

STATE OF HAWAII

HAWAII PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of)	CASE NO. S-07-15
)	
BOARD OF REGENTS, University)	DECISION NO. 181
of Hawaii,)	
)	
Petitioner,)	
)	
and)	
)	
UNIVERSITY OF HAWAII)	
PROFESSIONAL ASSEMBLY,)	
)	
Exclusive)	
Representative.)	

FINDINGS OF FACT, CONCLUSIONS
OF LAW AND ORDER

On November 7, 1983, the BOARD OF REGENTS, University of Hawaii [hereinafter referred to as BOR or Employer] filed a Petition Relating to Strike Occurring or About to Occur Endangering Public Health or Safety with the Hawaii Public Employment Relations Board [hereinafter referred to as Board]. The BOR petitioned this Board to conduct an investigation pursuant to Section 89-12, Hawaii Revised Statutes [hereinafter referred to as HRS], to determine whether a strike by employees in bargaining unit 7 (faculty of the University of Hawaii and the community college system) presents an imminent or present danger to the health or safety of the public and to set requirements to avoid or remove any such danger.

The BOR alleges that a strike by Unit 7 employees would present an imminent and present danger to the public's health or safety. Thus, it seeks the designation of 83 positions as essential, whose incumbents must be precluded

from participating in any Unit 7 strike. The BOR also urges the Board to adopt specified requirements which it believes must be complied with in order to remove or avoid any danger.

A hearing was conducted by the Board in this investigation on November 9, 1983. All parties were represented and participated in the hearing. All parties were afforded the right to present evidence and cross-examine witnesses. At the close of the BOR's evidence, counsel for the UNIVERSITY OF HAWAII PROFESSIONAL ASSEMBLY [hereinafter referred to as UHPA or Union] indicated that the Union did not object to the designation of 74 of the BOR's proposed essential positions. As to one employee, the Union had no objection to stipulating that the employee could continue to work during a strike without conceding the position is essential. The Union, however, objected to many of the requirements suggested by the BOR.

Oral arguments were presented at the hearing and written arguments on limited issues were filed on November 15, 1983. Based upon the entire record developed during the subject investigation, the Board makes the following findings of fact, conclusions of law and order.

FINDINGS OF FACT

The BOR is the public employer, as defined in Subsection 89-2(9), HRS, of employees of the University of Hawaii [hereinafter referred to as UH] which includes employees in collective bargaining unit 7.

The UHPA is the exclusive representative, as defined in Subsection 89-2(10), HRS, of employees in collective bargaining unit 7.

There are approximately 2,783 faculty employees in Unit 7 employed at the UH-Manoa, the UH-Hilo, West Oahu College and seven (7) community colleges located on Hawaii, Maui, Kauai and Oahu.

Negotiations for a new contract for Unit 7 employees commenced on October 28, 1982. On April 4, 1983, UHPA filed a Notice of Impasse with this Board. On April 12, 1983, the Board issued a Notice of Finding of Impasse and Appointment of a Mediator, declaring that an impasse existed in the negotiations for a renewed Unit 7 agreement and appointing a mediator to assist the parties. Mediation, however, failed to resolve the dispute and a fact-finding panel was appointed by the Board pursuant to Subsection 89-11(b)(2), HRS, to review the remaining issues and make recommendations for the resolution of the dispute. The Report of the Fact-Finding Board was filed on May 9, 1983. The report was accepted in part and rejected in part by both parties. While UHPA agreed to submit the unresolved issues to final and binding arbitration, the Employer refused to submit to arbitration at that time. The Report of the Fact-Finding Board was made public by the Board on May 17, 1983. Thereafter, on June 30, 1983, the Unit 7 agreement expired without extension. More than sixty days have elapsed since the fact-finding board's report was made public.

