

STATE OF HAWAII

HAWAII LABOR RELATIONS BOARD

In the Matter of)	CASE NO. CE-12-241
)	
STATE OF HAWAII ORGANIZATION)	DECISION NO. 368
OF POLICE OFFICERS (SHOPO),)	
)	FINDINGS OF FACT, CON-
Complainant,)	CLUSIONS OF LAW AND ORDER
)	
and)	
)	
JEREMY HARRIS, Mayor of the City)	
and County of Honolulu,)	
)	
Respondent.)	

FINDINGS OF FACT,
CONCLUSIONS OF LAW AND ORDER

On November 29, 1994, Complainant STATE OF HAWAII ORGANIZATION OF POLICE OFFICERS (SHOPO or Union) filed a prohibited practice complaint against the Honolulu Police Department, City and County of Honolulu (HPD), with the Hawaii Labor Relations Board (Board). On December 16, 1994, SHOPO filed a motion to amend its prohibited practice complaint, which was unopposed and subsequently granted by this Board on December 30, 1994. Thereafter, on January 4, 1995, SHOPO filed its amended prohibited practice complaint, naming JEREMY HARRIS, in his capacity as the Mayor of the City and County of Honolulu (Employer) as the Respondent.

SHOPO alleges that the Employer improperly transferred SHOPO officials in violation of Sections 89-13(a)(1), (2), (5) and (8), Hawaii Revised Statutes (HRS), and Articles 1, 4, 7, 11 and 35 of the Unit 12 collective bargaining agreement (contract). The gravamen of SHOPO's complaint deals with whether Article 7 of the

contract was violated when Union officials were ordered to transfer out of their respective units, pursuant to HPD General Order (G.O.) 92-1 which the Union contends is invalid and therefore inapplicable to Union officials. Complainant's Exhibits (C's Exs.) 1, 2.

On January 13, 1995, the Board conducted hearings on the merits of the case. The parties were afforded a full opportunity to examine and cross-examine witnesses and present exhibits. The parties subsequently submitted post-hearing briefs. Based upon a thorough review of the record, the Board makes the following findings of fact, conclusions of law and order.

FINDINGS OF FACT

Complainant SHOPO is the exclusive representative, as defined in Section 89-2, HRS, of police officers employed by the City and County of Honolulu who are included in bargaining unit 12.

Respondent JEREMY HARRIS is the Mayor of the City and County of Honolulu and the public employer as defined in Section 89-2, HRS, of police officers who are members of bargaining unit 12.

SHOPO and Employer are parties to a contract for Unit 12, police officers, effective July 1, 1989 through June 30, 1993, with subsequent contract extensions covering the time period during which these allegations arose.

Article 7, Section 2 of the contract, provides in pertinent part:

The Employer shall not transfer nor reassign employees who are elected officials, employees appointed to elective positions or stewards of the Union from their present position during their terms of office because

of their official capacity with the Union nor for their performance of same unless the employee requests such transfer or reassignment, the employee freely or voluntarily consents thereto, or upon prior proof by the Employer that the transfer or reassignment is due to the normal rotation (without acceleration) of officers within the unit or due to an operational need for special skills which the employee possesses or due to the inability of the employee to perform the essential tasks of his assigned duties. [Emphasis added.]

C's Ex. 1.

Upon his appointment in 1990, HPD Chief of Police Michael S. Nakamura (Nakamura) decided to implement a rotational plan within the HPD to give officers more experience, broaden their knowledge, increase the availability of specialized positions, and create a stronger department. Transcript of the hearing held on January 13, 1995 (Tr.) pp. 130, 183. By letter dated September 26, 1991, Nakamura informed SHOPO Business Manager Gordon Chun (G. Chun), of a proposed general order to supersede G.O. 86-12, concerning Probation, Promotion, Transfer, and Termination. A copy of the proposed G.O. was attached to the letter. Respondent's Exhibit (R's Ex.) B.

By letter dated October 2, 1991, SHOPO requested to meet and confer over the proposed G.O., pursuant to Article 14 of the contract. R's Ex. C. During October of 1991, HPD Assistant Chief Lee Donohue (Donohue) met with G. Chun and SHOPO business agent Rupert Chun regarding the transfer and rotation policy contained within the proposed G.O. Tr. p. 183. Rupert Chun and G. Chun stated that they had no problems with the rotation policy but

wanted to ensure that their stewards would be the last officers to be moved. Id. at 184.

