

STATE OF HAWAII

HAWAII PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of)
)
GEORGE R. ARIYOSHI, Governor,)
State of Hawaii; EILEEN R.)
ANDERSON, Mayor, City and)
County of Honolulu; HERBERT T.)
MATAYOSHI, Mayor, County of)
Hawaii; HANNIBAL M. TAVARES,)
Mayor, County of Maui;)
TONY T. KUNIMURA, Mayor,)
County of Kauai,)
)
Petitioners,)
)
and)
)
UNITED PUBLIC WORKERS, AFSCME)
LOCAL 646, AFL-CIO; and)
HAWAII GOVERNMENT EMPLOYEES)
ASSOCIATION, AFSCME LOCAL)
152, AFL-CIO,)
)
Exclusive)
Representatives.)
)

CASE NOS.: S-01-19a
S-02-19b
S-03-19c
S-04-19d
S-13-19e

DECISION NO. 188

ERRATA

The above-referenced decision contains the following errors which should be corrected accordingly. These errors are inadvertent and the corrected figures truly reflect the Board's intent.

COUNTY OF HAWAII

DEPARTMENT OF WATER SUPPLY

District II (Hamakua, North and South Kohala)

1. Plant and Field Sections (Page 28)

Error:

01	Water Treatment Works Operator	1	8 hours/day; 5 days/week
01	Water Plant Electrician-Mechanic	1	8 hours/day; 5 days/week
01	Pipefitter (Hamakua)	1	8 hours/day; 5 days/week
01	Lead Pipefitter (North Kohala)	1	4 hours/day; 5 days/week

Correction:

01	Water Treatment Works Operator	1	3 hours/day; 5 days/week; standby nonworking hours
01	Water Plant Electrician-Mechanic	1	4 hours/day; 5 days/week; standby on weekends
01	Pipefitter (Hamakua)	1	6 hours/day; 5 days/week; 2 hours/day on weekend + standby nonworking hours ...
01	Lead Pipefitter (North Kohala)	1	3 hours/day on weekends + standby nonworking hours

2. District II

Plant and Field Services

Delete:

01	Water Plant Electrician-Mechanic	1	Standby; 8 hours/day; 5 days/week
----	----------------------------------	---	-----------------------------------

3. District II

Field Section

Error:

01	Lead Pipefitter	1	8 hours/day; 5 days/week
----	-----------------	---	--------------------------

Correction:

01 Lead Pipefitter 1 Standby; regular hours

4. DEPARTMENT OF PUBLIC WORKS - REFUSE AND GARBAGE

Hamakua - Kohala Compaction (Page 30)

Error:

01 Sanitary Landfill Caretaker 1 8 hours/day; 5 days/week; 7 day operation

Correction:

01 Sanitary Landfill Caretaker 2 8 hours/day; 5 days/week; 7 day operation

3. Kona Collection (Page 31)

Error:

01 Equipment Operator II)
)
 Kona Disposal) 2 8 hours/day; 5 days/week; 7 days operation
)
 01 Equipment Operator II)

Correction:

Kona Collection

01 Equipment Operator III)
)
 Kona Disposal) 2 8 hours/day; 5 days/week; 7 days operation
)
 01 Equipment Operator II)

COUNTY OF MAUI

4. Landfill

Wailuku (Page 32)

Error:

01 Landfill Dozer Operator 1 Sat and Sun

Correction:

01 Landfill Dozer Operator 1 M-F; 8 hours;
Sat-Sun; 4 hours

5. Makawao (Page 32)

Error:

01 Landfill Dozer Operator 1 Sat and Sun

Correction:

01 Landfill Dozer Operator 1 M-F; 8 hours;
Sat-Sun; 4 hours

DATED: Honolulu, Hawaii, February 21, 1984.

HAWAII PUBLIC EMPLOYMENT RELATIONS BOARD


MACK H. HAMADA, Chairperson


JAMES R. CARRAS, Chairperson

Copies sent to:

Charleen M. Aina, Deputy Attorney General
Michael K. Abe, Deputy Corporation Counsel
Patricia K. O'Toole, Deputy Corporation Counsel
Lee Ohigashi, Deputy Corporation Counsel
Warren Perry, Second Deputy County Attorney
Melvin Higa
James A. King, Esq.
Joyce Najita, IRC
Publications Distribution Center
State Archives
University of Hawaii
Robert Hasegawa, CLEAR

STATE OF HAWAII

HAWAII PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of)
)
GEORGE R. ARIYOSHI, Governor,)
State of Hawaii; EILEEN R.)
ANDERSON, Mayor, City and)
County of Honolulu; HERBERT T.)
MATAYOSHI, Mayor, County of)
Hawaii; HANNIBAL M. TAVARES,)
Mayor, County of Maui;)
TONY T. KUNIMURA, Mayor,)
County of Kauai,)
)
Petitioners,)
)
and)
)
UNITED PUBLIC WORKERS, AFSCME)
LOCAL 646, AFL-CIO; and)
HAWAII GOVERNMENT EMPLOYEES)
ASSOCIATION, AFSCME LOCAL)
152, AFL-CIO,)
)
Exclusive)
Representatives.)
)

CASE NOS.: S-01-19a
S-02-19b
S-03-19c
S-04-19d
S-13-19e

DECISION NO. 188

AMENDED GENERAL ORDERS

The Board further orders the following in the event of a strike by Units 1, 2, 3, 4, and 13 employees:

1. The class or position titles identified in the foregoing portion of the order are designated as essential positions. Any or all incumbents in the essential positions may be designated by the respective Employers as essential employees.

2. The Employer shall designate employees to fill essential positions. Each 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.

3. "Standby," as directed by these orders, requires that the Employer compensate all such designated employees at the rate of 25% of the individual employee's current salary. The employee on standby shall respond to requests made by the Employer to work and shall provide the Employer with the necessary telephone numbers and the location where he or she can be contacted should the need arise.

When hours are not specified or when 24-hour standby is coupled with scheduled working hours, "standby" shall mean standby for non-duty hours only.

"On-call," as provided for in these orders, does not require compensation by the Employer nor does it require that the employee respond to any work requests made by the Employer.

4. An essential employee shall report to work as directed by each Employer, unless the absence is excused due to illness or other bona fide reasons. In order to determine the validity of such reasons, the essential employee shall submit a written statement of reasons to the Employer. In the event an absence is based upon a medical disability, a statement from a physician shall be submitted to the Employer. The absence of an essential employee from assigned work without a bona fide reason shall be deemed a violation of these orders and deemed to constitute unlawful participation in a strike under Subsection 89-12(a), HRS.

5. If an essential employees does not report to work as directed and there are additional incumbents to fill an essential position, the Employer may 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.

If the Employer is unable to fill the essential position with an incumbent, the Employer may assign other employees within the same job classification who are capable of satisfactorily performing the functions, duties and responsibilities of the essential position, and shall notify the Board accordingly. If the employee is not an incumbent of the position, the employee shall have the right to refuse the temporary assignment to the designated essential position.

6. In the assignment of incumbents or other employees to essential positions, the Employer shall refrain from assigning persons designated as picket line captains, stewards, negotiation team members and Union Board of Directors members unless there are no other employees capable of satisfactorily performing the functions, duties and responsibilities of the essential positions.

Respondents shall furnish the respective Employers with the names of picket line captains, stewards, negotiations team members and Board of Directors members forthwith.

7. 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.

8. To minimize confusion in communications between the parties, each Employer and each Union shall designate one overall coordinator to be contacted. In addition, each Employer and each Union shall designate a coordinator for each county. These coordinators shall be responsible for maintaining essential services within their respective jurisdictions and implementing any order issued by the Board at the close of this proceeding or during a strike. Each party shall notify the other and this Board, in writing, of their coordinators with their respective current address and business and residence telephone numbers forthwith.

