

STATE OF HAWAII

HAWAII LABOR RELATIONS BOARD

In the Matter of	)	CASE NOS.:	S-03-41a
	)		S-04-41b
JOHN WAIHEE, III, Governor,	)		S-13-41c
State of Hawaii,)		
	)	ORDER NO.	1051
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 JOHN WAIHEE, III, Governor, State 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 at Hilo Hospital and Maui Memorial Hospital which are 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.


12. The Employer may designate one entrance to every work site having multiple entrances specifically as a "neutral gate" to permit uninhibited ingress and egress by physicians, employees who are working at the work site and who are not included within bargaining units 03, 04 or 13, or employees who have been declared to be essential by the Board. This neutral gate shall also be designated for delivery of equipment and supplies, and also emergency vehicles.

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.

JOHN WAIHEE, III, Governor, State of Hawaii and HAWAII GOVERNMENT
EMPLOYEES ASSOCIATION, AFSCME, LOCAL 152, AFL-CIO; CASE NOS.:
S-03-41a, S-04-41b, S-13-41c
ORDER NO. 1051
ORDER APPROVING STIPULATION OF PARTIES; EXHIBIT A

DATED: Honolulu, Hawaii, April 25, 1994.

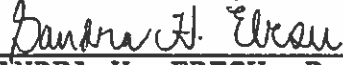
HAWAII LABOR RELATIONS BOARD



BERT M. TOMASU, Chairperson



RUSSELL T. HIGA, Board Member



SANDRA H. EBESU, Board Member

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LABOR RELATIONS BOARD

Attorneys for Petitioner

STATE OF HAWAII

HAWAII LABOR RELATIONS BOARD

In the Matter of	)	CASE NOS.	S-03-41a
	)		S-04-41b
JOHN WAIHEE, III, in his,	)		S-13-41c
capacity as Governor of the)		
State of Hawaii,)		
)		
Petitioner,	)	STIPULATION TO DECLARE CERTAIN	
	)	EMPLOYEES ESSENTIAL WORKERS;	
vs.	)	EXHIBITS "A" & "B"	
)		
HAWAII GOVERNMENT EMPLOYEES')		
ASSOCIATION, AFSCME LOCAL)		
152, AFL-CIO,)		
)		
Respondent.)		

STIPULATION TO DECLARE
CERTAIN EMPLOYEES ESSENTIAL WORKERS

Petitioner, JOHN WAIHEE, III, Governor, State of Hawaii, and Respondent HAWAII GOVERNMENT EMPLOYEES ASSOCIATION, Local 152, AFL-CIO ("HGEA"), hereby stipulate and agree that the following positions of the Department of Health, Division of Community Hospitals set forth in Exhibits "A" and "B", attached hereto and incorporated by reference herein, are

EXHIBIT "A"

deemed essential pursuant to section 89-12, HRS, and therefore employees designated by Petitioner to fill such essential positions are prohibited from participating in a strike against the Petitioner. It is further agreed that the following positions shall be the only positions deemed to be essential 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 with regard to essential employees at Maui Memorial and Hilo Hospital.

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 to a person.

Nothing in this stipulation shall be deemed to be precedent or binding in any subsequent case or matter which relates to Maui Memorial Hospital or Hilo Hospital.

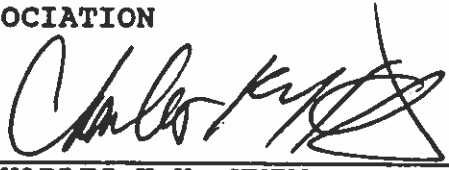
The notices to the essential employees will give the days and times when they are required to work as stated in the exhibits attached hereto.

DATED: Honolulu, Hawaii, April 25, 1994.

STATE OF HAWAII

HAWAII GOVERNMENT EMPLOYEES'
ASSOCIATION

by Gen. H. P. Monis to
for LAWRENCE ISHIMI

by 
CHARLES K.Y. KHIM

2028:1-2

EXHIBIT "A"

