appears that the Legislature found no compelling need to define "policeman" or "police officer", except in those instances where the use of the term would apply to other individuals who are not usually regarded as police officers. In such situations, the statute enumerates those additional individuals who are to be encompassed under "police officers" for the purpose of that particular section.

The State of Hawaii has called the Board's attention to pertinent cases in other jurisdictions where the term "police officer" was defined. In City of Rochester v. Linder, 4 N.Y.S. 2d 4, 167 Misc. 790 (1938), the court found that while a game protector might be a "peace officer", he "was not a police officer as that term is commonly regarded and used."

Similarly, in McNitt v. City of Philadelphia, 325 Pa. 73, 189 A. 300 (1937), the court stated:

"There are other officials 'behind the line,' doing work essential to the cause of law and order, but they do not have the title or uniform or duties or hazards of policemen, are not publicly looked upon as policemen, and are not policemen. Fire marshals, mine inspectors, and milk inspectors are all charged with law-enforcing duties, but they help enforce laws affecting only special subjects, while a policeman's duty is the enforcement of all laws whose violation affects the peace and good order of the community."

The testimony of Lawrence H. Luna, Fish and Game Warden, supports our contention that the general use of the word "police officer" does not refer to employees other than members of a county police department. Mr. Luna testified that in his capacity as Fish and Game Warden,

he has never described himself as a policeman. This is understandable since a policeman is usually regarded by the community and, is readily identifiable, as either a uniformed officer of the police force or one who drives a police vehicle in the course of his official duties. Locally, he wears a dark blue uniform with the insignia of the police department or he drives an official blue and white police vehicle, a police motorcycle or a privately owned vehicle with a blue dome atop his car, while acting in his official capacity. At best, Mr. Luna or any other Fish and Game Warden, who is not a member of a county police department and who does not wear the readily identifiable uniform of a police officer nor drive a police vehicle, would probably be described by the community as "like a policeman."

In view of the foregoing, we find that the generally accepted meaning of a police officer, as regarded by the community and as interpreted by the courts, does not include employees outside of the police force of the respective counties. Furthermore, there is no indication to the contrary that the statutes purport a meaning different therefrom, unless it is intended to do so and specifically spelled out.

We move now to the question whether it was the intent of the Legislature to include Harbor Patrolmen and Fish and Game Wardens in the optional appropriate bargaining unit for policemen, Unit 12.

The thrust of the position of the International Brotherhood of Police Officers is that the nature of work of Harbor Patrolmen and Fish and Game Wardens is similar to that of policemen. In addition, the International Brotherhood of Police Officers presented testimony that employees occupying the positions at issue desire to be included in the optional appropriate bargaining unit for policemen.

7) The Board will not consider the desires of employees in its determination since the Legislature specifically rejected this as a consideration in its designation of appropriate bargaining units. We will concern ourselves with similarities in the nature of work involved, in addition to other criteria, i.e., compensation plans and essentiality

of services, on which the Legislature based its designation. (See Senate Standing Committee Report No. 745-70, attached to Senate Bill No. 1696-70, S.D. 1, of the Fifth Legislature of the State of Hawaii.)

We find that the testimony presented is convincing evidence that the nature of work of Harbor Patrolmen and Fish and Game Wardens are similar to that of policemen. They all perform duties, such as, patrolling, investigating and inspecting, apprehending offenders, issuing citations for violations and presenting evidence of violations in court actions. However, we are aware that the nature of work is not the sole factor upon which the Legislature designated thirteen appropriate bargaining units. The Legislature specified that its designation is also based on "compensation plans" and "essentiality of services provided to the public." The Legislature reiterated this intent in its designation of five optional appropriate bargaining units.

Section 89-6, Hawaii Revised Statutes, states in part:

"Because of the nature of work involved and the essentiality of certain occupations which require specialized training, units (9) through (13) are designated as optional appropriate bargaining units."

With regard to compensation plans, we find that the salary range for a Metropolitan Police Officer I is SR-17. In comparison, the salary ranges for Patrolman I and Fish and Game Warden I are SR-12 and SR-15, respectively. We construe that the difference in compensation reflects the more hazardous nature of work of a policeman, whose responsibility entails the enforcement of all laws, ordinances and rules and regulations, as compared to the work of a Harbor Patrolman or Fish and Game Warden, whose responsibility is restricted to the enforcement of laws and rules and regulations administered by his particular department which, therefore, limits his enforcement power to a specialized field or jurisdiction. Harbor Patrolmen enforce the statutes and rules and regulations relating to harbors and ports, shore and shorewaters, and boating under the jurisdiction of the Department of Transportation. Fish and Game Wardens enforce laws and rules and regulations relating to the

protection and preservation of fish and game under the jurisdiction of the Department of Land and Natural Resources and, in addition, enforce statutes relating to firearms and ammunition pursuant to Section 187-15, Hawaii Revised Statutes.