9. Employer may designate one entrance to every worksite having multiple entrances specifically to permit uninhibited ingress and egress by employees in positions designated as essential by the Board, excluded employees, and private employees only. The Employer shall notify the Union that these designated entrances shall be free of any pickets. Should the Employer fail to monitor the designated entrances and access is permitted to other than essential, excluded, and private employees, the Union shall notify this Board and the Board will determine whether the entrance may be lawfully picketed. Further, any monitor representing the Union and present at this entrance shall not impede or harass any essential, excluded or private employees from ingress or egress to the worksite.

Worksites, buildings or facilities which have only one entrance may be picketed, but persons on the picket lines shall permit anyone to cross the picket lines.

10. To ensure the health or safety of the public, all picket lines of Units 1, 2, 3, 4, and 13 employees shall be supervised by an on-site picket line captain designated by the Union. The Union shall provide the Employer with a list of picket line captains at all picket lines forthwith. The picket line captain and ultimately, the Union, 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 the Union.

11. In accordance with Chapter 322 and §26-13, HRS, the State Department of Health shall monitor the refuse and public facilities sanitation from the outset of a strike and make a daily report to this Board of any deterioration of conditions which, in the Department's opinion, presents an imminent or present danger to the public health or safety. Should their findings indicate an imminent or present danger to the health or safety of the public, then the Board shall set requirements to avoid or remove such danger if the Board agrees with those findings.

12. In addition to the general and staffing orders, the following order shall apply to the Unit 1, 2, 3, 4 and 13 employees working in the Refuse Collection and Disposal positions.

a. All refuse collection and disposal positions including, but not limited to, drivers, collectors, equipment operators and laborers, shall be deemed essential for Petitioners City and County of Honolulu, County of Maui, County of Hawaii and County of Kauai upon the following conditions:

(1) A declaration of a health hazard has been issued by the Department of Health, State of Hawaii [DOH] and filed by DOH with this Board.

(2) If the Board finds that such conditions pose an imminent or present danger to the public health it shall immediately notify Petitioners of the affected area as declared by DOH.

b. Employers shall give notice to all refuse collection and disposal employees of the foregoing conditions in accordance with Chapter 89, HRS.

c. Upon receipt of notification from the Board of a health hazard, Petitioners may give subsequent notice to employees by publication (newspaper, radio and/or television). Publication by newspaper, radio and/or television shall be deemed sufficient notice to the essential employees.

d. Refuse collection and disposal employees shall report to work at the times and places designated by the Employers after receiving subsequent notice from Employers that their services are necessary.


e. Petitioners shall assign employees to perform only those services necessary to eliminate the health hazard in the jurisdiction.

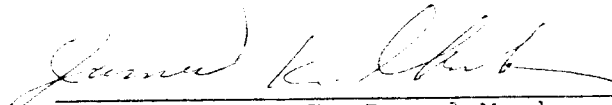
f. Transfer Station and Incinerator employees of the City and County of Honolulu and the County of Maui shall be deemed essential and summoned in the same manner and pursuant to the same conditions contained in items a through e above.

These orders may be amended by the Board. Any questions of interpretation of these orders shall be brought to the immediate attention of this Board.

DATED: Honolulu, Hawaii, February 21, 1984.

HAWAII PUBLIC EMPLOYMENT RELATIONS BOARD


MACK H. HAMADA, Chairperson


JAMES K. CLARK, Board Member


JAMES R. CARRAS, Board Member

Copies sent to:

Charleen M. Aina, Deputy Attorney General
Michael K. Abe, Deputy Corporation Counsel
Patricia K. O'Toole, Deputy Corporation Counsel
Lee Ohigashi, Deputy Corporation Counsel
Warren Perry, Second Deputy County Attorney
Melvin Higa
James A. King, Esq.
Joyce Najita, IRC
Publications Distribution Center
State Archives
University of Hawaii
Robert Hasegawa, CLEAR

STATE OF HAWAII

HAWAII PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of)
)
GEORGE R. ARIYOSHI, Governor,)
State of Hawaii; EILEEN R.)
ANDERSON, Mayor, City and)
County of Honolulu; HERBERT T.)
MATAYOSHI, Mayor, County of)
Hawaii; HANNIBAL TAVARES,)
Mayor, County of Maui; and)
TONY T. KUNIMURA, Mayor,)
County of Kauai,)
)
Petitioners,)
)
and)
)
UNITED PUBLIC WORKERS, AFSCME,)
LOCAL 646, AFL-CIO; and)
HAWAII GOVERNMENT EMPLOYEES')
ASSOCIATION, AFSCME LOCAL)
152, AFL-CIO)
)
Exclusive)
Representatives.)
)

CASE NOS.: S-01-19a
S-02-19b
S-03-19c
S-04-19d
S-13-19e

DECISION NO. 188

FINDINGS OF FACT, CONCLUSIONS
OF LAW AND ORDER

On February 2, 1984, public employers GEORGE R. ARIYOSHI, Governor, State of Hawaii; EILEEN R. ANDERSON, Mayor, City and County of Honolulu; HERBERT T. MATAYOSHI, Mayor, Hawaii County; HANNIBAL TAVARES, Mayor, Maui County; and TONY T. KUNIMURA, Mayor, Kauai County [hereinafter referred to as Petitioners or Employers] petitioned this Board to conduct an investigation, pursuant to the authority conferred upon it by Subsection 89-12 of the Hawaii Revised Statutes [hereinafter referred to as HRS], to determine whether a strike by State and

County employees in collective bargaining Unit 1 (nonsupervisory employees in blue collar positions), Unit 2 (supervisory employees in blue collar positions), Unit 3 (nonsupervisory employees in white collar positions), Unit 4 (supervisory employees in white collar positions), and Unit 13 (professional and scientific employees, other than registered professional nurses), would present an imminent or present danger to the health and safety of the public and to set requirements that must be complied with to avoid or remove any such danger.

Hearings on the petition were held from February 12 through February 14, 1984. All parties were represented and participated in the investigation. Based upon the entire record and credible evidence developed during said investigation, the Board makes the following:

FINDINGS OF FACT

The Petitioners are each public employers within the meaning of Subsection 89-2(9), HRS.

Respondent UNITED PUBLIC WORKERS, AFSCME LOCAL 646, AFL-CIO [hereinafter referred to as UPW or Union] is the exclusive representative within the meaning of Subsection 89-2(12), HRS, of employees in collective bargaining Unit 1, composed of non-supervisory employees in blue collar positions.

Respondent HAWAII GOVERNMENT EMPLOYEES' ASSOCIATION, AFSCME, LOCAL 152, AFL-CIO [hereinafter referred to as HGEA or Union] is the exclusive representative within the meaning of Subsection 89-2(12), HRS, of employees in collective bargaining

units 2, 3, 4 and 13, composed of supervisory employees in blue-collar positions, non-supervisory employees in white-collar positions, supervisory employees in white-collar positions and professional and scientific employees other than registered professional nurses, respectively.

Negotiations for a new contract for Unit 1 employees commenced on September 8, 1982. On April 22, 1983, the UPW filed a Notice of Impasse with this Board. On June 7, 1983, the Board ruled that an impasse existed in said negotiations and appointed a mediator to assist the parties. Mediation failed to resolve the dispute and a fact-finding panel was appointed by the Board pursuant to Subsection 89-11(b)(2), HRS. The panel's report was issued on July 7, 1983 and its recommendations were rejected by Petitioners and UPW. Neither party wished to submit the issues to final and binding arbitration. The report was made public in accordance with Subsection 89-11(b)(2), HRS. On September 15, 1983, the sixty-day "cooling off" period for the Unit 1 impasse lapsed.