On November 7, 1983, J. N. Musto, Executive Director of UHPA sent a letter addressed to the BOR, James

H. Yasuda, Chief Negotiator and the Chairperson of this Board which states:

Gentlemen:

Please be informed pursuant to HRS 89-12(b)(4) that UHPA, as the exclusive representative of Unit 7, hereby gives notice of intent to strike at any time and at various times after ten days from the date you receive this notice.

This notice of UHPA's intention to strike has not been rescinded or revoked. To the contrary, UHPA admits that a two-day strike has been publicly announced to be held throughout Unit 7 on November 21-22, 1983 unless some progress is made in negotiations prior to that time. No evidence of renewed negotiations or any success therein has been provided to the Board. Thus, based on the evidence before this Board, it is almost certain that a strike by Unit 7 employees will occur on or about November 21, 1983. Moreover, while the notice of intent to strike does not specify the dates for any strike, it can be reasonably construed from the language of the notice that UHPA intends multiple work stoppages at "various" but unstated times.

The BOR alleges that the interruption or withholding of services normally performed by Unit 7 employees at four of its facilities presents an imminent or present danger to the health or safety of the students, staff and individual members of the public. The services and facilities designated by the BOR in its petition are:

(a) Emergency medical as well as clinical outpatient care and public health services are provided students, staff and visitors on the Manoa Campus at the Student Health Services Center;

(b) Hyperbaric oxygen treatment is available to treat divers and other

individuals on Oahu at the University's Kewalo Basin facility;

(c) An integrated medical residency program to provide emergency inpatient and outpatient medical services is operational at Queen's Medical Center, Kapiolani-Children's Medical Center, St. Francis Hospital, Straub Clinic and Hospital, Leahi Hospital, Kuakini Medical Center, and Kaiser Foundation Hospitals;

(d) Primary, elementary and secondary students at the University's Laboratory School are supervised and receive instruction.

STUDENT HEALTH SERVICES CENTER

The Student Health Services Center [hereinafter referred to as Center] at the UH-Manoa provides outpatient and emergency medical care to students, staff and other persons who are injured or become ill on the campus. The Center also monitors public health on campus in an effort to control infectious diseases. The facility is open Monday through Friday from 7:45 a.m. to 4:30 p.m. It is staffed on a regular basis by one (1) full-time physician-director and five (5) less than full-time physicians who are all Unit 7 employees. In addition, another physician also volunteers services at the Center. This staff, along with a support staff of seven (7) nurses, treats approximately 2,500 students each month.

According to the BOR's witness, Dean Ely Meyerson, Director of Student Services, if the Center's services are interrupted, students, staff and members of the public on campus would be referred to community hospitals for treatment. However, many, in his opinion, would not seek

treatment from those institutions. Thus, during a Unit 7 strike, the quality of medical care would dramatically deteriorate and physical health problems would increase on campus. Moreover, withholding emergency life-saving efforts could be life-threatening. Further, if there was a communicable disease epidemic at such time, there would be no way to research its epidemiology nor control its spread. Thus, the quality of public health services could also deteriorate.

The BOR requests that all of the Center's regular Unit 7 staff positions be designated as essential. UHPA objects to the designation of the director as essential but is willing to stipulate that the director may continue to work during the strike for the convenience of the students. The Union believes that the Center's director and nurses can provide sufficient medical services for the Manoa Campus and the five (5) less than full-time physicians are not essential.

The Board finds the failure to provide outpatient and emergency medical services could result in severe illness, even death, for some patients. Further, the Board finds the failure of the Center's ability to conduct research on communicable disease could render it incapable of discovering the origins of the disease and preventing the disease's spread to the community.

The Board finds that the total withdrawal of the services provided by the Unit 7 employees during a strike would present an imminent and present danger to the health and safety of UH students, staff and members of the public who are on campus, and the staffing requirements set forth

in the order following must be met to remove such danger to health and safety.

