

STATE OF HAWAII
HAWAII LABOR RELATIONS BOARD

In the Matter of

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

Complainant,

v.

PATRICIA HAMAMOTO, Superintendent,
Department of Education, State of Hawaii and
CONNECTIONS, A New Century Public
Charter School,

Respondents.

CASE NO. CE-01-539

ORDER NO. 2457

FINAL ORDER ADOPTING PROPOSED
ORDER AND GRANTING
COMPLAINANT'S MOTION FOR
SUMMARY JUDGMENT

FINAL ORDER ADOPTING PROPOSED ORDER AND
GRANTING COMPLAINANT'S MOTION FOR SUMMARY JUDGMENT


On June 8, 2007, the Hawaii Labor Relations Board ("Board") filed its Proposed Order Granting Complainant's Motion for Summary Judgment ("Proposed Order") in this matter. As the time limit for the filing of exceptions to the Proposed Order has passed without exceptions being filed by any party, the Board hereby adopts the Proposed Order and grants Complainant's Motion for Summary Judgment.

DATED: Honolulu, Hawaii, June 29, 2007

HAWAII LABOR RELATIONS BOARD



BRIAN K. NAKAMURA, Chair



EMORY J. SPRINGER, Member

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PROPOSED ORDER GRANTING UPW'S MOTION FOR SUMMARY JUDGMENT

On August 18, 2003, Complainant UNITED PUBLIC WORKERS, AFSCME, LOCAL 646, AFL-CIO (UPW) filed a prohibited practice complaint with the Hawaii Labor Relations Board ("Board"). The UPW alleges that Respondents PATRICIA HAMAMOTO ("HAMAMOTO"), Superintendent, Department of Education and CONNECTIONS, a New Century Public Charter School ("CONNECTIONS") violated the provisions of Hawaii Revised Statutes ("HRS") § 89-13(a)(1), (5), (7), and (8) when they terminated James Ah Sing ("Ah Sing").

On September 23, 2003, the UPW filed a Motion to Amend Complaint with the Board to amend paragraph 17 of the allegations to add Section 12 (layoffs) which was inadvertently omitted as part of the provisions of the collective bargaining agreement which were wilfully violated.

On September 30, 2003, Respondents filed Respondents' Motion to Dismiss, or in the Alternative, Motion for Summary Judgment with the Board. Respondents contended that the complaint should be dismissed for failure to state a claim upon which relief can be granted or for lack of jurisdiction. Alternatively, Respondents contended that there were no material issues of fact and Respondents were entitled to judgment as a matter of law.

On December 3, 2003, the Board held a hearing on Respondents' foregoing motion. At the hearing, the Board took administrative notice of the proceedings in Case

Nos.: CE-01-537a, CE-02-537b, CE-03-537c, CE-04-537d and CE-06-537e. After hearing the arguments of counsel, the Board announced its inclination to deny Respondents' Motion to Dismiss or in the Alternative, Motion for Summary Judgment.

Thereafter, on March 16, 2004, the UPW filed a Motion for Summary Judgment with the Board. The UPW contended that it was entitled to judgment as a matter of law based on a stipulation and order in United Public Workers, AFSCME, Local 646, AFL-CIO, Case Nos.: CE-01-537a, et seq., which would also apply to reinstate Ah Sing to his position at CONNECTIONS.

On April 1, 2004, the Board held a hearing on the UPW's motion for summary judgment. The parties were allowed full opportunity to plead their respective positions. Based on a thorough review of the evidence and arguments presented, the Board, pursuant to HRS § 91-11,¹ hereby issues the following proposed findings of fact, conclusions of law, and order.

PROPOSED FINDINGS OF FACT

1. The UPW was for all relevant times an employee organization and the exclusive representative, as defined in HRS § 89-2, of the employees in bargaining unit 01, composed of blue collar nonsupervisory employees.
2. PATRICIA HAMAMOTO was, for all relevant times, the Superintendent of the Department of Education ("DOE"), State of Hawaii, and represented the Board of Education in dealing with DOE employees, and is therefore a public

¹HRS § 91-11 provides as follows:

Examination of evidence by agency. Whenever in a contested case the officials of the agency who are to render the final decision have not heard and examined all of the evidence, the decision, if adverse to a party to the proceeding other than the agency itself, shall not be made until a proposal for decision containing a statement of reasons and including determination of each issue of fact or law necessary to the proposed decision has been served upon the parties, and an opportunity has been afforded to each party adversely affected to file exceptions and present argument to the officials who are to render the decision, who shall personally consider the whole record or such portions thereof as may be cited by the parties.