Negotiations for a new contract for Units 2, 3, 4, and 13 commenced on September 22, 1982. On April 8, 1983, the HGEA filed a Notice of Impasse with this Board. On May 25, 1983, the Board ruled that an impasse existed in said negotiations and appointed a mediator to assist the parties. Mediation failed to resolve the dispute and a fact-finding panel was appointed by the Board on June 15, 1983 pursuant to Subsection 89-11(b)(2), HRS. The panel's Report and Recommendation was issued on June 27, 1983. Both Petitioners and HGEA rejected the Report and

Recommendation. Both parties chose not to refer the issues to final and binding arbitration. Thus, the report was made public in accordance with Subsection 89-11(b)(2), HRS. The sixty-day "cooling off" period for the HGEA impasses elapsed on September 4, 1983.

On February 9, 1984, Respondents filed with this Board their notice of intent to strike on or after February 22, 1984. The notices are identical in substance and provide that the respective Union, pursuant to Section 89-12(b), HRS, affirms that:

1. the requirements of Section 89-11, HRS, relating to the resolution of disputes have been complied within good faith;
2. there are no proceedings for the prevention of any prohibited practices; and
3. 60 days have elapsed since the fact-finding board made public its findings and recommendations;

and therefore gave notice to the Board and the Employers of the intent to strike if a satisfactory agreement is not negotiated before that date.

The notices of Respondents' intent to strike have not been rescinded or revoked.

The Employers presented this Board with a voluminous record of detail to substantiate the allegations set forth in their combined petition in which they asked that a number of Unit 1, 2, 3, 4 and 13 employees be required to work during the threatened strike because, it was alleged, if the employees did not perform their usual work, or were not available to work in emergencies, the Unit 1, 2, 3, 4 and 13 strikes would present an imminent or present danger to the public health or safety.

The case presented by the Employers has convinced this Board that the withholding of services performed by certain Unit 1, 2, 3, 4 and 13 employees during a strike will create an imminent or present danger to the health and safety of the public.

Specific findings follow:

WATER

All Petitioners, in part, supply water for their respective jurisdictions. It is obvious that the supplying of water is an essential service. The water service system includes tapping water resources, transmission of water, storage of water, and the delivery of water to the public. Included within the supplying of this service is the repair of broken water mains, preservation and repair of fire hydrants, conservation of water, the pumping and distribution of water, the testing and maintenance of water quality, the maintenance of water quality storage and delivery, the maintenance, repair and operation of pumping equipment and telecommunication systems and overall operations to provide the public with potable water.

It is also clear that water is used in medical and health care, fire fighting, commercial, agricultural and electric power production. Water services require continuous and uninterrupted 24-hour operation, monitoring, maintenance and management.

The Petitioners operate and maintain approximately 161 water systems within the State, which supply water to the public for the uses described above.

There are no reasonable, adequate or substitute sources or alternatives for the water services described above. Any interruption whatsoever in water services, such as would occur if public employees refused to report to work and perform their jobs, would have an immediate and detrimental impact upon public health and safety.

The testimony also indicates that more personnel than have been previously declared essential are necessary to provide these services during a strike since it is anticipated that more than one bargaining unit will participate in such a strike. In 1979, personnel from other bargaining units performed the work of the Unit 1 strikers.

The Board finds that total withdrawal of the above services during a strike by Unit 1, 2, 3, 4 and 13 employees would therefore present an immediate and present danger to the health and safety of the State's population and that staffing requirements set forth in the orders set forth herein must be met in order to remove such danger to health and safety.

WASTEWATER TREATMENT

Each of the County Petitioners provide public sewage disposal services which include the collection, transmission, treatment and disposal of raw sewage.

These services include the continuous maintenance, operation and monitoring of miles of sewer lines and scores of pumping stations and sewage treatment plants, and the regular pumping of numerous defective cesspools to avoid immediate and

significant health hazards due to the accumulation of raw sewage, resulting in backups in homes and businesses and direct disposal of raw sewage into the environment.

In the event of the withdrawal of these services, the public could not be assured of the collection, transmission and disposal of sewage. There are no adequate or substitute services which can perform these services to the standards established by various governmental agencies and met by the respective County Petitioners. Should these services not be performed, there is no doubt in this Board's mind that the public health and safety will be seriously impacted by lingering effects on our environment and standard of living.

Also, the maintenance of the Wilson Tunnel lighting and ventilation system is within the subject matter. The maintenance of this tunnel, a major highway artery into Honolulu, requires the monitoring of the lighting system as well as maintaining the exhaust system to protect motorists from high carbon monoxide levels. Moreover, for motorists in trouble, the tunnel systems electricians operate the public address system and respond to alarms.

Accordingly, the Board finds that total withdrawal of the above services during a strike by Unit 1, 2, 3, 4 and 13 employees will present an immediate and present danger to the health and safety of the State's population and that staffing requirements set forth in the orders set forth herein must be met to remove such danger to health and safety.

REFUSE COLLECTION AND DISPOSAL SERVICES

The County Employers all provide refuse collection and disposal services for residences and businesses, public parks and other public facilities in their respective jurisdictions. These services include collection of refuse throughout the metropolitan and rural areas, public facilities and parks; the operation of transfer stations, incineration plants, landfills and providing of special disposal services for medical waste, contaminated garbage, dangerous drugs, hazardous chemicals, sewage sludge, animal carcasses, and infected plants.

These services are divided into three categories:

- A. Refuse Collection
- B. Operation of Landfills
- C. Transfer Stations and Incinerators

Curtailement of these services or inability of the government to perform these services for the public because of a strike will create severe health risks to the public.

A. Refuse Services

This Board believes, however, that at the outset of a strike, the failure to collect refuse will not create an immediate menace to the public health and safety. This Board, however, is not unmindful that the failure of collection will, after a certain passage of time, create hazards which will increase with the further passage of time. Accumulated household and business refuse will provide an environment which will foster the breeding of bacteria, insects and rodents.

Moreover medical and chemical wastes cannot be left untreated. In time, the non-collection and disposal of refuse will create hazardous conditions, which will at that time, endanger the public health and safety.

The State Department of Health is best suited to determine the existence of a hazardous health condition and can declare the existence of a health hazard at that time, and the orders set forth herein can be implemented. Once an order is issued by the Department of Health to abate the unhealthy condition of an affected area by refuse collection, it is the Board's intent that all refuse collection in that jurisdiction be activated since unhealthy conditions in other areas would shortly emerge.

Accordingly, the Board finds that the total withdrawal of the above services during a strike by Unit 1, 2, 3 and 4 employees will present an immediate and present danger to the health and safety of the State's population and that staffing requirements set forth in the orders set forth herein must be met in order to remove such danger to health and safety.

B. Landfills

During a strike, the sewage treatment plants will be operating as essential services and will accumulate sludge which must be disposed of. Also, it is reasonably anticipated that some persons will want to dispose of their refuse rather than wait for refuse collection to commence. Moreover, private refuse collection companies will be operating, and will need to dump their collections. Hence, the operation of landfills is

necessary from the onset of any strike to avert any danger posed due to the non-collection of refuse. Minimal staffing requirements will be needed to lessen the impact of a strike on the general public, and thus, the Board finds that certain positions provide essential services.

The Board finds that total withdrawal of the above services during a strike by Unit 1 and 2 employees would present an immediate and present danger to the health and safety of the State's population and that staffing requirements set forth in the orders set forth herein must be met in order to remove such danger to health and safety.

C. Transfer Stations and Incinerators

For the Counties of Kauai and Hawaii, the evidence reveals that the transfer stations must be kept open from the onset of any strike. The testimony indicates that on Kauai, the public will dump their rubbish at the transfer stations regardless of their closing, as is also the case for the County of Hawaii. These are essential services therefore for Kauai and Hawaii counties.

For the rest of the State, the operation of transfer stations until refuse collections begin do not appear to pose any significant health hazards. However, once the refuse collection commences, it is clear that the usual services at the transfer stations are necessary and essential. Also at that time, the incinerators must be staffed to properly dispose of the accumulation of refuse. This procedure can be repeated as many times as necessary during a strike.