Donohue subsequently drafted an internal report, dated November 5, 1991, to Nakamura detailing the agreement with the Union to modify the proposed G.O. to address Union concerns; more specifically, the HPD agreed to grant a new five-year retention period for existing Union officials, except for the Airport Detail. R's Ex. D. By cover letter dated November 13, 1991, from Nakamura to G. Chun, the HPD clarified aspects of its proposed G.O. to satisfy the Union's concerns and affirmed the five-year retention period for existing Union officials. The letter also informed the Union of the target date for implementation, January 1, 1992, and further set a November 29, 1991 deadline for the submission of additional responses. R's Ex. E. Under the provisions of the G.O., those individuals who were shop stewards on January 1, 1992 would not be subject to rotation until 1997. Tr. pp. 184-86.

G.O. 92-1 was implemented by the HPD on January 2, 1992. G.O. 92-1, Section IV(A)(7) provides that exceptions to the transfer/rotation policy may be authorized by the Chief of Police. C's Ex. 2.

By letter dated December 3, 1993, from Nakamura to G. Chun, the HPD proposed an amendment to G.O. 92-1 to exempt officers in the Criminal Investigation Division (CID) from the rotation policy, thus allowing officers to serve in CID indefinitely. R's Ex. J. In response, by letter dated December 8, 1993, from G. Chun to Merle Stresser of HPD's Research and Development Division, SHOPO requested a meeting on the proposed

amendment to G.O. 92-1, and informed the HPD that SHOPO would be represented by business agent Nelson Moku. R's Ex. K. By a to-from memorandum dated December 20, 1993, Donohue informed Eugene Sathre of the HPD Research and Development Division that at 1015 hours on December 20, 1993, Donohue spoke with Nelson Moku who stated that SHOPO had no problem with the G.O. as written. R's Ex. L.

The HPD thereafter proposed further amendments to G.O. 92-1 by exempting the Criminal Intelligence Unit (CIU) and hardship cases from the rotation policy. These amendments were discussed on February 28, 1994 at a meeting attended by Donohue, SHOPO President Benny Atkinson, SHOPO Business Manager Michael Joy, SHOPO Oahu Chapter Board Chairperson Lawrence Carroll and Pat Alua of HPD. Tr. pp. 186-89.

G.O. 92-1, Section IV, provides in part:

IV. TRANSFER/ROTATION

A. Policy

1. Purpose

In general terms, the purposes of transfer and rotation are to promote the orderly and systematic movement of personnel, enhance individual growth, and stimulate the development of officers whose experience is broad and general rather than narrow and specialized.

2. Definitions

- a. Division-level element: An element that reports to an assistant chief or officer of higher rank.
- b. Patrol elements: Districts 1-7 and Central Receiving Division.

- c. Non-patrol elements: Elements other than Districts 1-7 and Central Receiving Division.

3. Application

The provisions of section IV on rotation apply only to officers in the ranks from MPO through lieutenant, except for matrons and helicopter pilots.

* * *

5. Rotation

- a. Rotation occurs when an officer reaches the time limit allowed for service in one element and is reassigned to another.
- b. In most cases, officers may remain in one division-level, non-patrol element no more than five years. The limit on service in the Airport Detail of District 5 is three years. There is no limit on service in other patrol elements and in the Criminal Investigation Division.
 - (1) The service limit is calculated on the basis of cumulative rather than continuous service. That is, all time spent in an element counts toward the limit.
 - (2) The service limit is calculated on the basis of rank levels. That is, an officer may have five years in one non-patrol element as an MPO/MPOM, another five years in the element as a sergeant/detective, and so on.
 - (3) The service limit is calculated on the basis of permanent assignments. That is, temporary and special assignments are not counted as time away from the element of permanent assignment.
- c. The service limits specified above do not apply to bomb technicians or dog handlers.
- d. Officers in non-patrol assignments will be rotated to patrol elements.

- e. Whenever possible, vacancies in non-patrol elements will be filled by transferring officers from patrol elements.
 - f. In most cases, no more than one-fifth of an element's officers will be rotated out of the element in any calendar year; in the case of the Airport Detail, no more than about one-third will be rotated out.
 - g. Bureau chiefs and division-level commanders shall ensure that personnel are rotated in a timely manner.
6. The department shall execute all personnel movements in an orderly, efficient, and expeditious manner. Prior to the effective date of transfer, the individual shall be equipped for the new assignment and may, if necessary, be given an orientation.
7. Exceptions to the provisions of section IV A may be authorized by the Chief of Police.

