

STATE OF HAWAII

HAWAII LABOR RELATIONS BOARD

In the Matter of)	CASE NOS.:	S-03-32a
)		S-04-32b
STEPHEN K. YAMASHIRO, Mayor,)		S-13-32c
County of Hawaii,)		
)	ORDER NO.	1041
Petitioner,)		
)	ORDER APPROVING STIPULATION	
and)	OF PARTIES; EXHIBIT A	
)		
HAWAII GOVERNMENT EMPLOYEES)		
ASSOCIATION, AFSCME, LOCAL 152,)		
AFL-CIO,)		
)		
Exclusive)		
Representative.)		

ORDER APPROVING STIPULATION OF PARTIES

Petitioner STEPHEN K. YAMASHIRO, Mayor, County of Hawaii (Employer) and Exclusive Representative HAWAII GOVERNMENT EMPLOYEES ASSOCIATION, AFSCME, LOCAL 152, AFL-CIO (HGEA) have stipulated and agreed that certain employees are essential pursuant to § 89-12, Hawaii Revised Statutes, and are therefore prohibited from participating in a strike against the Employer.

The Hawaii Labor Relations Board (Board), as part of its investigation, has reviewed the stipulation of parties and finds that the positions identified by the parties in their stipulation are essential to protect the health and safety of the public. Accordingly, the Board hereby orders that the positions identified in the stipulation of parties, attached hereto as Exhibit A, and incorporated by reference herein, are essential and are required to be staffed in order to avoid an imminent or present danger to the health and safety of the public.

GENERAL ORDERS

The Board further orders the following in the event of a strike by Units 03, 04 and 13 employees:

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

2. The Employer may designate any or all incumbents in the essential positions 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 Units 03, 04, 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.

4. 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.

"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.

5. 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.

"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.

6. The Employer may determine whether the failure or refusal of an incumbent to report to or perform the functions, duties, and responsibilities of positions designated as essential is premised on good cause. The Employer may presume that any such failure or refusal is not for good cause, unless the incumbent designated as an essential employee provides the Employer with a signed statement of the reasons and circumstances for such failure or refusal. In the event that such failure or refusal is based upon a medical disability, a signed statement by a physician

licensed to practice in the State of Hawaii must be submitted upon such forms to be provided by the Employer.

7. 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.

8. The HGEA 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.

9. Work sites, buildings, or facilities may be picketed, but persons on the picket lines shall permit anyone to cross the picket lines without interference. Picketers shall not harass or impede anyone from ingress or egress to the buildings.

10. To minimize confusion in communications between the parties, the Employer and the HGEA 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.

11. 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 HGEA Board of Directors members unless there are no other employees capable of satisfactorily performing the functions, duties and responsibilities of the essential positions. The HGEA shall furnish the Employer with the names of picket line captains, stewards, negotiation team members and Board of Directors members forthwith.

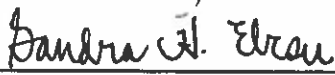
This order may be amended by the Board. Any questions of interpretation of this order shall be brought to the immediate attention of the Board.

DATED: Honolulu, Hawaii, April 17, 1994.

HAWAII LABOR RELATIONS BOARD


BERT M. TOMASU, Chairperson


RUSSELL T. HIGA, Board Member


SANDRA H. EBESU, Board Member

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HAWAII
LABOR BOARD

Attorneys for Petitioner

STATE OF HAWAII

HAWAII LABOR RELATIONS BOARD

In the Matter of)
STEPHEN K. YAMASHIRO, Mayor,)
County of Hawaii)

CASE NOS. S-03-32a)
S-04-32b)
S-13-32c)

Petitioner,)

STIPULATION TO DECLARE)
CERTAIN EMPLOYEES ESSENTIAL)
WORKERS; EXHIBIT A;)

and)

HAWAII GOVERNMENT EMPLOYEES')
ASSOCIATION, AFSCME LOCAL 152)
AFL-CIO)

STIPULATION TO DECLARE CERTAIN
EMPLOYEES ESSENTIAL WORKERS

The HAWAII GOVERNMENT EMPLOYEES'S ASSOCIATION, LOCAL 152, AFSCME, AFL-CIO, (hereinafter "HGEA"), and the COUNTY OF HAWAII, (herein after "COUNTY"), hereby stipulate and agree that the following employees of the County of Hawaii, set forth in exhibit "A", attached hereto and incorporated by reference herein, are essential workers pursuant to section 89-12, and therefore are prohibited from participating in a strike against the COUNTY. It is further agreed that the following employees

EXHIBIT "A"

shall be the only employees deemed to be essential workers pursuant to the foregoing statute. It is further agreed that the stipulation is a final and binding resolution of the dispute and the underlying facts and circumstances which form the subject matter of the above-entitled case.