Accordingly, the Board finds that the total withdrawal of the above services during a strike by Unit 1, 2, 3, 4 and 13 employees would present an immediate and present danger to the health and safety of the State's population and that staffing requirements set forth in the orders set forth herein must be met in order to remove such danger to health and safety.

D. Vector Surveillance and Control

Petitioners provide vector control services which protect public health and safety. These services generally include domestic and area abatement, cordon sanitation, zoonotic laboratory diagnosis, education, consultation, enforcement and research.

Of these services, during a strike, the most important to the Board, appears to be education and consultation, domestic abatement and area abatement. The public must be advised how to help itself avoid any health hazards encountered.

It is clear that with abnormal sanitation maintenance during a strike, bothersome insects and rodents will have greater opportunity to multiply. If left alone, these insects and rodents can cause outbreaks of dengue fever, yellow fever, encephalitis, plague, murine typhus, salmonellosis and other enteric human diseases and zoonoses.

Accordingly, the Board finds that the withdrawal of the above services during a strike by Unit 1, 3, 4 and 13 employees would therefore present an immediate and present danger to the health and safety of the State's population and that staffing

requirements set forth in the orders set forth herein must be met in order to remove such danger to health and safety.

E. Pollution Control

Employers also provide pollution control services in the area of air, water, noise, radiation and solid and hazardous waste pollution.

The most important services during any cessation of services during a strike appear to the Board to be that of protecting the public against contaminated water and food. In this respect, the Employer provides continuous surveillance of our drinking water, and food establishments, as well as dairy farms, milk processing plants and domestic animal and fowl production.

The Board is of the opinion that to fail to protect the public from pollution in the areas discussed would pose an imminent or present danger to the public health and safety.

The minimal staffing requirements to protect the public from the danger attendant to pollution far outweigh the necessity of Respondents' members in this area herein concerned to strike.

Accordingly, the Board finds that total withdrawal of the above services during a strike by Unit 1, 2, 3, 4 and 13 employees would therefore present an immediate and present danger to the health and safety of the State's population and that staffing requirements set forth in the orders herein must be met to remove such danger to health and safety.

Based upon the foregoing findings of fact, the Board makes as follows its:

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.

Such assertion of jurisdiction is proper and necessary given the overwhelming amount of material the Employers presented in support of their petitions. As stated in previous Board decisions,

This Board is not required to sit passively by and wait for a strike to occur before it can conclude that a . . . strike poses the kind of danger Subsection 89-12(c) was designed to remove or avoid.

Ariyoshi, et al., v. United Public Workers,
(1979) 2 HPERB 337.

The Board further concludes that a strike by Unit 1, 2, 3, 4 and 13 employees is about to occur, and that the withholding during said strike of the Unit 1, 2, 3, 4 and 13 services which are the subject of the findings will create an imminent or present danger to the health and safety of the public.

The performance of the services herein found to be essential to remove such danger must be done by Unit 1, 2, 3, 4 and 13 incumbents of the job titles or positions listed in the orders. The Board finds the Respondents' suggestions that private contractors or scabs or persons in wholly unrelated classifications should perform the essential services to be frivolous, unrealistic, and wholly divorced from the realities of the tensions and pressures which exist in a strike.

In the Staffing Orders which follow, the Board has set forth the maximum number of positions which the Employer may fill as essential positions to perform the tasks which the Board finds to be necessary to avoid or remove danger to public health or safety during a Unit 1, 2, 3, 4 and 13 strike. If, however, the Employers discover that they need more positions than they asked for and were given, then they are expected to report that fact immediately to this Board. The mandate of Subsection 89-12(c), HRS, is to protect the public health and safety from dangers caused by strikes. It is impossible to predict, with certainty, exactly what number of people may be required to work notwithstanding a strike to cover events which may occur in the future.

ORDERS

Based therefore upon the foregoing findings of fact and conclusions of law, the Hawaii Public Employment Relations Board hereby orders that the following positions be filled in the event of any strike or job action by Unit 1, 2, 3, 4 and 13 employees in accordance with the schedule provided.

STAFFING ORDERS

<u>BU & CLASS TITLE</u>	<u>NO. REQUIRED</u>	<u>WHEN REQUIRED</u>
<u>STATE OF HAWAII</u>		
<u>DEPARTMENT OF HEALTH</u>		
<u>Vector Surveillance and Control</u>		
<u>Oahu</u>		
<u>Education and Consultation</u>		
13 Entomologist V	1	Standby 7 days/week
13 Entomologist VI	1	7 days/week, 7:45am-4:30pm
04 Vec. Cont. Insp. V	2	(1) M-F, 7:45am-4:30pm (1) Standby M-F, 7:45am-4:30pm
<u>Domestic Vector Abatement</u>		
03 Secretary II	1	Standby M-F, 7:45am-4:30pm
03 Vec. Cont. Insp. IV	1	M-Sat, 7:45am-4:30pm
03 Vec. Cont. Insp. III	1	M-Sat, 7:45am-4:30pm
03 Vec. Cont. Insp. II	1	M-Sat, 7:45am-4:30pm
<u>Area Vector Abatement</u>		
01 Vec. Cont. Wkr. II	1	M-F, 7:45am-4:30pm
01 Vec. Cont. Wkr. I	2	M-F, 7:45am-4:30pm
01 Mech. Repair Wkr.	1	M-F, 12:00pm-4:30pm

HAWAII

Education and Consultation Domestic Vector Abatement

04	Vec. Cont. Insp. VI	1	7 days/week, 7:45am-4:30pm; Standby after 4:30pm
04	Vec. Cont. Insp. IV	1	M-Sat, 7:45am-4:30pm
03	Vec. Cont. Insp. III	3	M-Sat, 7:45am-4:30pm
<u>Area Vector Abatement</u>			
01	Vec. Cont. Wkr. II	2	M-F, 7:45am-4:30pm
01	Vec. Cont. Wkr. I	4	M-F, 7:45am-4:30pm
<u>Maui</u>			
<u>Education and Consultation</u>			
04	Vec. Cont. Insp. VI	1	7 days/week, 7:45am-4:30pm; Standby after 4:30pm
<u>Domestic Vector Abatement</u>			
03	Vec. Cont. Insp. III	1	M-Sat, 7:45am-4:30pm; Standby after 4:30pm and Sun.
<u>Area Vector Abatement</u>			
01	Vec. Cont. Wkr. II	1	M-F, 7:45am-4:30pm
01	Vec. Cont. Wkr. I	2	M-F, 7:45am-4:30pm
<u>Molokai</u>			
<u>Domestic Vector Abatement</u>			
03	Vec. Cont. Insp. III	1	M-Sat, 7:45am-4:30pm; Standby after 4:30pm and Sun.
<u>Kauai</u>			
<u>Education and Consultation</u>			
04	Vec. Cont. Insp. V	1	7 days/week, 7:45am-4:30pm; Standby after 4:30pm

Domestic Vector Abatement

03 Vec. Cont. Insp. II	1	M-Sat, 7:45am-4:30pm; Standby after 4:30pm and Sun.
------------------------	---	--

Area Vector Abatement

01 Vec. Cont. Wkr. II	1	M-F, 7:45am-4:30pm
01 Vec. Cont. Wkr. I	2	M-F, 7:45am-4:30pm

Sanitation Inspection and Services

Oahu

03 Secretary II	1	Standby M-F, 7:45am-4:30pm
13 Regis. Sanitarian IV	3	(2) M-Sat, 7:45am-4:30pm (1) Standby M-Sat 7:45am-4:30pm