**DEPARTMENT OF HEALTH
DIVISION OF COMMUNITY HOSPITALS
HILO HOSPITAL**

<u>BU</u>	<u>CLASS TITLE</u>	<u>NO. OF POSITIONS</u>	<u>WHEN REQUIRED</u>
03	Admitting Clerk I	5	7 Day/Wk; 24 Hr. Coverage; Variable Days/Shifts
04	Inst. Fac. Superintendent I	1	M-F: 7:00am - 3:30pm Sat/Sun: Standby
13	Proc & Supply Spec III	1	M-F: 7:30am - 4:00pm
13	Social Worker IV	.5	M-F: 8:00am - Noon
13	Social Worker III	2 x .5	M-F: 8:00am - Noon Standby
13	Dietitian V	1	5 Day/Wk; Variable Days/Times
13	Med. Rec. Lib. IV	1	M-F: 8:00am - 4:30pm
13	Physical Therapist IV	1	Standby: M-F 6:00am - 6:00pm
03	X-Ray Tech III	1	M-F: 7:00am - 3:30pm
03	X-Ray Tech II	4	7 Day/Wk; 24 Hr. Coverage; Standby as assigned
13	Occup. Therapist IV	1	Standby: M-F 6:00am - 6:00pm
13	Pharmacist III	1	M-F: 8 Hr/Day
13	Pharmacist I	2.5	2 x 7 Day/Wk; 7:30am - 4:00pm; Standby 1 x 7 Day/Wk; 4 Hr/Day Standby
13	Medical Tech V	1	M-F: 8 Hr/Day
13	Medical Tech III	4	7 Day/Wk; 24 Hr. Coverage; Variable days/shift; Standby as assigned
13	Dietitian III	2 x .5	5 Day/Wk; Variable Days/Times

Exhibit "A" cont.
Hilo Hospital
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03	Central Supply Aid II	6	7 Day/Wk: 7:00am - 3:30pm; Variable days/shifts
03	Central Supply Aid III	3	7 Day/Wk: 7:00am - 3:30pm Variable days/shifts
04	X-Ray Tech IV	.5	M-F: 4 Hr/Day
03	Computer Operator II	5	7 Day/Wk; 24 Hr. Coverage; Variable Days/Shifts

EXHIBIT "B"

DEPARTMENT OF HEALTH
DIVISION OF COMMUNITY HOSPITALS
MAUI MEMORIAL HOSPITAL

<u>BU</u>	<u>CLASS TITLE</u>	<u>NO. OF POSITIONS</u>	<u>WHEN REQUIRED</u>
03	X-Ray Tech II	1	8 Hr Day; 5 Day/Wk; Standby
13	Medical Tech V	1	5 Day/Wk; 8 Hr/Day; On-call emergency; variable days
13	Medical Tech IV	1	5 Day/Wk; 8 Hr/Day; On-call emergency; variable days/ shifts
13	Medical Tech III	2	5 Day/Wk; 8 Hr/Day; On-call emergency; variable days/ shifts
13	Physical Therapist IV	1	4 Hr/Day; 6 Days/Wk; variable days; On-call emergency
13	Social Worker IV	.5	5 Day/Wk; 4 Hr/Day; Variable days/shifts
13	Pharmacist III	1	5 Day/Wk; 8 Hr/Day; On-call emergency; Variable days
03	Admitting Clerk I	5	7 Day/Wk; 24 Hr Coverage; Variable days/shifts
13	Pharmacist I	2.5	7 Day/Wk; 2 x 8 Hr/Day; 1 x 4 Hr/Day; On-call emergency; Variable days/shifts
13	Dietitian V	1	5 Day/Wk; 8 Hr/Day; On-call emergency; Variable days/shifts
13	Dietitian III	1	5 Day/Wk; 8 Hr/Day; On-call emergency; Variable days/shifts

Exhibit "B" cont.
Maui Memorial Hospital
Page 2

13	Medical Rec. Lib. IV	1	5 Day/Wk; 8 Hr/Day; On-call emergency; Variable days/shifts
03	Purchasing Tech I	1	5 Day/Wk; 8 Hr/Day; On-call emergency; Variable days/shifts
03	Central Supply Aid III	1	7 Day/Wk; 8 Hr/Day; 7:00am shift; variable days; On-call emergency
03	Central Supply Aid II	2	7 Day/Wk; 8 Hr/Day; 7:00am shift; variable days; On-call emergency
03	Central Supply Aid II	1	7 Day/Wk; 8 Hr/Day; 9:00am shift; variable days; On-call emergency
03	Med. Transcriptionist	.5	4 Hr/Day; 5 Day/Wk; Variable days/shifts
13	Occup. Therapist IV	1	5 Day/Wk; 8 Hr/Day; Regular Hours; Variable days
03	Computer Operator II	3	7 Day/Wk; 24 Hr/Day; variable days & shifts
03	Pre-Audit Clerk I	1	5 Day/Wk; 8 Hr/Day; Regular Hours; Variable days