Having found above that the cessation of services at the Center would endanger the health or safety of the public, the Board finds that the director is an essential position. However, the Board finds, on the record presented in this case, that more than the director's position should be designated as essential, albeit less than the Employer's normal complement. The Board further finds that the overall quality of health services would not deteriorate significantly if the emergency care was continued at the present level but less severe cases could be referred to the community hospitals or private physicians. For these less than severe cases, the campus facility is more of a convenience than an essential service. The Board's order thus reflects this finding.

HYPERBARIC FACILITY - KEWALO BASIN

Since April 1983, the Department of Physiology of the UH's John A. Burns School of Medicine has operated a hyperbaric medical treatment and research facility at Kewalo Basin. The facility provides 24-hour emergency treatment for civilian divers suffering from decompression sickness ("the Bends") on Oahu as well as follow-up care and therapy. Death, paralysis or other permanent disabilities may result if persons suffering from "the Bends" are not treated immediately after diving accidents.

Secondarily, the facility also provides medical treatment for other afflictions requiring administration of high pressure oxygen. The treatment introduces an increased

amount of oxygen to an organ in order to speed its recovery or increase the possibility of an improved condition.

Conditions for which hyperbaric oxygen treatment may be used include myocardial infarction, air embolism resulting from thoracic surgery, stroke, spinal cord injuries, carbon monoxide poisoning, failing skin grafts, and osteomyelitis.

The facility is the only hyperbaric oxygen treatment center available to civilians on Oahu. There are four hyperbaric chambers at the facility, two main treatment chambers and two backup chambers. Teams of six are required to administer treatment in each chamber.

The facility is staffed by the head of the medical school's Department of Physiology, who serves as the facility's director and two physicians who are Unit 7 employees. These employees supervise the operations of each treatment chamber and the six-member teams which operate them. Doctors specially trained in hyperbaric medicine are required to operate the treatment chambers. Since April 1983, twenty-eight (28) civilian divers have been treated for "the Bends" and nine (9) others have received treatment for other afflictions.

UHPA does not object to the designation of Unit 7 employees at the Kewalo facility as essential.

The Board finds the failure of Unit 7 employees specifically trained in hyperbaric medicine to provide appropriate medical treatment at the Kewalo facility could result in severe injury to some patients and even death. The facility must be kept operational and the patients adequately provided for. The testimony of the BOR's witness, John S. Wellington, Associate Dean of the UH medical

school, indicates that assuming the presence of the full technical staff, the facility's operations if necessary, can be provided by the one (1) full-time Director and two (2) physicians, a Professor and an Associate Professor, respectively, on-call 24 hours a day. However, the two physicians normally work six hours per day during the week and are on-call for the remainder of the week. In addition, there are two chambers to operate and having the two physicians on-call could be disruptive, making the scheduling of treatment for emergency and non-emergency patients most uncertain. Hence, the Board accepts the suggestion contained in the BOR petition. The Board's order reflects this finding.

Thus, the Board finds that the total withdrawal of these services by striking Unit 7 employees would present an imminent or present danger to the health or safety of the public and that the staffing requirements set forth in the order must be met to remove such danger.

INTEGRATED MEDICAL RESIDENCY PROGRAM

In an effort to educate and train medical residents in the State, the Hawaii Integrated Medical Residency Program provides seven (7) community hospitals with post-graduate physicians to give direct patient care. The program is administered jointly by the UH medical school and the seven hospitals through Hawaii Residency Programs, Inc., a non-profit corporation. The hospitals are Queen's Medical Center, Kapiolani-Children's Medical Center, St. Francis Hospital, Straub Clinic and Hospital, Leahi Hospital, Kuakini Medical Center and Kaiser Foundation Hospitals.

Currently there are approximately 185 resident physicians enrolled in the program. They diagnose and treat illness as members of hospital treatment teams and/or carry individual patient case loads. The residents see an average of 12 to 15 inpatients and 20 to 25 outpatients daily.