The number and types of essential workers which are provided for herein can be modified only upon the express written consent of the parties herein only for the purpose of ameliorating an imminent or present danger to the health or safety of the public, with such consent not being unreasonably withheld. As utilized herein, the phrase "imminent or present danger to the health or safety of the public" shall mean a specific and directly identifiable harm that will cause or is very likely to cause physical harm of a person.

Dated this 17th day of April, 1994,

COUNTY OF HAWAII

by Patricia K. O'Toole
PATRICIA K. O'TOOLE
DEPUTY CORPORATION COUNSEL

HAWAII GOVERNMENT EMPLOYEES'
ASSOCIATION

by Charles K.Y. Khim
CHARLES K.Y. KHIM

STAFFING ORDERS

<u>BU & CLASS TITLE</u>	<u>NO. REQUIRED</u>	<u>WHEN REQUIRED</u>
<u>HAWAII COUNTY</u>		
<u>Department of Parks and Recreation</u>		
13 Water Recreation and Safety Supervisor	1	8 hrs/day; 5 days/week
04 Water Safety Officer IV (East Hawaii)	1	8 hrs/day; 5 days/week
04 Water Safety Officer IV (West Hawaii)	1	8 hrs/day; 5 days/week
03 Community Services Aide (1 each district)	9	8 hrs/day; 5 days/week
03 Account Clerk	1	8 hrs/day; 5 days/week
13 Program Specialist I (East Hawaii)	1	8 hrs/day; 5 days/week
13 Program Specialist I (West Hawaii)	1	8 hrs/day; 5 days/week
03 Program Assistant	1	8 hrs/day; 5 days/week
03 Site Manager (West Hawaii-Home Del. Meals)	1	4 hrs/day; 5 days/week
<u>Civil Defense</u>		
13 Civil Defense Plans & Operations Officer	1	8 hrs/day; M-F and on-call
13 Civil Defense Logistics & Supply Officer	1	8 hrs/day; and on-call

EXHIBIT 'A'

Water Supply

03	Laboratory Technician II	1	8 hrs/day; 5 days/week
13	Microbiologist III	1	8 hrs/day; 5 days/week
13	Civil Engineer V	1	8 hrs/day; 5 days/week
13	Mechanical Engineer V	1	On-call
03	Clerk-Dispatcher II	1	1/2 time, a.m.
13	Accountant III	1	1/2 time, a.m.

Fire Department

03	Fire Radio Dispatcher II (2 per shift)	6	8 hrs/day; 5 days/week. (Shift work in 7 days/week 24 hour/day operation)
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Police Department

03	Police Radio Dispatcher II	23	8 hrs/day; 7 days/week (24 hour operation)
03	Police Radio Dispatcher I	3	8 hrs/day; 7 days/week (24 hour operation)
04	Supervising Police Radio Dispatcher	3	8 hrs/day; 7 days/week (24 hour operation)
03	Radio Technician I	3	8 hrs/day; 5 days/week and on-call
04	Radio Technician II	1	8 hrs/day; 5 days/week and on-call
13	Criminalist I	2	8 hrs/day; M-F
13	Criminalist II	1	8 hrs/day; M-F
03	Evidence Custodian	2	8 hrs/day; 5 days/week and on-call
03	Fingerprint Technician	1	8 hrs/day; 5 days/week and on-call
03	Police Records Clerk	5	8 hrs/day; 5 days/week and on-call
03	Clerk Typist	2	8 hrs/day; 5 days/week and on-call

Finance Department, Data Processing Division

03	Computer Operator I	1	7:45 a.m.-4:30 p.m. 5 days/week and OT if necessary
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Office of Housing and Community Development

13	Housing & Community Development Specialist V	1	8 hours/day; 5 days/week
13	Housing & Community Development Specialist IV	1	8 hours/day; 5 days/week
13	Housing & Community Development Specialist III	2	8 hours/day; 5 days/week
13	Housing Quality Standards Technician III	1	8 hours/day; 5 days/week
13	Accountant III	1	1/2 time.

Prosecuting Attorney

03	Account Clerk	1	On-call
03	Legal Clerk III (2 Hilo, 1 Kona)	3	8 hours/day; 5 days/week
03	Legal Clerk IV	1	8 hours/day; 5 days/week
04	Supervising Legal Clerk I	1	8 hours/day; 5 days/week
04	Supervising Legal Clerk II	1	8 hours/day; 5 days/week
13	Victim Witness Counselor II (Kona)	1	8 hours/day; 5 days/week
13	Victim Witness Coordinator (Hilo)	1	8 hours/day; 5 days/week
13	Investigator V (1 Kona, 1 Hilo)	2	8 hours/day; 5 days/week
13	Investigator VI	1	8 hours/day; 5 days/week