The differing scope of enforcement powers of a policeman as compared to a Harbor Patrolman and Fish and Game Warden could also be construed to reflect a difference in degree of essentiality of services provided to the public. We feel that an underlying consideration of the Legislature in designating an optional appropriate bargaining unit for policemen is due to the broad responsibility and enforcement power of policemen and the grave impact on public health and safety that might result if their services were curtailed or terminated. A policeman could enforce laws and rules and regulations which Harbor Patrolmen and Fish and Game Wardens are empowered to enforce. However, the enforcement power of a Harbor Patrolman and a Fish and Game Warden beyond its specialized field or jurisdiction, would have no greater effect than that of a citizen's arrest. In view of this difference in powers of enforcement, it is our opinion that a Harbor Patrolman and Fish and Game Warden do not meet the criteria of essentiality of services to the public as the Legislature intended in designating an optional appropriate bargaining unit for policemen.

Under "essentiality of services," we mentioned earlier that the Legislature deemed that certain services were essential, not only because such services are deemed to be essential to the public, but, in addition, because certain occupations require specialized training. Services are deemed essential for employees in optional appropriate bargaining units because of their specialized training. Such employees cannot be replaced without a substantial investment of time and money. The import of specialized training as a basis for designating appropriate bargaining units is especially evident in the designation of an appropriate bargaining unit for professional and scientific employees, Unit 13. These employees represent years of study devoted to education and training and a substantial amount of expenditures to attain their education and training.

The evidence reveals that each policeman must undergo formalized classroom training for sixteen weeks, which includes a curricula of specialized courses in police work. There is no such formalized training for Harbor Patrolmen or Fish and Game Wardens. The kind of training which a Harbor Patrolman or a Fish and Game Warden receives has varied according to the employee's prior experience in law enforcement techniques and his individual ability to grasp the nature of his job. Evidence also reveals that while there have been attempts to institute some type of formalized training program at one time or another, for example, Harbor Patrolmen were sent to some of the training courses for policemen, the type of courses selected for the individual might vary according to his needs and prior experience. Such training for Harbor Patrolmen and Fish and Game Wardens do not constitute "specialized training."

We believe that if "nature of work" were the sole criteria, Harbor Patrolmen and Fish and Game Wardens could be appropriately placed in Unit 12. However, it is not conceivable that the Legislature would have arrived at only thirteen appropriate bargaining units if such was its intent. For example, a unit composed of all professional and scientific employees would appear meaningless if "nature of work" were the sole criteria. Such a unit falls within the intent of the Legislature only if we also look at "compensation" and "essentiality of services" due to specialized training required to perform such services. Based on the "nature of work" alone, there would have been instead a multiplicity of bargaining units leading to unnecessary fragmentation and making it administratively unfeasible and unmanageable, which is exactly what the Legislature intended to avoid in designating the appropriate bargaining units. In addition, the Legislature hoped to minimize jurisdictional disputes by such designation.

(2) Thus, we feel that we must adhere to the same basis on which the Legislature arrived at its designation by considering all three factors in conjunction with each other -- (1) nature of work, (2) compensation

plan and (3) essentiality of services. It is our opinion that if the Legislature intended that greater weight be given to "nature of work" for the policemen's optional appropriate bargaining unit, it would have created an optional appropriate bargaining unit for "protective services employees", or "law-enforcement employees" or "all police with powers of arrest", or "policemen and departmental police officers."

It was previously mentioned that where the Legislature intended "policemen" or "police officers" to include other employees in addition to police officers of the respective counties, it has specified, in such instances, those other employees which are to be embraced under the term "policemen" or "police officers." Since the Legislature designated only policemen, despite the similarities among the nature of work of policemen, Harbor Patrolmen and Fish and Game Wardens, we conclude that in designating the policemen's unit, the Legislature was equally concerned with essentiality of services to the public, specialized training, and existing compensation plans. We find no similarities among Policemen, Harbor Patrolmen and Fish and Game Wardens with respect to such criteria -- essentiality of services to the public, specialized training and compensation plans.

We are convinced that the Legislature did not intend to include Harbor Patrolmen and Fish and Game Wardens in the optional appropriate bargaining unit for policemen. In our research, we discovered that the Legislature was concerned over the many requests from state departments for powers similar to those exercised by police officers for the purpose of executing the policing functions of the departments. For example, in 1969, the Legislature passed Acts 118, 249, and 266, Session Laws of Hawaii 1969, which authorized the Comptroller, the Adjutant General and Director of Transportation, respectively, to confer police powers upon certain of their respective employees. Because of this concern, the Legislature requested a study of the Legislative Reference Bureau of state police functions and the possible consolidation of such powers in the office of the Attorney General.