Hawaii

13 Regis. Sanitarian VI	1	Standby 7 days/week
13 Regis. Sanitarian IV	2	M-Sat, 7:45am-4:30pm

Maui

13 Regis. Sanitarian VI	1	Standby 7 days/week
13 Regis. Sanitarian IV	1	M-Sat, 7:45am-4:30pm

Kauai

13 Regis. Sanitarian VI	1	Standby 7 days/week
13 Regis. Sanitarian IV	1	M-Sat, 7:45am-4:30pm

Drinking Water Inspection Services

13 Engineer (Env) V	1	Standby 7 days/week
---------------------	---	---------------------

Pollution Investigation and Enforcement

13 Env. Hlth. Spec. VII	1	Standby 7 days/week
-------------------------	---	---------------------

DEPARTMENT OF LAND AND NATURAL RESOURCES

Operation and Maintenance of Irrigation System/Facilities

03	Irrigation District Manager	1	M-F; 4 hours per day
----	-----------------------------	---	----------------------

Park Operation and Maintenance

01	Park Caretaker III	1	7:00am-3:00pm; 5 days/week; on call for emergency situations
----	--------------------	---	---

DEPARTMENT OF HAWAIIAN HOME LANDS

Molokai Water System (Molokai District Office)

04	Homestead Project Manager II	1	M-F, 7:45am-4:30pm
01	Water System Maintenance Worker	1	M-F, 7:00am-3:30pm
01	Water System Maintenance Helper	1	M-F, 7:00am-3:30pm

CITY AND COUNTY OF HONOLULU

BOARD OF WATER SUPPLY - WATER SERVICES

Protection of Water Quality - Operation of Microbiological and
Chemical Laboratory (Environmental Section)

13	Water Microbiologist IV	1	8 hours/day, 5 days/week
13	Water Microbiologist V	1	8 hours/day, 5 days/week
13	Chemist II	1	8 hours/day, 5 days/week
13	Chemist V	1	8 hours/day, 5 days/week

Watch and Control of Water Systems; Operation of Control Center;
Operation, Maintenance, Repair and Installation of Pumping System
Equipment and Telecommunications Systems and Emergency Maintenance and
Repair

02	Water Plant Maintenance Supervisor III	3	8 hours/day, 5 days/week; 24-hour Standby
----	---	---	---

02	Water Systems Operator II	4	8 hours/day, 5 days/week (3 shifts plus relief, 1 per shift)
04	Telecommunications Supervisor	1	8 hours/day, 5 days/week; Standby
04	Water Pumping Plants Supervisor	1	8 hours/day, 5 days/week; Standby

Determination of Breaks in Water Systems and Repair Hazards

04	Supervisory Water Service Investigator I	2	24-hour standby
04	Supervisory Water Service Investigator II	1	24-hour standby

Servicing Water Systems and Providing Emergency/Alternative Systems of Water Delivery

01	Lead Pipefitter	9	8 hours/day, 5 days/week; 24-hour standby
01	Pipefitter	3	8 hours/day, 5 days/week; 24-hour standby
02	Water Service Supervisor III	1	8 hours/day, 5 days/week; 24-hour standby
03	Water Service Supervisor IV	4	8 hours/day, 5 days/week; 24-hour standby
03	Water Service Clerk-Dispatcher	1	8 hours/day, 5 days/week
04	Water Service Superintendent	2	8 hours/day, 5 days/week

DEPARTMENT OF PUBLIC WORKS - WASTEWATER TREATMENT

Cesspool Pumping and Chemical Treatment

01	Cesspool Pumping Equipment Operator	5	8 hours/day, M-F, 7:00am-3:30pm
01	Cesspool Worker	5	8 hours/day, M-F, 7:00am-3:30pm

Collection System Maintenance - Emergency Response to Sewage Back-Up

02	Wastewater Collection System Supervisor	5)))))	8 hours/day, M-F, (2 crews), Sat-Sun, (1 crew); 7:00am-3:30pm
01	Wastewater Collection System Repairer	10))))	8 hours/day, M-F, (1 crew), Sat-Sun, (1 crew); 3:00pm-11:30pm
01	Wastewater Collection System Helper	10)	

Wilson Tunnel Lighting and Ventilation System

01	Lead Tunnel Systems Electrician	1		8 hours/day, 5 days/week; Standby
01	Tunnel Systems Electrician	3		3 shifts/24 hours; 8 hours/day, 7 days/week

Maintenance and Repair of Equipment of Wastewater Treatment and Pumping Plants

13	Wastewater Plant Mechanical Maintenance Section Superintendent	1		8 hours/day, 5 days/week; Standby
02	Wastewater Plant Maintenance Supervisor II	1		8 hours/day, 5 days/week
01	Lead Wastewater Plant Maintenance Mechanic	2		8 hours/day, 5 days/week; Standby
01	Wastewater Plant Maintenance Mechanic	2		8 hours/day, 5 days/week; Standby

Maintenance and Operation of Sewage and Storm Drain Pump Stations and Related Appurtenances

04	Wastewater Pumping Station Superintendent	1		8 hours/day, 5 days/week; Standby
02	Wastewater Pumping Operations Supervisor	4		8 hours/day, 5 days/week; Standby
01	Wastewater Pump Plant Operator	16		8 hours/day, 5 days/week; Standby

Maintenance and Operation of Honouliuli Wastewater Treatment Plant

13	Wastewater Plant Superintendent	1	8 hours/day, 5 days/week; Standby
04	Wastewater Plant Process Superintendent	1	8 hours/day, 5 days/week; Standby
04	Wastewater Plant Maintenance Superintendent	1	8 hours/day, 5 days/week
02	Wastewater Plant Supervisor IV	1	8 hours/day, 5 days/week; Standby
01	Wastewater Treatment Plant Operator	4	8 hours/day, 5 days/week
01	Wastewater Treatment Plant Worker - Truck Driver I	1	8 hours/day, 5 days/week
01	Lead Wastewater Plant Maintenance Mechanic	1	8 hours/day, 5 days/week; Standby
01	Wastewater Plant Maintenance Mechanic	1	8 hours/day, 5 days/week; Standby

Maintenance and Operation of Sand Island Wastewater Treatment Plant

13	Wastewater Plant Superintendent	1	8 hours/day, 5 days/week; Standby
04	Wastewater Process Superintendent	1	8 hours/day, 5 days/week; Standby
04	Wastewater Plant Maintenance Superintendent	1	8 hours/day, 5 days/week; Standby
02	Wastewater Plant Supervisor IV	4	8 hours/day, 5 days/week; Standby
02	Wastewater Plant Electrical/ Electronic Supervisor	1	8 hours/day, 5 days/week; Standby
01	Wastewater Treatment Plant Operator	20	3 shifts/24 hours; 8 hours/day 5 days/week
01	Wastewater Plant Maintenance Mechanic	1	8 hours/day, 5 days/week; Standby
01	Lead Wastewater Plant Maintenance Mechanic	1	8 hours/day, 5 days/week; Standby

01	Lead Electronic Technician	1	8 hours/day, 5 days/week
01	Electronic Technician	1	8 hours/day, 5 days/week
01	Heavy Truck Driver II	2	8 hours/day, 5 days/week

Maintenance and Operation of Leeward/Windward Wastewater Treatment Plants

Waianae/Nanakuli

02	Wastewater Treatment Plant Supervisor II	1	8 hours/day, 5 days/week; Standby
01	Wastewater Treatment Plant Operator II	1	8 hours/day, 5 days/week
13	Wastewater Plants Superintendent	1	8 hours/day, 5 days/week; Standby

Mililani

02	Wastewater Treatment Plant Supervisor IV	1	8 hours/day, 5 days/week; Standby
01	Wastewater Treatment Plant Operator IV	2	8 hours/day, 5 days/week
01	Heavy Truck Driver II	1	8 hours/day, 5 days/week

Wahiawa

02	Wastewater Treatment Plant Supervisor III	1	8 hours/day, 5 days/week; Standby
01	Wastewater Treatment Plant Operator III	3	8 hours/day, 5 days/week
01	Heavy Truck Driver II	1	8 hours/day, 5 days/week