While Board Member Springer did not participate in the hearings in this case, he has reviewed the entire record, including the pleadings, transcripts, and exhibits filed herein. Board Member Hiramami recused herself from participating in this case.

employer within the meaning of HRS § 89-2. CONNECTIONS is a public charter school (“PCS”) representing the interests of the employer with respect to its employees and is therefore a public employer within the meaning of HRS § 89-2.

3. The UPW and public employers were parties to a collective bargaining agreement covering the employees in bargaining unit 01. UPW’s Memorandum in Opposition to Respondents’ Motion to Dismiss and/or for Summary Judgment, Exhibits [“UPW’s Exs.”] 6 and 7.
4. In April 2000, the Board of Education, State of Hawaii authorized and approved CONNECTIONS as the first new century public charter school. UPW’s Ex. 34. The school was originally located at Mountain View on the Big Island where it shared facilities with Mt. View Elementary. Id.
5. On July 21, 2000, the State, the DOE and UPW entered into a Memorandum of Agreement to require all public charter schools to “comply with the Unit 01 Collective Bargaining Agreement that expired on January 31, 2000 until it is replaced by a new Collective Bargaining Agreement.” Ex. 8.
6. On or about September 5, 2000, CONNECTIONS hired Ah Sing as a part-time custodian working 19 hours per week. Ah Sing Declaration (“Decl.”) ¶ 2. Ah Sing was informed that his position was temporary or casual. Id. Ah Sing also worked at Longs. Id. When CONNECTIONS moved to the Kress Store building in downtown Hilo, his hours increased from 19 hours to 40 hours per week starting on or about February 8, 2001 and he was unable to continue working at Longs. Ah Sing Decl. ¶ 3.
7. On or about August 2, 2001, Ah Sing was informed that his job was being changed to a civil service position, Position No. 56376. Ah Sing Decl. ¶ 4. Ah Sing accordingly filed a Separation Notice from his job at CONNECTIONS PCS, Position No. 111418. UPW’s Ex. 2. Ah Sing served a six-month probationary period and was evaluated by Tom Helm (“Helm”) on or about February 8, 2002. Ah Sing Decl. ¶ 4. Helm told him that he did well and passed his probationary appraisal. Id. Ah Sing was never told that this appointment was temporary. Id.
8. By letter dated May 6, 2003, Lawrence T. Jackson, President CPCS Local School Board, wrote to Ah Sing as follows:

On Monday, May 5, 2003, the Connections PCS Local School Board took action to decline to renew your 89 day contract as of June 30, 2003, Please discuss this matter with Mr. John

Thatcher, Connections PCS Chief Educational Officer, if you have any questions.

UPW's Ex. 19.

9. On or about June 27, 2003, Ah Sing was notified that his civil service School Custodian II position was "not being renewed." Ah Sing Decl. ¶ 5, UPW's Ex. 3. Ah Sing was terminated effective June 30, 2003. UPW's Ex. 3. By letter dated July 17, 2003, John Thatcher ("Thatcher"), CEO, CONNECTIONS informed Ah Sing that:

Our Local School board has decided that we can no longer afford to provide custodial services at the Kress Building given the limited funds we will be receiving for the coming school year. Your position (#56376) as a School Custodian II will be eliminated. Thank you for your understanding.

UPW's Ex. 4. Ah Sing was not given a 90-day notice of a layoff due to lack of funds by the DOE or provided an opportunity for placement within the DOE. Ah Sing Decl. ¶ 6. Based upon several subsequent visits to CONNECTIONS, the custodial work was being performed by three non-bargaining unit employees who were not covered by the Unit 01 agreement. Ah Sing Decl. ¶ 7.