C's Ex. 2.

With respect to exemptions and specific exceptions to the rotation policy, Nakamura testified that he exempted CIU and Internal Affairs (IA) from the rotation policy because they "report directly to my office or the deputy chief's office, and they deal with very sensitive internal and intelligence matters." Tr. p. 87. More specifically, CIU officers monitor activities of organized crime groups, are involved in intelligence gathering and require utmost trust. As to IA, " . . . they conduct internal investigations against other employees of the police department and they also are involved in very sensitive investigations." Tr. p. 111. Chief Nakamura also exempted CID from the rotational policy because of the difficulty in getting applicants to transfer into CID from field operations. Tr. p. 88. Assistant Chief Joseph Aveiro (Aveiro) testified that " . . . there is nobody to go into

the division, nobody wants to go into C.I.D." Tr. p. 209. Bomb technicians were also exempted because of the length of time involved in specialized training. Tr. pp. 209-10. Canine handlers were also exempted because of the costs involved in training handlers and animals. Tr. p. 210.

No exemption to the rotational policy was made for the Vice/Narcotics Division, however, Nakamura said that there is room for exemptions and exceptions. Tr. p. 91. One officer within the Vice/Narcotics Division, David Brown, has more than twelve years of service within the division. C's Ex. 13. Aveiro testified that Brown is involved in a large undercover investigation and that " . . . these undercover investigations takes (sic) two or three years, you cannot just move the guy out. I mean, he has informants " Tr. p. 250. Nakamura testified that the Traffic Division and Traffic Investigations were not exempted from the rotational policy. Tr. p. 91. The record is replete with instances of individual exceptions to the rotational policy within divisions which are not exempt. As to individual hardship cases, exemptions were given to individuals who were close to retirement, experiencing child care problems or with spouses in poor health. Tr. pp. 203, 211, 213.

HPD Sergeant Ward Mariani (Mariani) who was assigned to the Specialized Services Division (SSD) was elected as a SHOPO shop steward in April 1994. Tr. pp. 43, 139. On November 10, 1994, Mariani was informed by Lieutenant Wayne Goodwin to submit a transfer request due to the five-year rotation. C's Ex. 3. Mariani indicated that he was a shop steward but was instructed to

submit the transfer request. Id. After contacting the Union, Mariani requested that HPD's transfer request be placed in writing. Id. Subsequently, a series of written communications were transmitted between Major Robert Thomas (Thomas) and Mariani, concerning the submission of Mariani's transfer request, including communications from SHOPO's attorney. C's Exs. 5, 6, 7, 8. Thomas indicated that Mariani had served in the SSD for five years and four months as of November 1994. C's Ex. 5. Mariani submitted his transfer request, dated November 22, 1994. C's Ex. 9.

HPD Edward Whitlock (Whitlock) was appointed Oahu Chapter Assistant Board Director on September 11, 1994 and thereafter was appointed as Oahu Board Interim director on December 12, 1994. Tr. p. 72. By a to-from memorandum dated December 7, 1991, Thomas informed Whitlock who was assigned to SSD that unless he submitted a transfer request prior to 1545 hours on December 7, 1994, the HPD would commence processing a transfer for him. C's Ex. 11.

G.O. 93-1 establishes a departmental policy and procedure governing the movement of police officers from Metropolitan Police Officer (MPO)-I to MPO-II. C's Ex. 14.

Whitlock achieved movement from an MPO-I position to an MPO-II position on March 16, 1993. C's Ex. 13 at p. 56.

HPD Officer Gerald Reese was also assigned to SSD. By a to-from memorandum dated December 8, 1994, Thomas informed Reese that unless he submitted a transfer request prior to 1545 hours on December 8, 1994, the HPD would commence processing a transfer for him. C's Ex. 12. Subsequently, by a to-from memorandum dated December 23, 1994, from Thomas to Reese, Reese was informed that

since he had been a Union official since 1992, pursuant to a letter of agreement, he would not be eligible for transfer from SSD until 1997. R's Ex. G.