Whitmore

02	Wastewater Treatment Plant Supervisor II	1	8 hours/day, 5 days/week; Standby
----	--	---	--------------------------------------

Paalaakai/Kahuku

01	Wastewater Treatment Plant Operator III	2	(1) 8 hours/day, 5 days/week (1) 8 hours/day, 2 days/week
----	---	---	--

Ahuimanu

02	Wastewater Treatment Plant Supervisor IV	1	8 hours/day, 5 days/week; Standby
01	Wastewater Treatment Plant Operator IV	1	8 hours/day, 2 days/week
01	Wastewater Treatment Plant Worker - Truck Driver	1	8 hours/day, 5 days/week

Kaneohe

02	Wastewater Treatment Plant Supervisor III	1	8 hours/day, 5 days/week; Standby
01	Wastewater Treatment Plant Operator III	2	8 hours/day, 5 days/week
01	Wastewater Treatment Plant Worker - Truck Driver	1	8 hours/day, 5 days/week

Kailua

02	Wastewater Treatment Plant Supervisor IV	1	8 hours/day, 5 days/week; Standby
01	Wastewater Treatment Plant Operator IV	3	8 hours/day, 5 days/week
01	Wastewater Treatment Plant Worker - Truck Driver	1	8 hours/day, 5 days/week

Pohakupu/Kukanono Maunawili

02	Wastewater Treatment Plant Supervisor II	1	8 hours/day, 5 days/week; Standby
01	Wastewater Treatment Plant Operator II	2	8 hours/day, 5 days/week

Waimanalo

02	Wastewater Treatment Plant Supervisor III	1	8 hours/day, 5 days/week; Standby
----	---	---	--------------------------------------

01	Wastewater Treatment Plant Operator III	1	8 hours/day, 2 days/week
----	---	---	-----------------------------

Additional Personnel

02	Wastewater Treatment Plant District Supervisor	1	8 hours/day, 5 days/week; Standby
----	--	---	--------------------------------------

Installation, Maintenance, Repair, Calibration and Testing of Electrical, Electronics, Telemetry and Communication Equipment

13	Wastewater Plant Electrical/Electronic Section Superintendent	1	8 hours/day, 5 days/week; Standby
01	Senior Plant Electrician	2	8 hours/day, 5 days/week; (1 - Standby)
01	Plant Electrician	2	8 hours/day, 5 days/week; (1 - Standby)
03	Telemetry Supervisory Control Technician II	1	8 hours/day, 5 days/week; Standby
03	Telemetry Supervisory Control Technician I	1	8 hours/day, 5 days/week; Standby

DEPARTMENT OF PUBLIC WORKS - REFUSE COLLECTION AND DISPOSAL SERVICES

Refuse Collection (All Districts)

04	Refuse Collection Superintendent II	1	When called
04	Refuse Collection Superintendent I	3	When called
04	District Road Maintenance Superintendent	2	When called
02	Refuse Collection Supervisor I	15	When called
01	Refuse Collection Crew Leader	122	When called
01	Refuse Collector	265	When called
01	Heavy Truck Driver - Utility Worker	2	When called

03	Refuse Collection Clerical Assistant	1	When called
----	--------------------------------------	---	-------------

03	Clerk	1	When called
----	-------	---	-------------

Refuse Collection (Transfer Station - Shafter Flats)

02	Transfer Station Supervisor II	1	When called
----	--------------------------------	---	-------------

02	Transfer Station Supervisor I	2	When called
----	-------------------------------	---	-------------

01	Transfer Equipment Operator	6	When called
----	-----------------------------	---	-------------

01	Heavy Truck Driver II	12	When called
----	-----------------------	----	-------------

01	Laborer II	2	When called
----	------------	---	-------------

Refuse Disposal - (Waipahu Incinerator)

04	Refuse Disposal Facilities Superintendent	1	When called
----	---	---	-------------

02	Incinerator Plant Supervisor II	1	When called
----	---------------------------------	---	-------------

02	Incinerator Plant Supervisor I	2	When called
----	--------------------------------	---	-------------

02	Incinerator Plant Electrical/ Mechanical Supervisor	1	When called
----	--	---	-------------

01	Incinerator Plant Operator	6	When called
----	----------------------------	---	-------------

01	Incinerator Crane Operator	3	When called
----	----------------------------	---	-------------

01	Utility Incinerator Plant Operator	8	When called
----	------------------------------------	---	-------------

01	Heavy Truck Driver I	4	When called
----	----------------------	---	-------------

01	Laborer II	1	When called
----	------------	---	-------------

01	Landfill Bulldozer Operator	1	When called
----	-----------------------------	---	-------------

01	Senior Plant Electrician	2	When called
----	--------------------------	---	-------------

01	Plant Electrician	3	When called
----	-------------------	---	-------------

01	Lead Incinerator Plant Maintenance Mechanic	2	When called
----	---	---	-------------

01	Plant Maintenance Mechanic	6	When called
----	----------------------------	---	-------------

01	Plant Maintenance Mechanic Helper	2	When called
----	-----------------------------------	---	-------------

03	Storekeeper II	1	When called
<u>Operation of Landfill Operations</u>			
<u>Kapaa</u>			
02	Sanitary Landfill Supervisor II	1	7:00am-5:00pm, Thurs-Sun
02	Sanitary Landfill Supervisor I	1	7:00am-5:00pm, M-Thurs
01	Landfill Bulldozer Operator	6	7:00am-5:00pm, M-Sun
01	Sanitary Landfill Attendant	6	7:00am-5:00pm, M-Sun
<u>Waianae</u>			
01	Construction Equipment Operator	1	7:00am-3:30pm, M-Sat
<u>Haleiwa</u>			
01	Construction Equipment Operator	1	7:00am-3:30pm, M-Sat
04	District Road Maintenance Superintendent (Waianae-Kawailoa)	2	7:00am-3:30pm, M-Sat

HAWAII

DEPARTMENT OF WATER SUPPLY

District I (North and South Hilo, Puna, and Ka'u)

Plant Section

02	Water Plant Electrician-Mechanic Supervisor	1	8 hours/day; 5 days/week + Standby, non-working hours
01	Water Plant Operator	3	8 hours/day; shift work; 5 days/week; Total 40 hours/week
01	Water Plant Electrician-Mechanic Helper	1	8 hours/day; shift work; 5 days/week
01	Lead Water Plant Electrician-Mechanic	1	8 hours/day; 5 days/week
01	Lead Pipefitter (Ka'u)	1	8 hours/day; 5 days/week

01	Water Plant Electrician-Mechanic	1	Standby, nonworking hours
01	Water Plant Electrician-Mechanic	1	Standby; 8 hours/day; 5 days/week
01	Water Plant Maintenance Mechanic	1	Standby; 8 hours/day; 5 days/week
13	Mechanical Engineer V	1	Standby
<u>Field Section</u>			
02	Water Service District Supervisor II	1	8 hours/day; 5 days/week + Standby, nonworking hours
01	Waterworks Keeper	1	4 hours/day; 6 days/week
01	Lead Pipefitter	1	8 hours/day; 5 days/week
01	Pipefitter	1	8 hours/day; 5 days/week
01	Lead Pipefitter	1	Standby, nonworking hours
01	Pipefitter Helper	1	Standby, nonworking hours
01	Pipefitter (Ka'u)	1	Standby, nonworking hours
01	Lead Pipefitter	1	Standby, 8 hours/day; 5 days/week
01	Pipefitter	1	Standby, 8 hours/day; 5 days/week
01	Pipefitter (Ka'u)	1	Standby, 8 hours/day; 5 days/week
01	Water Meter Mechanic	1	On call; 8 hours/day; 5 days/week
03	Account Clerk	1	8 hours/day; 5 days/week