10. After separating from CONNECTIONS, Ah Sing was contacted by school personnel to perform on contract during August and September 2003. Ah Sing Decl. ¶ 9. Thereafter, on October 1, 2003, Thatcher told him that he was advised by his attorney to cut all ties with Ah Sing because of the filing of the prohibited practice complaint. Id.
11. On or about June 8, 2003, Roland Kadota ("Kadota"), UPW Hawaii Division Director, learned of a dispute over whether the merit principles would continue to apply to Unit 01 employees of the DOE in a PCS based upon a news article in a local newspaper. Kadota Decl. ¶ 9, UPW's Ex. 12. The June 8, 2003 article in the Hawaii Tribune Herald reported, inter alia, that the Department of Human Resources Development ("DHRD") ruled that six employees in a conversion charter school would no longer be classified as civil service employees under a Waimea Middle School Plan. Id.
12. By letter dated June 9, 2003, Kathleen Watanabe (Watanabe), Director, DHRD advised HAMAMOTO that based on the PCS law, employees of a PCS do not have civil service status. UPW's Ex. 14.

13. By letter dated June 10, 2003, Watanabe noted that HAMAMOTO recommended that the Board of Education issue a charter to Waimea Middle School with the stipulation that the civil service employees remain employees of the DOE for one year. UPW's Ex. 15. Watanabe acknowledged the recommendation and stipulation, adding that the stipulation did not conflict with DHRD's position that the PCS employees were not civil service employees. Id.
14. By letter dated June 12, 2003, based on her position that PCS employees were not civil service employees, Watanabe directed the DOE to convert all PCS positions to reflect that these positions do not have civil service status by June 30, 2003. UPW's Ex. 17.
15. By letter dated June 13, 2003, HAMAMOTO requested Watanabe to extend the June 30, 2003 conversion deadline by 90 days. UPW's Ex. 17-6. By letter dated June 18, 2003, Watanabe agreed with HAMAMOTO's request for a 90-day extension for the conversion of temporary civil service employees to non-civil service status. UPW's Ex. 17-7. Watanabe, however, did not approve of a blanket 90-day extension for permanent civil service PCS employees. Id.
16. On or about June 27, 2003, Kadota requested a list of all DOE employees in public charter schools on the Big Island covered by the Unit 01 agreement, specifying their civil service status. Kadota Decl. ¶ 11. By letter dated July 3, 2003, Ronald Furukawa, DOE personnel regional officer provided Kadota a list of affected employees. Id., UPW's Ex. 18. On July 11, 2003, Kadota learned that Ah Sing would be adversely affected immediately because his employment terminated on June 30, 2003. Kadota Decl. ¶ 11.
17. By memorandum dated July 8, 2003, HAMAMOTO communicated DHRD's position to all PCS administrators with concerns and instructions to inform the employees of such.
18. On or about March 15, 2004, the UPW, the HGEA, HAMAMOTO, and the Board of Education filed a Stipulation and Order in Case Nos.: CE-01-537a, et seq. UPW's Ex. 37. The Stipulation and Order was approved by the Board as Order No. 2237. Id. Among the provisions agreed to by the parties was the reestablishment of positions that the DOE failed to process for hiring on July 1, 2003 because of DHRD's position that employees of PCSs in the DOE do not have civil service status and are no longer part of the merit system. Id.

The Stipulation and Order provides as follows:

5. Classified employees of the Department of Education (DOE) covered by these collective bargaining agreements have historically and customarily been party of the "merit" or "civil service" system of the State of Hawaii. There are approximately 150 classified positions of DOE which are in the public charter schools and covered by such civil service system.

6. The collective bargaining agreements contain provisions for the maintenance of prior rights of employees pursuant to civil service status and rules, and require negotiations before changes in conditions of work may be implemented.

7. On or about June 9, 2003 the Department of Human Resources Development (DHRD) informed Employer of its position (and policy) the employees of public charter schools in the DOE "do not have civil service status" and are no longer part of the merit system.

8. On or about June 12, 2003 DHRD requested Employer to "convert all public charter school positions to reflect the fact that these positions do not have civil service status" by June 30, 2003, and thereafter informed Employer that DHRD would not provide "certified lists of eligible applicants" and "civil service appointments may not be made to fill public charter school positions."

9. On and after July 8, 2003 the aforementioned DHRD position, policy, and actions were communicated to public charter school administrators and employees.

