

STATE OF HAWAII

HAWAII LABOR RELATIONS BOARD

In the Matter of

UNITED PUBLIC WORKERS, AFSCME,
LOCAL 646, AFL-CIO,

Complainant,

and

BARTHOLOMEW A. KANE, State
Librarian, Department of
Education, State of Hawaii
(96-046),

Respondent.

CASE NO. CE-01-308
SEP 18 11:22

STIPULATION AND ORDER
LABOR RELATIONS BOARD

STIPULATION AND ORDER

COME NOW, the United Public Workers, AFSCME, Local 646, AFL-CIO (UPW) and Virginia Lowell, State Librarian, Department of Education, State of Hawaii, and successor in that position to Bartholomew A. Kane, Respondent, by and through their undersigned counsel, and hereby stipulate to the following in the above referenced case.

1. The UPW is at all relevant times an employee organization within the meaning of § 89-2, Hawaii Revised Statutes (HRS).

2. Virginia Lowell has been the State Librarian since August 13, 1998, and is an employer within the meaning of § 89-2, HRS. Prior to Ms. Lowell's appointment into the position, the State Librarian was Bartholomew A. Kane.

3. The UPW represents employees of the Hawaii State Public Library System (HSPLS) in bargaining unit 01, which includes but is not limited to audio visual technicians (AVTs) and automated systems electronic technicians (ASETs).

4. The UPW and the State of Hawaii have been parties to approximately twelve successive collective bargaining agreements since on and after July 1, 1972, covering blue collar non-supervisory employees in bargaining unit 01.

5. In 1995, as a result of a downsizing, the HSPLS began dismantling the media centers at the public and school libraries. Most staff from the media centers were reallocated into ASET positions.

6. In a letter dated February 5, 1996, the UPW wrote to the Employer expressing concern that it had learned that the Employer intended to contract out work routinely performed by ASEts. The Employer planned to award a contract to Dynix/Ameritech, which outsourced maintenance and system coordinator functions to Ameritech staff locally. Prior to this contract, ASEts and Research, Evaluation and Statistics Service (RESS) staff were involved in maintenance of terminals and central site hardware and software for the HSPLS automated system.

7. On or about February 8, 1996, the parties agreed to deploy and reallocate downward approximately 12 bargaining unit 01 employees who occupied light truck driver, janitor II and AVT positions in HSPLS to avoid possible layoffs.

8. ASETs and RESS staff continued to provide support for hardware and software that was not Dynix/Ameritech related.

9. On July 25, 1996, the UPW filed a prohibited practice complaint with the Hawaii Labor Relations Board (Board) alleging that the Employer improperly contracted out work performed by bargaining unit 01 employees in the Hawaii State Public Library System to Ameritech.

10. On September 12, 1996, the parties to the proceeding agreed that "pending a full hearing on the merits of the above referenced complaint, a settlement of the parties, or unless otherwise agreed to by the parties, the audio visual technicians and automated systems electronic technicians represented by the UPW shall not be deployed, transferred or laid off by Respondent to the extent such actions are covered by the scope of the subject matter of this complaint" and that proceedings before the Board would be stayed.

11. On June 9, 1998, the Employer agreed to retain the audiovisual function for the internal needs of the branch libraries while the closure of the media centers at the various public and school libraries would continue.

12. At a status conference held on September 24, 1999, the Employer informed the UPW and the Board that the new State Librarian had undertaken a reorganization of the entire system, including setting up central offices, one of which is a section called Electronic Services Support Section (ESSS). This section includes the current ASETs. It also includes the positions

currently held by Ameritech employees under the Interim Agreement with Ameritech, which is scheduled to run out at the end of December 31, 2000. It also encompasses similar functions as they relate to the new automated system installation and maintenance.

13. The parties hereby agree to abide by the foregoing terms and conditions of their various stipulations and representations made to the Board.

14. The Employer agrees to not contract out bargaining unit 01 work currently performed by unit 01 employees in accordance with the collective bargaining agreement and with chapter 89, HRS, and agrees that all work currently performed by Ameritech employees will be performed by ESSS staff when the Interim Agreement with Ameritech runs out on or about December 31, 2000.

15. A violation of the terms and conditions of this Stipulation and Order shall be subject to the remedies available under chapter 89, HRS, provided nothing herein shall constitute a waiver of any defense by the Employer based on the doctrine of exhaustion of contractual remedies.

16. Upon execution of this Stipulation and Order by the parties and the Board, the above referenced complaint shall

be deemed satisfactorily resolved and the Board's Order shall be final and binding upon the parties.

DATED: Honolulu, Hawaii, 9/18/00.

Francis Paul Keeno
FRANCIS PAUL KEENO
Deputy Attorney General
Attorney for Respondent

Herbert R. Takahashi
HERBERT R. TAKAHASHI
Attorney for Complainant

BOARD ORDER NO. 1929

APPROVED AND SO ORDERED:

Brian K. Nakamura
BRIAN K. NAKAMURA, Chairperson

Kathleen Racuya-Markrich
KATHLEEN RACUYA-MARKRICH, Board Member

Chester C. Kunitake
CHESTER C. KUNITAKE, Board Member