District II (Hamakua, North and South Kohala)

Plant and Field Sections

02	Water Service District Supervisor II	1	8 hours/day; 5 days/week + Standby, non-working hours
01	Water Treatment Works Operator	1	8 hours/day; 5 days/week
01	Water Plant Electrician-Mechanic	1	8 hours/day; 5 days/week
01	Pipefitter (Hamakua)	1	8 hours/day; 5 days/week
01	Lead Pipefitter (North Kohala)	1	4 hours/day; 5 days/week
01	Pipefitter (Hamakua)	1	Standby, nonworking hours + 2 hours/day on weekends and holidays
01	Pipefitter (Kohala)	1	Standby, nonworking hours + 3 hours/day weekends and holidays
01	Water Plant Electrician-Mechanic	1	Standby; 8 hours/day; 5 days/week

Field Section

01	Lead Pipefitter	1	8 hours/day; 5 days/week
01	Pipefitter	2	Standby; 8 hours/day; 5 days/week

District III (North and South Kona)

Plant Section

02	Water Service District Supervisor II	1	8 hours/day; 5 days/week + Standby, non-working hours
01	Lead Water Plant Electrician-Mechanic	1	8 hours/day; 5 days/week

01	Water Plant Operator	1	8 hours/day; 5 days/week
----	----------------------	---	--------------------------

Field Section

01	Pipefitter	1	Standby, nonworking hours + 3 hours/day on weekends and holidays
----	------------	---	--

01	Water Plant Electrician-Mechanic	1	Standby; 8 hours/day; 5 days/week
----	----------------------------------	---	-----------------------------------

01	Lead Pipefitter	1	8 hours/day; 5 days/week
----	-----------------	---	--------------------------

01	Pipefitter	2	Standby; 8 hours/day; 5 days/week
----	------------	---	-----------------------------------

DEPARTMENT OF PUBLIC WORKS - SEWER SERVICES

Wastewater Treatment and Pumping Operations for West Hawaii

02	Wastewater Treatment Plant Supervisor	1	8 hours/day; M-F
----	---------------------------------------	---	------------------

01	Wastewater Treatment Plant Operator III	2	8 hours/day; M-F, 5 hours/day; weekends
----	---	---	---

01	Wastewater Treatment Plant Operator II	1	8 hours/day, M-F
----	--	---	------------------

Wastewater Treatment and Pumping Operations for South Hilo

02	Wastewater Treatment Plant Supervisor	1	Actual hours, M-F; Minimum 5 hours/day
----	---------------------------------------	---	--

01	Wastewater Treatment Plant Operator III	2	Actual hours, 7 days Minimum 5 hours/day
----	---	---	--

Wastewater Treatment Operations Kulaimano Wastewater Treatment Plant

01	Wastewater Treatment Plant Operator II	2	Actual hours, 7 days Minimum 3 hours/day
----	--	---	--

Sewer Line Maintenance--South Hilo

02	Sewer Maintenance Supervisor	1	Actual hours, M-F Minimum, 3 hours/day + Standby nonworking hours
----	------------------------------	---	---

01	Sewer Maintenance Repairer	3	Actual hours, M-F Minimum, 3 hours/day + Standby nonworking hours
----	----------------------------	---	--

Sewer Line Maintenance--North Kona

02	Sewer Maintenance Supervisor	1	Standby
01	Sewer Maintenance Repairer	2	Standby

Maintenance Mechanic for East and West Hawaii

02	Sewage Plant Maintenance Mech. Supervisor	1	Standby
01	Sewage Plant Maintenance Mechanic	2	Standby

DEPARTMENT OF PUBLIC WORKS-REFUSE AND GARBAGE

East Hawaii Activities

Hilo Compaction Disposal

01	Sanitary Landfill Caretaker	3	8 hours/day; 5 days/week; 7 day operation
----	-----------------------------	---	---

Hilo Collection

01	Equipment Operator III	2	8 hours/day; 5 days/week; 7 day operation
----	------------------------	---	---

Hilo Disposal

01	Sanitary Landfill Supervisor	1	8 hours/day; M-F
01	Equipment Operator III	2	8 hours/day; 5 days/week; 7 day operation

Hamakua Collection

01	Equipment Operator III	1	Actual hours; 7 day/week
----	------------------------	---	-----------------------------

Hamakua-Kohala Compaction

01	Sanitary Landfill Caretaker	1	8 hours/day; 5 days/week; 7 day operation
----	-----------------------------	---	---

West Hawaii Activities

South Kohala Disposal

01 Equipment Operator III 1 Actual hours, M-F

Kona Compaction and Disposal

01 Sanitary Landfill Caretaker 2 8 hours/day; 5 days/week; 7 days/week

Kona Collection

01 Equipment Operator II)
)
) 2 8 hours/day; 5 days/week; 7 day operation
)
)

Kona Disposal

01 Equipment Operator II)

Ka'u Compaction

01 Sanitary Landfill Caretaker 1 Actual hours; 7 days/week

MAUI

REFUSE

Wailuku

01 Driver 6 When called

01 Collector 12 When called

Makawao

01 Driver 3 When called

01 Collector 6 When called

Lahaina

01 Driver 2 When called

01 Collector 4 When called

Hana

01 Equipment Operator III 1 When called

01 Laborer II 2 When called

Molokai

01	Equipment Operator III	1	When called
01	Laborer II	2	When called

Lanai

01	Lanai District Maintenance Worker II	1	When called
01	Lanai District Maintenance Worker I	2	When called

LANDFILL

Wailuku

02	Public Works District Overseer	1	8 hours/day, M-F and Standby for Sat, Sun and holidays
01	Equipment Operator IV	4	Tues & Fri, 8 hours/day/person
01	Landfill Dozer Operator	1	Sat and Sun

Makawao

02	Public Works District Overseer	1	8 hours/day, M-F, and Standby for Sat, Sun and holidays
01	Equipment Operator IV	2	Fri, 8 hours/day/person
01	Landfill Dozer Operator	1	Sat and Sun

Lahaina

01	Equipment Operator IV	3	Fri; 8 hours/day/person
01	Landfill Dozer Operator	1	M-F (8 hours); Sat-Sun (4 hours)

Hana

01	Equipment Operator IV	1	M-F; 8 hours/day/person
----	-----------------------	---	-------------------------

Molokai

02	Hwy Constr/Maint Supvr I	1	8 hours/day, M-F, and Standby for Sat, Sun and holidays
01	Equipment Operator IV	1	M-F (8 hours); Sun (4 hours)

Lanai

01	Lanai District Maintenance Supvr	1	M-F (4 hours)
----	----------------------------------	---	---------------

SEWERS

13	Sanitary Chemist	1	8 hours/day, M-F, and Standby for Sat, Sun and holidays
01	Sewer Maintenance Repairer I	1	Standby, 24 hours
01	Sewer Maintenance Helper	1	Standby, 24 hours
02	WW Treatment Plant Supervisor Kah/Kihe/Lah	3	7 days/week; 8 hours/day
01	Asst WW Treatment Plant Operator Kah/Kihe	4	7 days/week; 8 hours/day
01	Molokai WW Treatment Plant Operator	1	M-F, 8 hours, Standby on off-duty hours