DISCUSSION

SHOPO contends that the HPD violated Sections 89-13(a)(1), (2), (5), and (8), HRS. Those sections provide:

89-13 Prohibited Practices; evidence of bad faith. (a) It shall be a prohibited practice for a public employer or its designated representative wilfully to:

(1) Interfere restrain, or coerce any employee in the exercise of any right guaranteed under this chapter;

(2) Dominate, interfere, or assist in the formation, existence of administration of any employee organization;

* * *

(5) Refuse to bargain collectively in good faith with the exclusive representative as required in section 89-9;

* * *

(8) Violate the terms of a collective bargaining agreement; . . .

The Board must first decide whether G.O. 92-1, Section IV is valid and constitutes a normal rotation policy within the context and meaning of Article 7 of the contract.

In SHOPO v. Kauai Police Department, 5 HLRB 327 (1992), the Board reviewed Article 7 of the contract to determine whether the transfer of SHOPO officials violated the contract. In that case, the Board held that the Kauai Police Department failed to consult with SHOPO prior to the implementation of its rotational

policy and thus could not invoke the provisions of Article 7 to legitimize the transfer of Union shop stewards.

In the instant case, it is clear that the HPD sought to implement a policy of rotating its officers. In October of 1991, the HPD sought discussion with SHOPO over implementation of the policy. Upon request by the Union for consultation pursuant to Article 14 of the contract, the HPD met with the Union. After discussing the proposed G.O. with SHOPO and making adjustments to address the Union's concerns, the G.O. was approved and implemented on January 2, 1992.

At that time, in response to SHOPO's concerns, the HPD agreed to retain shop stewards and other Union officials who were serving in those capacities when the G.O. was implemented for five years in their respective units. Thus, those individuals would be exempt from rotation for a period of five years and the earliest time which these individuals would be subject to rotation would be January 2, 1997.

In December of 1993, the Employer decided to amend G.O. 92-1 by exempting the Criminal Investigation Division (CID) from the rotation policy and informed the Union of the proposed amendment. The Union subsequently informed the HPD that the amendment was acceptable.

Thereafter, the HPD proposed further amendments to G.O. 92-1 by exempting the Criminal Intelligence Unit (CIU) and hardship cases from the rotation policy. These amendments were discussed on February 28, 1994 at a meeting attended by Donohue, SHOPO President Benny Atkinson, SHOPO Business Manager Michael Joy, SHOPO Oahu

Chapter Board Chairperson Lawrence Carroll and Pat Alua of HPD.
Tr. pp. 186-89.

Based on the record, the Board majority is satisfied that the HPD comported with Article 14 of the contract by fulfilling its obligation to meet and confer with the Union on the formulation and implementation of G.O. 92-1 and its subsequent amendments relating to the exemption of CID and CIU.

A question arises, however, with the exemption of other non-patrol elements without further discussion or consultation. Based on the record before us, the HPD conducted no further meetings with the Union to confer about additional elements or divisional exemptions to the rotational policy.

The issue posed here is whether the Chief's scope of authority to grant exceptions, under G.O. 92-1(IV)(a)(7) is so broad that exceptions and/or exemptions may be made for any reason to the extent that such actions render the rotation policy anything but the "normal rotational policy" envisioned in Article 7 of the contract.

SHOPO contends that the rotational policy is not "normal" because there are too many exceptions and implementation of the policy appears to be inconsistent among the elements not specifically exempted through the meet and confer process. The Board is mindful that permissive exceptions to the implementation of any administrative rule or policy must be exercised with sound, rational, fair, and reasonable discretion; otherwise, indiscriminate use of such authority could lead to abusive, arbitrary and capricious actions.

While the Union offered substantial statistical data to support its contention that the contemplated movement of one-fifth of the officers in non-exempt elements did not occur, the Board majority finds that the policy refers to one-fifth as the cap or maximum number of officers to be rotated in a calendar year, and not the actual proportion of officers subject to movement. C's Ex. 2. Furthermore, the Board majority recognizes that any new rotational policy requires time for full implementation.

In addition, despite the fact that numerous individual exemptions were authorized, the Board majority nevertheless finds that G.O. 92-1 constitutes a normal rotational policy within the context and meaning of Article 7 of the contract. Absent a showing of animus or bias towards Union officials subject to transfers, or systematic favoritism or arbitrariness, the Board majority further concludes that Chief Nakamura exercised sound, rational, fair and reasonable discretion in excepting individuals in non-exempt non-patrol elements from the policy.