10. As a direct consequence various public charter school employees (in order to preserve and maintain their civil service status, rights and benefits), initiated transfers and other changes in their terms and conditions of work.

11. As a further consequence on or about July 1, 2003 and thereafter, DOE failed to process for hiring approximately fifteen (15) or more public charter school employees in classified positions through the statewide merit system for compliance with civil service requirements, and as a result these employees are currently exempt for civil service coverage.

12. On or about January 13, 2004 public charter school employees were informed by Employer that the June 30, 2003 deadline for compliance with the DHRD position and policy had been extended to June 30, 2004, and that public charter school employees with civil service appointments would continue "with civil service status through June 30, 2004."

13. On or about March 5, 2004 Employer was informed by DHRD that the June 30, 2004 deadline could be extended to September 30, 2004.

14. Employer hereby stipulates and agrees to cease and desist from implementing the aforementioned DHRD position or policy regarding loss of civil service status for public charter school positions and employees, and to make whole all adversely (sic) employees (including but not limited to the restoration or return of said employees to their former public charter school positions without loss of rights, privilege, and benefits).

15. Within 30 days from the date of this Stipulation and Order Employer shall process all currently exempt public charter school employees in classified positions through the statewide merit system and restore them to civil service status. All classified positions in public charter schools shall be restored to the merit system within thirty days.

16. Within 30 days from the date of this Stipulation and Order Employer shall provide to UPW and HGEA a report of its compliance with the make whole provisions herein, and shall provide all public charter school employees a copy of this Stipulation and Order.

Id.

19. Based on the record, the Board finds that given the Employer's varying versions of Ah Sing's employment status and his separation from his job as a custodian at CONNECTIONS at a time when the employment status of charter school employees was at best ambiguous and muddled, Ah Sing fell within the affected class referred to in the Stipulation and Order, Order No. 2237 and should have been reinstated.

DISCUSSION

The UPW contends that Ah Sing was terminated in violation of his collective bargaining rights due to Respondents' wrongful interpretation of his status and rights as a custodian employed by the DOE at CONNECTIONS, a New Century Charter School.

When the instant complaint was filed, the status and rights of public employees at the charter schools were indeed ambiguous and have been the subject of a number of proceedings before the Board. The UPW asserts that the partial resolution of one of the proceedings in Case Nos.: CE-01-537a, et seq., United Public Workers, AFSCME, Local 646, AFL-CIO, provides a basis for an order of summary judgment against Respondent HAMAMOTO. The UPW further asserts that the restoration by the DOE of Ah Sing to his former custodian position at CONNECTIONS is the appropriate remedy. The Board concurs.

PCSs were established by Act 62, SLH 1999, as a part of the public school system:

The legislature finds that as long as a public school complies with the requirements that it be free to all attending students, that its admissions policies be nondiscriminatory, and that it comply with statewide performance standards, a school should otherwise be free from statutory and regulatory requirements that tend to inhibit or restrict a school's ability to make decisions relating to the provision of educational services to the students attending the school.

To nurture the ideal of more autonomous and flexible decision-making at the school level, the legislature supports the concept of new century charter schools.

This autonomy is manifested in statute:

302A-1184 New century charter schools; exemptions. Schools designated as new century charter schools shall be exempt from all applicable state laws, except those regarding:

- (1) Collective bargaining under chapter 89; provided that:
 - (A) The exclusive representatives defined in chapter 89 may enter into agreements that contain

cost and noncost items to facilitate decentralized decisionmaking;

(B) The exclusive representatives and the local school board of the new century charter school may enter into agreements that contain cost and noncost items;

(C) The agreements shall be funded from the current allocation or other sources of revenue received by the new century charter school; and

(D) These agreements may differ from the master contracts;

(2) Discriminatory practices under 378-2; and

(3) Health and safety requirements.