The residents hold limited licenses permitting them to practice only under the supervision of fully licensed medical school faculty physicians. Thus, certain members of the medical school's faculty in the Department of Medicine, Obstetrics/Gynecology, Pathology, Pediatrics, Psychiatry and Surgery have residents assigned to them for supervision on a 24-hours a day, 7 days a week on-call basis. These faculty physicians are Unit 7 employees. Without supervision by the faculty, the resident physicians would be precluded from providing medical treatment to patients. In the opinion of the BOR's witness John S. Wellington, the majority of hospitalized patients would be impacted if the faculty supervision were interrupted and residents were unable to treat their patients.

UHPA does not object to the designation of Unit 7 positions in the UH medical school faculty assigned to supervise resident physicians as essential.

The Board finds that the cessation of resident supervision by the UH medical faculty during a strike by Unit 7 employees would render those residents unable to provide medical care at the various community hospitals. Given the number of residents in the program and the approximate number of patients treated by each resident it seems clear that the hospitals depend heavily upon the services of the residents in the provision of total health

care. Thus, if the residents are, in turn, unable to treat patients, the quality of health care at that institution would deteriorate and the health or safety of patients would be jeopardized or impaired.

Hence, the Board finds that the total withdrawal of these services by striking Unit 7 employees would present an imminent or present danger to the health or safety of the public and that staffing requirements set forth in the order must be met to remove such danger.

UNIVERSITY OF HAWAII LABORATORY SCHOOL

The University of Hawaii Laboratory School is part of the UH's College of Education and offers a regular program of study to its students, in addition to serving as a center for curriculum research, development and experimentation in order to improve Hawaii's public school system.

There are approximately 368 students enrolled in the school's preschool (40), primary and elementary (49) and secondary (279) classes. Of the sixty-nine (69) qualified instructors on the school's staff, twenty-one (21) are Unit 7 employees. Currently, at the primary level, kindergarten to grade 2, all students are assigned to one Unit 7 teacher for the entire school day. At the elementary level, grades 3-5, two Unit 7 teachers normally provide instruction to the students, each instructing the class for half of the school day. At the secondary level, grades 6-12, students receive instruction in various subjects from teachers in Unit 7, Unit 8 or employees excluded from collective bargaining. In addition to instruction, the school staff provides general or direct supervision of students during non-classroom hours.

The school's Principal is also a Unit 7 employee. She is responsible for the management, administration and operation of the school and her responsibilities include organizing the instructional staff for effective conduct of the instructional programs, coordinating curriculum programs and auxiliary functions to serve the student's needs. In her absence, the Vice-Principal assumes her duties and responsibilities.

The BOR's witness, Arthur R. King, Jr., Director of the Curriculum Research and Development Group, College of Education, UH, supervises the operations of the Laboratory School. King testified that a strike by Unit 7 employees will disrupt the normal school operations but would not result in the school being closed. King indicated that the BOR has considered several alternatives. One would be to cease instruction for the primary and elementary level students since all current instructional staff for those grades are Unit 7 employees. All other students would continue to attend school by modifying class schedules and combining classes. However, the BOR has conducted a survey and has determined that approximately 37% of all students come from homes where both parents work during normal school hours. It is speculated that if classes are cancelled, these children will be left unsupervised at home. Alternatively, all students would be required to continue attending school with shifts in classroom assignments and class schedules to accommodate the absent Unit 7 employees. Under either option, it is believed that instructional time will be reduced and the need for supervision increased.

The BOR's witness perceives that the safety of the public will be jeopardized in the event of a Unit 7 strike

because the students at home may be injured because they are left unsupervised. If the students are in school, the abnormal atmosphere caused by a strike would create confusion and students may leave the campus, students may get out of control, accidents may occur and unauthorized visitors on campus may hurt the students. Further, King posited, while the Vice-Principal is capable of managing the school under normal conditions, it is not known whether that person is as capable under abnormal situations such as a strike situation.

Hence, the BOR suggests that a strike by Unit 7 employees presents an imminent and present danger to the safety of students of the Laboratory School during the normal school day. Thus, the BOR requests that the Principal and two instructors who are lead teachers for the primary and elementary classes, be designated as essential positions.