As to the specific statutory violations cited in its complaint, SHOPO contends that HPD's alleged failure to recognize Mariani and Whitlock as Union officials and their subsequent transfers interfered with their rights guaranteed under Section 89-13(a)(1), HRS, and further interfered with the rights of employees to effective representation and selection of Union officials.

Article 7 of the contract, as previously negotiated between SHOPO and the HPD, provides for the rotation of Union officials pursuant to a normal rotational policy. Thus, the Board

majority, in finding that the policy was valid, is constrained to find that the policy and the contract provision from which it is derived does not interfere with the rights of these officers.

As to a violation of Section 89-13(a)(2), HRS, and the allegation that the HPD failed to recognize Mariani and Whitlock as Union officials, it is clear that G.O. 92-1 predates the appointments of both Mariani and Whitlock by more than two years. G.O. 92-1 was implemented on January 2, 1992, while Mariani was appointed as a shop steward in April of 1994, and Whitlock was appointed as Oahu Chapter Assistant Board Director on September 12, 1994 and subsequently appointed as Oahu Board Interim Director on December 12, 1994. Tr. p. 42; C's Ex. M. Therefore, the understanding between SHOPO and the HPD that only SHOPO officials who were in office on January 2, 1992 when G.O. 92-1 was implemented, is applicable and neither Mariani nor Whitlock fall within the parameters of this understanding. Officer Gerald Reese was, however, in office on January 2, 1992, and therefore was properly exempted from transfer until 1997.

The Union also alleges that Section 89-13(a)(5), HRS, was violated when the HPD failed to meet and confer over the exemptions made by Nakamura with respect to CIU and IA. As discussed previously, the Board majority finds that consultation did occur with respect to CIU. With respect to IA, however, it is clear that no consultation ever took place. However, the Board notes that officers assigned to IA are excluded from bargaining unit 12. Therefore, they are not subject to Chapter 89, HRS, and consequently, the Board has no jurisdiction over matters affecting

these individuals. C's Ex. 13. As to the individual hardship cases, the Board majority reiterates its position that Nakamura exercised sound, rational, fair and reasonable discretion in granting these exemptions.

As to allegations that the HPD violated Section 89-13(a)(8), HRS, by violating the contract, the Board majority finds no violation of Articles 1, 4, 11, and 35 of the contract.

With respect to an alleged violation of Article 7 of the contract, G.O. 92-1(IV)(5)(b)(2) provides for an officer's service limit being calculated on the basis of rank levels. The Union contends that Whitlock was promoted from an MPO-I to an MPO-II and consequently his service limit should be based on the period of time he served in SSD as an MPO-II. The issue then is whether or not Whitlock's movement from MPO-I to MPO-II constitutes a promotion.

The Employer argues that Whitlock was eligible for rotation from February 17, 1993, based on a division appointment date of February 16, 1988. In addition, the Employer pointed to Whitlock's testimony that an MPO-II is not equivalent to a sergeant or detective. Furthermore, the Employer concedes that while the movement from MPO-I to MPO-II is presently considered a promotion, it was not considered a promotion at the time G.O. 92-1 was implemented.

The Board majority is persuaded that the movement from MPO-I to MPO-II clearly constitutes a valid promotion. G.O. 93-1 is replete with references to movement from MPO-I to MPO-II as a promotion. Furthermore, there is a distinct difference between the

salaries of MPO-Is and MPO-IIIs. C's Ex. 1, pp. 81-85. Therefore, the Board concludes that Whitlock's service limit in SSD runs from the date of his promotion to MPO-II on March 16, 1993.

In not recognizing a movement from MPO I to MPO II as a change in rank level for the purpose of service limit in a division, the Board finds that the Employer misapplied the provisions of G.O. 92-1. Consequently, the transfer of Whitlock was not due to the "normal rotation" contemplated by Article 7 of the contract and violates that provision. Such a violation constitutes a prohibited practice under Section 89-13(a)(8), HRS.

CONCLUSIONS OF LAW

Pursuant to Sections 89-5 and 89-13, HRS, the Board has jurisdiction over this complaint.

An Employer commits a prohibited practice when it interferes, restrains, or coerces any employee in the exercise of any right guaranteed under this chapter.

The Board majority finds that the Complainant failed to carry its burden of proving that Section 89-13(a)(1), HRS, was violated.