Senate Resolution No. 205 of the Fifth Legislature of the State of Hawaii, 1969, states in part:

"WHEREAS, many of the departments of the state government have requested legislation for powers alike that of a 'police officer' in the enforcement of its rules and regulations; and...

"WHEREAS, the present practice is to have legislation enabling those departments of the state government which require enforcement officers to be vested with authority alike that of 'police officers'; and..."

In February 1970, during the same session in which the Legislature requested the Legislative Reference Bureau to draft the collective bargaining law, the Legislature had before it the report submitted by the Bureau.⁴ Therein, the report discussed at length the nature of work of Harbor Patrolmen and Fish and Game Wardens and other employees with limited police powers. It becomes obvious that the Legislature did not overlook the similarities in nature of work of Harbor Patrolmen, Fish and Game Wardens and other employees with limited police powers, with the nature of work of policemen, but rather that it was their expressed intent that "policemen" meant only policemen of the respective county police departments. The Legislature never regarded Harbor Patrolmen, Fish and Game Wardens and other employees with limited police powers as "policemen", but rather as enforcement officers with powers "alike that of a police officer." It is apparent that the Legislature felt that policemen of the respective county departments were sufficiently different from other employees, including those other employees such as Harbor Patrolmen and Fish and Game Wardens with enforcement powers alike that of a police officer, with respect to other criteria which it used in creating optional appropriate bargaining units, and therefore, designated an optional appropriate bargaining unit solely for policemen.

In our perusal of the report of the Legislative Reference Bureau and a review of pertinent class specifications, we find greater

⁴Legislative Reference Bureau, University of Hawaii, Feasibility Study on the Consolidation and Placement of State Police Functions and Powers (Honolulu, Hawaii: Legislative Reference Bureau, 1970).

similarities in the nature of work of Harbor Patrolmen and Fish and Game Wardens with those of other employees who have similarly limited powers to enforce only those laws and rules and regulations in areas under the jurisdiction of their respective departments -- parking lot attendants of the Department of Accounting and General Services, security guards of the Defense Department assigned to the State Capitol Building and Washington Place, drug control program specialists of the Department of Health, forest rangers of the Department of Land and Natural Resources, ramp controlmen of the Department of Transportation, industrial safety inspectors of the Department of Labor and Industrial Relations and the campus police force of the University of Hawaii. We note that all parties in interest have unanimously agreed not to include such departmental law-enforcement personnel in Unit 12, which we find to be consistent with the intent of the Legislature. We further note that the contention of the International Brotherhood of Police Officers, that Harbor Patrolmen and Fish and Game Wardens should be included in the unit for policemen, is not only contrary to legislative intent which we have discussed at length herein, but that it is inconsistent in view of the existence of a greater similarity in the nature of work of the positions it questions with those of other law-enforcement personnel, as opposed to any similarity in the nature of work of the positions it questions with those of policemen.

We have found that in our review of ordinary meaning as found in the dictionary, of the interpretation of the courts, and of relevant statutory sections, the word "policemen" does not include Harbor Patrolmen and Fish and Game Wardens in its general use and meaning. We have also found that while the nature of work of Harbor Patrolmen and Fish and Game Wardens are similar to that of policemen, their powers and responsibilities are limited in comparison to those of policemen. In this respect, we find that Harbor Patrolmen and Fish and Game Wardens have a closer similarity in nature of work with other departmental

law-enforcement officers, which all parties have agreed should not be included in Unit 12, in accordance with legislative intent. Departmental law-enforcement personnel do not have any similarity with policemen in other criteria used in designating appropriate bargaining units, i.e., compensation and essentiality of service. We further found that there is convincing evidence, in addition to testimony presented in the above-entitled matter, that the Legislature specifically intended not to include Harbor Patrolmen and Fish and Game Wardens in the policemen's unit, since the collective bargaining law was enacted at the same time when matters regarding departmental law-enforcement personnel were brought to their attention.

Based on such aforementioned findings, we hereby conclude that Harbor Patrolmen and Fish and Game Wardens do not fall within the optional appropriate bargaining unit for policemen, Unit 12, within the meaning of Chapter 89, Hawaii Revised Statutes. Therefore, the appropriate bargaining unit for all employees in the Harbor Patrolman Series and Fish and Game Warden Series shall be included in Unit 3 or 4, as the case may be.

HAWAII PUBLIC EMPLOYMENT RELATIONS BOARD

By *Mack H. Hamada*
Mack H. Hamada, Chairman

By *Carl J. Guntert*
Carl J. Guntert, Board Member

By *John E. Milligan*
John E. Milligan, Board Member

Dated: March 17, 1972

Honolulu, Hawaii