UHPA objects to the designation of any Laboratory School Unit 7 employees as essential.

Under the facts and arguments presented in this case, the Board is not persuaded that there is an imminent or present danger to the safety of Laboratory School students or staff if the services of the Unit 7 instructors cease because of a strike. While it may be commendable for the BOR to be concerned about the students whose parents both work, the Board cannot conclude from the mere fact that both parents are employed that those students will be left at home unsafe and unattended. Certainly, the parents and not the schools, are ultimately responsible for the safety of the children while they are not in school. If the

children are to be kept at home during a Unit 7 strike, it can be anticipated, perhaps optimistically, that provisions will be made for them by their parents.

Further, the Board is unable to agree with the BOR that the safety of the children at school will be jeopardized by the absence of the Unit 7 instructors as requested. The Board finds the safety concerns articulated by the BOR's witness to be speculative and not immediately presenting a threat to the safety of the students. It seems reasonable to the Board that provisions for security be provided on the Laboratory School campus if there is concern about controlling students leaving campus and unauthorized visitors. The Board also finds that supervision can adequately be provided by other personnel to avoid students getting out of control and to minimize accidents. Hence, the Board finds that the withdrawal of services of the Unit 7 instructors requested by the BOR will not present a danger to the health or safety of the public.

As to the Principal's position at the Laboratory School, a majority of the Board is not persuaded under the facts and arguments presented that the absence of the Principal during a strike will create an imminent and present danger to the safety of the students and staff. While it may be true that the Principal is most familiar with school operations, and her presence may limit confusion caused by a strike, a majority of the Board sees no logical causal connection between the confusion, if any, and the safety of public. Also, nothing in the record indicates that the Vice-Principal is incapable of assuming operations of the school nor would fare any differently than the

Principal during a strike. There is no evidence in the record to indicate that the Principal or the Vice-Principal has any previous experience in operating the school during a strike. Based upon the record, a majority of the Board is not convinced that the withdrawal of services by the Principal of the UH Laboratory School in the event of a Unit 7 strike presents an imminent danger to the health or safety of the public, including the students and the staff. The Board's order reflects this finding.

It is not the Board's function to address the propriety of the BOR's decision to keep the school open. However, it is the impression of a majority of this Board that instructional services concern general welfare rather than health or safety. Under the mandate of Chapter 89, HRS, the Board is constrained to consider only imminent health or safety concerns.

CONCLUSIONS OF LAW

The Board has jurisdiction of the subject petition pursuant to Subsection 89-12(c)(1), HRS, which provides:

If a strike, which may endanger the health or safety of the public, is about to occur or is in progress, the public employer concerned may petition the board to make an investigation. If the board finds that there is imminent or present danger to the health or safety of the public, the board shall establish specific requirements that must be complied with and which shall include, but not be limited to:

- (A) Designation of essential positions; and
- (B) Any other requirement it deems necessary in order to avoid or remove any imminent or present danger to the health or safety of the public.

Based upon the findings of fact, it is clear that a strike by Unit 7 employees is about to occur. The Union submitted its notice of intent to strike to the Employer and this Board on November 7, 1983 and publicly announced that a Unit 7 strike will be held on November 21-22, 1983.

The UHPA, in a letter addressed to this Board and the Employer, gave notice of its intent to strike "at any time and at various times" after 10 days following receipt of the notice.

The BOR has requested the Board order the UHPA to provide it with a strike schedule if the Union intends to conduct staggered work stoppages and/or selective work stoppages. Further, the BOR has requested that in the event this strike does not commence on November 21, 1983 or if the Union conducts more than one work stoppage, then the Union should be required to give a new 10-day notice. The Board adopts the BOR's reasoning set forth in its Supplemental Memorandum of Law.

Section 89-12(b) sets forth the requirements before a strike may be undertaken by public sector employees. Among other things, the employees' exclusive representative must provide this Board and the Employer with "a ten-day notice" of intent to strike.