An Employer commits a prohibited practice when it dominates, interferes, or assists in the formation, existence, or administration of any employee organization.

The Board majority finds that the Complainant failed to carry its burden of proving that Section 89-13(a)(2), HRS, was violated.

An Employer commits a prohibited practice when it refuses to bargain collectively in good faith with the exclusive representative as required in Section 89-9, HRS.

The Board majority finds that the Complainant failed to carry its burden of proving that Section 89-9, HRS, and consequently, Section 89-13(a)(5), HRS, were violated.

An Employer commits a prohibited practice when it violates the terms of a collective bargaining agreement.

The Board majority finds that the Complainant failed to carry its burden of proving that Articles 1, 4, 11, and 35 of the contract were violated.

Furthermore, the Employer does not have to consult with the Union on matters, such as exemptions in individual cases, already contained within the scope of authority already granted to the Chief by previous policy, provided such exercise of discretion is sound, rational, fair and reasonable.

The Employer misapplied the provisions of G.O. 92-1 when it failed to use the rank level date of March 16, 1993 in determining Whitlock's seniority for the purposes of the rotation policy. The misapplication of the policy violated Article 7 of the contract and constitutes a prohibited practice under Section 89-13(a)(8), HRS.

ORDER

The Employer shall cease and desist from refusing to recognize a movement in rank from MPO I to MPO II as a promotion in determining whether an employee should be rotated under the provisions of G.O. 92-1.

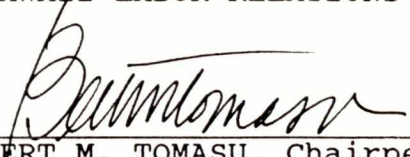
The Employer shall reconsider the rotation of Edward Whitlock under the provisions of G.O. 92-1 based on a service limit in Specialized Services Division calculated from March 16, 1995 (the date of his promotion to MPO II).

The Employer is directed to immediately post copies of this decision in conspicuous places on the bulletin boards at the work sites where the employees of the bargaining unit assemble, and leave such copies posted for a period of sixty (60) consecutive days from the initial date of posting.

The Employer shall notify the Board within thirty (30) days of receipt of this decision of the steps taken by the Employer to comply with the Board's order.

DATED: Honolulu, Hawaii, August 23, 1995.

HAWAII LABOR RELATIONS BOARD


BERT M. TOMASU, Chairperson


RUSSELL T. HIGA, Board Member

OPINION, CONCURRING, IN PART AND DISSENTING, IN PART

While I concur with the Board majority that the HPD complied with the meet and confer provisions of Article 14 when the rotational policy was initially implemented, I disagree with the finding that the rotational policy is normal for purposes of Article 7.

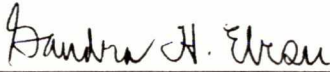
Chief Nakamura himself, who conceptualized and implemented the rotational policy, did not think that full implementation of the policy would ever be a reality. Tr. pp. 116-17. Furthermore, the statistical data offered by the Union revealed that every non-exempt element within the HPD failed to meet the targeted goal of one-fifth of personnel rotating out of the unit per calendar year. C's Ex. 15. Moreover, the Union presented numerous cases of officers in non-exempt elements, such as Narcotics/Vice, Traffic Investigation Division, and Juvenile Crime Prevention Division who clearly exceeded the five-year service limits and were not rotated out.

My concern centers on the inconsistent application of the rotation policy as a result of the granting of a substantial number of exemptions. If HPD is to provide a broad base of experience in an attempt to develop the skills of its personnel as stated by Chief Nakamura, I believe the policy should be applied consistently. Officers should be rotated every five years, with the exemption of CID and IA, with everyone being involved in a transfer. The current application of the policy via exemptions negates the intent as stated by management.

I believe management should be given two years to fully implement its policy which would allow the current shop stewards to serve the membership and allow ample time to groom new replacement stewards among the personnel not yet eligible for transfer.

Failure of the HPD to rotate out one-fifth of each element per year negates a finding that a normal rotational policy exists. Furthermore, I would find that the rotation of shop

stewards prior to non-Union officials who were also eligible for rotation from the same element, would violate the understanding that shop stewards would be the last officers to be moved.


SANDRA H. EBESU, Board Member

Copies sent to:

Randal S. Yoshida, Esq.
Debra A. Kagawa, Deputy Corporation Counsel
Joyce Najita, IRC
William Puette, CLEAR
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