CESSPOOL PUMPING

Molokai

01	Equipment Operator III	1	M-F, 8 hours, Standby
01	Laborer II	1	M-F, 8 hours, Standby

Wailuku-Lahaina

01	Equipment Operator III	1	M-F, 8 hours
01	Cesspool Worker	1	M-F, 8 hours

Makawao

01	Equipment Operator III	2	M-F, 8 hours
01	Cesspool Worker	2	M-F, 8 hours

Lanai

02 Lanai District Maintenance Supervisor 1 M-F, 8 hours

WATER PUMPING

01 Plant Electrician 1 8 hours/day; 5 days/week + standby

01 Plant Electrician Helper 1 8 hours/day; 5 days/week + standby

01 Water Plant Maintenance Mechanic 1 8 hours/day; 5 days/week + standby

DISTRIBUTION SYSTEM

02 Water Service District Supervisor, Lahaina 1 8 hours/day; 5 days/week + standby

02 Water Service Supervisor 2 8 hours/day; 5 days/week + standby

01 Pipefitter II 2 8 hours/day; 5 days/week + standby

01 Valve Repair/Pipefitter II 1 8 hours/day; 5 days/week + standby

01 Pipefitter I 3 8 hours/day; 5 days/week + standby

01 Equipment Operator III 2 8 hours/day; 5 days/week + standby

01 Construction Equipment Mechanic II 1 8 hours/day; 5 days/week + standby

WATER QUALITY

13 Water Quality Coordinator 1 8 hours/day; 5 days/week + standby

13 Civil Engineer V 1 8 hours/day; 5 days/week

03 Laboratory Assistant 3 8 hours/day; 5 days/week + Standby

01 Chlorination Worker II 1 8 hours/day; 5 days/week + standby

01 Chlorination Worker I 3 8 hours/day; 5 days/week + standby

Molokai

02	Water Service District Supervisor	1	8 hours/day; 5 days/week + standby
01	Pipefitter I	1	8 hours/day; 5 days/week + standby
01	Pipefitter Helper	1	8 hours/day; 5 days/week + standby

Hana

02	Water Service District Supervisor	1	8 hours/day; 5 days/week + standby
01	Pipefitter Helper	1	8 hours/day; 5 days/week + standby
01	Laborer II	1	8 hours/day; 5 days/week + standby

KAUAI

WATER

01	District Water Chief	1	8 hours/day; M-F
01	Plant Electrician	1	8 hours/day; M-F
01	Auto Mechanic	1	8 hours/day; M-F
01	Lead Pipefitter	2	8 hours/day; M-F
01	Pipefitter	2	8 hours/day; M-F
03	Water Service Clerk-Dispatcher	1	8 hours/day; M-F
02	Water Service Supervisor III	1	8 hours/day; M-F

REFUSE

01	Refuse Truck Driver	4	8 hours/day; M-F
01	Laborer	4	8 hours/day; M-F
01	Refuse Collector	8	8 hours/day; M-F
01	Construction Equipment Operator II	2	8 hours/day; M-F

01	Construction Equipment Operator I	1	8 hours/day; M-F
01	Construction Equipment Mechanic	1	Standby
01	Field Automotive Service Worker	1	Standby
01	Automotive Mechanic I	1	Standby

WASTEWATER

01	Wastewater Treatment Plant Operator	4	8 hours/day; M-F
01	Sewage Treatment Plant Maintenance Mechanic	1	8 hours/day; M-F
02	Wastewater Treatment Plant Supervisor	1	8 hours/day; M-F
01	Sewer Maintenance Worker	1	Standby

GENERAL ORDERS

The Board further orders the following in the event of a strike by Unit 1, 2, 3, 4 and 13 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 respective 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 1, 2, 3, 4 and 13 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. Each 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 respective 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.

Essential employees required to be on standby duty shall respond to requests for work when notified by the Employer. These employees must be available and shall provide the necessary telephone numbers and locations where they can be reached when needed. If no specific standby period is stated, the position shall be deemed to be on standby 24 hours per day, and 7 days per week.

4. An essential employee shall report to work as directed by each 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. In the event an absence is based upon a medical disability, a statement from a physician shall be submitted to the Employer on a form provided by 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.

If the Employer is unable to fill the essential position with an incumbent, the Employer may assign other employees who are capable of satisfactorily performing the functions, duties and responsibilities of the essential position, and shall notify the Board accordingly.

6. In the assignment of incumbents or other employees to essential positions, the Employer shall refrain from assigning persons designated as picket line captains, stewards, negotiation team members and Union Board of Directors members unless there are no other employees capable of satisfactorily performing the functions, duties and responsibilities of the essential positions.

Respondents shall furnish the respective Employers with the names of picket line captains, stewards, negotiation team members and Board of Directors members within 24 hours of the issuance of this order designating essential positions.

7. 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.

8. 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 at the close of this proceeding or during a strike. 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 at least 24 hours before the onset of a strike.

9. Employer may designate one entrance to every worksite having multiple entrances specifically to permit uninhibited ingress and egress by employees in positions designated as essential by the Board, and private employees only. The Employer shall notify the Union that these designated entrances shall be free of any pickets. Should the Employer fail to monitor the designated entrances and access is permitted to other than essential and private employees, the entrances may be lawfully picketed.

Worksites, building or facilities which have only one entrance may be picketed, but persons on the picket lines shall permit anyone to cross the picket lines.

10. To ensure the health or safety of the public, all picket lines of Unit 1, 2, 3, 4 and 13 employees shall be supervised by an on-site picket line captain designated by the Union.

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, the Union, 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 the Union.

11. The State Department of Health shall monitor the refuse and public facilities sanitation from the outset of a strike and report to this Board the deterioration of conditions which, in the Department's opinion, present an imminent or present danger to public health or safety.

12. In addition to the general and staffing orders, the following order shall apply to the Unit 1, 2, 3, 4 and 13 employees working in the Refuse Collection and Disposal positions.

a. All refuse collection and disposal positions including, but not limited to, drivers, collectors, equipment operators and laborers, shall be deemed essential for Petitioners City and County of Honolulu, County of Maui, County of Hawaii and County of Kauai upon the following conditions:

(1) A declaration of a health hazard has been issued by the Department of Health, State of Hawaii [DOH] and filed by DOH with this Board.

(2) The Board shall immediately notify Petitioners of the affected area as declared by DOH.

b. Employers shall give notice to all refuse collection and disposal employees of the foregoing conditions in accordance with Chapter 89, HRS.

c. Upon receipt of notification from the Board of a health hazard, Petitioners may give subsequent notice to employees by publication (newspaper, radio and/or television). Publication by newspaper, radio and/or television shall be deemed sufficient notice to the essential employees.

d. Refuse collection and disposal employees shall report to work at the times and places designated by the Employers after receiving subsequent notice from Employers that their services are necessary.

e. Petitioners shall assign employees to perform only those services necessary to eliminate the health hazard in the jurisdiction.

f. Transfer Station and Incinerator employees of the City and County of Honolulu, County of Kauai, County of Maui, and County of Hawaii shall be deemed essential and summoned in the same manner and pursuant to the same conditions contained in items a through d above.

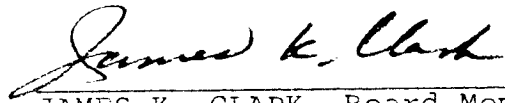
This order may be amended by the Board. Any questions of interpretation of this order shall be brought to the immediate attention of this Board.

DATED: Honolulu, Hawaii, February 18, 1984.

HAWAII PUBLIC EMPLOYMENT RELATIONS BOARD


MACK H. HAMADA, Chairperson

GEORGE R. ARIYOSHI, et al., vs. UNITED PUBLIC WORKERS and HAWAII
GOVERNMENT EMPLOYEES' ASSOCIATION
CASE NOS.: S-01-19a, S-02-19b, S-03-19c, S-04-19d, S-13-19e



JAMES K. CLARK, Board Member



JAMES R. CARRAS, Board Member

Copies sent to:

Charleen M. Aina, Deputy Attorney General
Michael K. Abe, Deputy Corporation Counsel
Patricia K. O'Toole, Deputy Corporation Counsel
Lee Ohigashi, Deputy Corporation Counsel
Warren Perry, Second Deputy County Attorney
Melvin Higa
James A. King, Esq.
Joyce Najita, IRC
Publications Distribution Center
University of Hawaii
Robert Hasegawa, CLEAR
State Archives