The definition of strike in Subsection 89-2(19), HRS, states:

"Strike" means a public employee's refusal, in concerted action with others, to report for duty, or his wilful absence from his position, or his stoppage of work, or his abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment, for the purpose of inducing, influencing, or coercing a change in the conditions, compensation,

rights, privileges, or obligations of public employment; and except in the case of absences authorized by public employers, includes such refusal, absence, stoppage, or abstinence by any public employee out of sympathy or support for any other public employee who is on strike or because of the presence of any picket line maintained by any other public employee; provided, that nothing herein shall limit or impair the right of any public employee to express or communicate a complaint or opinion on any matter related to the conditions of employment.

Thus, a strike occurs when public employees in concerted action with others refuse to work. However, when the bargaining unit members return to work, we would consider the strike over. Any concerted work stoppage, slowdown or interruption of operation by the employees in Unit 7 following their return to work shall be considered a different strike and therefore would require another 10-day notice before such activity can commence. Moreover, the Board finds the public's health or safety jeopardized if proper notice of intent to strike is withheld. Inasmuch as essential services have been identified in the foregoing findings, the continuation of those services is seriously undermined when a strike commences without notice. The Board's order reflects this finding.

The Board concludes that a strike by Unit 7 employees is about to occur, and that the withholding of services performed by Unit 7 employees designated as essential during any Unit 7 strike will create an imminent or present danger to the health or safety of the public.

The performance of the services found herein to be essential to remove such danger must be done by Unit 7 incumbents of the job titles or positions listed in the

order. The Board sets forth therein, the numbers of persons and hours of work required to perform tasks which the Board considers to be necessary to avoid or remove any danger to public health or safety. If, in the future, the Employer discovers that additional positions or requirements are necessary, the Employer may initiate further proceedings before this Board.

ORDER

Based on the above findings of fact and conclusions of law, the Board hereby orders the following positions be filled by Unit 7 employees in the event of any Unit 7 strike:

<u>Class Title</u>	<u>Number of Employees Required</u>	<u>When Required</u>
A. <u>STUDENT HEALTH SERVICES CENTER, UH-MANOA</u>		
Specialist (Director/ Physician)	1	7:45 a.m. to 4:30 p.m. Monday - Friday
Specialist (Physician)	2	On-call 7:45 a.m. to 4:30 p.m., Monday - Friday
B. <u>HYPERBARIC FACILITY, KEWALO BASIN</u>		
Professor (Director)	1	8:00 a.m. to 4:30 p.m. Monday - Friday
Professor (Physician)	1	8:00 a.m. to 2:00 p.m., Monday - Friday; On- call
Associate Professor (Physician)	1	10:00 a.m. to 4:00 p.m., Monday - Friday; On-call
C. <u>INTEGRATED MEDICAL RESIDENCY PROGRAM</u>		
1. <u>Department of Medicine</u>		
Professor	4	On-call 24-hours, 7 days per week

<u>Class Title</u>	<u>Number of Employees Required</u>	<u>When Required</u>
Associate Professor	6	On call 24-hours, 7 days per week
Assistant Professor	7	"
2. <u>Department of Obstetrics/Gynecology</u>		
Professor	2	"
Associate Professor	3	"
Assistant Professor	2	"
3. <u>Department of Pathology</u>		
Professor	2	"
Assistant Professor	2	"
4. <u>Department of Pediatrics</u>		
Professor	3	"
Associate Professor	6	"
Assistant Professor	5	"
5. <u>Department of Psychiatry</u>		
Professor	5	"
Associate Professor	6	"
Assistant Professor	4	"
6. <u>Department of Surgery</u>		
Professor	6	"
Associate Professor	2	"
Assistant Professor	6	"

The Board further orders the following in the event of a strike by Unit 7 employees:

1. The class or position titles identified in the foregoing portion of the order are designated as essential positions.

2. Any or all incumbents in the essential positions may be designated by the Employer as essential employees. Each incumbent, in an essential position, regardless of designation as an essential employee, shall notify the Employer of his or her current residence and mailing addresses and telephone number prior to the onset of a strike by Unit 7 employees. The Employer shall inform incumbents in essential positions that they may be designated as essential employees and that they are required to supply this information.

3. The Employer shall designate employees to fill essential positions. The Employer shall give notice to an essential employee in accordance with Subsection 89-12(c) (2), HRS. It is the duty and responsibility of the essential employee to contact the Employer for his or her work assignment. This duty continues throughout the duration of any strike.

Essential employees required to be on-call shall keep the Employer apprised of his or her location during the on-call period to facilitate notification to report to work when the need arises. If no specific on-call period is stated, the position shall be deemed to be on-call 24-hours per day, and 7 days per week.

4. An essential employee shall report to work as directed by the Employer, unless the absence is excused due

to illness or other bona fide reason. In order to determine the validity of such reasons, the essential employee shall submit a written statement of reasons to the Employer. The absence of an essential employee from assigned work without a bona fide reason may be deemed a violation of this order and deemed to constitute unlawful participation in a strike under Subsection 89-12(a), HRS.

5. If an essential employee does not report to work as directed and there are additional incumbents to fill an essential position, the Employer shall designate another incumbent to perform such work. The Employer may notify such employee by whatever means practicable, including by telephone contact, to ensure the delivery of essential services.

6. The Union shall be responsible for taking all necessary steps to ensure that essential services required by this order are performed without interruption, slowdown, sick-out or other forms of interference. This responsibility includes rendering assistance, at the request of the Employer, to contact incumbents to staff essential positions whenever an essential employee fails to report to work and the Employer is unable to schedule or encounters difficulty in scheduling a replacement.

7. To minimize confusion in communications between the parties, the Employer and the Union shall each designate one overall coordinator to be contacted. The coordinator shall be responsible for maintaining essential services and implementing any order issued by the Board. Prior to the onset of any strike, each party shall notify

the other and this Board, in writing, of the coordinator with his or her current address and business and residence telephone numbers.

8. To ensure the health or safety of the public, including students and non-striking employees at the picket lines, all picket lines of Unit 7 employees shall be supervised by an on-site picket line captain designated by UHPA. The Union shall provide the Employer with a list of picket line captains at all picket lines prior to the onset of any strike which shall contain the addresses and telephone numbers of those designated. The picket line captain and ultimately, UHPA, shall share the responsibility to ensure that picketing is conducted in a lawful manner. Pickets must permit ingress and egress to all persons. Responsibility for insuring uninhibited ingress and egress to all worksites rests with UHPA.

9. Employer may designate one entrance to every worksite with multiple entrances for the specific purpose of permitting uninhibited ingress and egress solely by private employees and essential employees. The Employer shall notify the Union that these designated entrances shall be free of any pickets.

10. In order to maintain the delivery of essential services during a strike by Unit 7 employees, UHPA shall provide the Employer and this Board with written notice of its intent to strike ten days prior to any work stoppage, specifying the date of such stoppage.

11. This order may be amended by the Board. Any questions of interpretation of this order shall be brought to the immediate attention of the Board.

DATED: Honolulu, Hawaii, November 17, 1983.

HAWAII PUBLIC EMPLOYMENT RELATIONS BOARD


MACK H. HAMADA, Chairperson


JAMES K. CLARK, Board Member

DISSENTING OPINION OF JAMES R. CARRAS

I respectfully dissent only from that portion of the decision which declares the Principal of the Laboratory School not to be an essential position. Under normal conditions, I believe that it is not unreasonable to expect the highest officer of the school who has the widest knowledge of its daily operations to be at the school. In a situation such as a strike, I believe it is even more important that the Principal should be the person responsible for the school. For these reasons, I would find that the Principal of the Laboratory School is an essential position.

DATED: Honolulu, Hawaii, November 17, 1983.


JAMES R. CARRAS, Board Member

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