New century charter schools shall be exempt from the state procurement code, chapter 103D, but shall develop internal policies and procedures for the procurement of goods, services, and construction, consistent with the goals of public accountability and public procurement practices. However, where possible, the new century charter school is encouraged to use the provisions of chapter 103D; provided that the use of one or more provisions of chapter 103D shall not constitute a waiver of the exemption of chapter 103D and shall not subject the new century charter school to any other provision of chapter 103D. New century charter schools shall account for funds expended for the procurement of goods and services, and this accounting shall be available to the public. In addition, notwithstanding any law to the contrary, as public schools and entities of the State, new century public charter schools shall not bring suit against any other entity or agency of the State of Hawaii. [L 1999, c 62, pt of 2; am L 2002, c 262, 2]

In this divorce of the PCSs from the DOE, the law does not address the employment rights of public employees assigned to charter schools except to expressly preserve their rights under Chapter 89. The issue before the Board regards the retention of civil service rights. Even though the classified public employees of the DOE covered by collective bargaining agreements have historically and customarily been part of the “merit” or “civil service” system of the State of Hawaii and there are approximately 150 positions

in the DOE that are in the charter schools which were covered by such civil service system, the law is silent on any retention or divorcement of civil service rights and such rights were left undisturbed until Act 62 was implemented.

By letter dated June 9, 2003, Watanabe informed HAMAMOTO that based on PCS law, employees of a PCS did not have civil service status.

By letter dated June 12, 2003, Watanabe directed that the DOE convert all PCS positions to reflect that these positions do not have civil service status by June 30, 2003. By memorandum dated July 8, 2003, HAMAMOTO communicated DHRD's position with concerns and instructions to inform the employees to all PCS administrators.

On July 3, 2003, in United Public Workers, AFSCME, Local 152, AFL-CIO, Case Nos. CE-01-537a, CE-02-537b, CE-03-537c, and CE-04-537d, the UPW and the Hawaii Government Employees Association (collectively "unions") filed a prohibited practice complaint with the Board alleging that Watanabe's direction of divorcement from civil service and HAMAMOTO's implementation of that direction violated the collective bargaining rights of affected charter school employees. The unions asserted that inter alia, that the employers had a duty to at least negotiate the impacts of its decision in that the deprivation of civil service impacted the terms and conditions of employment which are mandatory subjects of negotiation under Chapter 89. The unions alleged two levels of substantial impact upon the terms and conditions of employment. The first level is the deprivation of civil service rights in themselves. The second level is the degree to which the deprivation or derogation of these rights would result in the violation or abrogation contractual rights contained in applicable collective bargaining agreements which incorporate, are dependent upon, or interpret merit principles contained in Chapter 76.

The unions asserted that substantial impacts occur on both levels in conditions of employment and contractual rights regarding wages and benefits, job security, disciplinary procedures, promotions, transfers, work opportunity, layoffs, and the size and composition bargaining units. The employers asserted that no such substantial impacts can be found because they have engaged in implementation so that any such effects are speculative.

In the course of litigating the complaint, Watanabe agreed to defer the effect of her direction until at least September 30, 2004 and HAMAMOTO proceeded to engage in good faith effects bargaining with the workers collective bargaining representatives.

The results of this bargaining in a Stipulation and Order negotiated between the unions and the DOE which was presented before, and accepted by, the Board on March 15, 2002 (Order No. 2237). As part of Stipulation and Order:

14. Employer hereby stipulates and agrees to cease and desist from implementing the abovementioned DHRD position

or policy regarding the loss of civil service status for public charter school positions or employees, and to make whole all adversely (affected) employees (including but not limited to the restoration of said employees to their former charter positions without loss of rights, privileges or benefits.)

By this stipulation, the DOE thus gracefully cut through the Gordian knot of ambiguity, fear and confusion by promising to preserve and restore the civil service rights of effected employees.

The UPW now asserts that Ah Sing falls within the affected class so that summary judgment must be ordered and his status restored. The Respondents contest his inclusion in the class.

On the record before the Board in this case, the Board can only conclude that Ah Sing's employment status and treatment by the Respondents were hopelessly muddled. The record reflects at least six alternative representations of his employment status and consequent reasons for termination:

1. Ah Sing asserts that he was hired to a permanent regular civil service position and that he quits his job at Long's Drugs in order to participate in the benefits of public employment, including health insurance for his children. He was afforded none of his civil service or contractual rights prior to termination.
2. Ah Sing was notified by the school that he was being terminated because his 180 limited term appointment had expired.
3. Ah Sing was notified by the school that he was being terminated because of lack of funding.
4. The UPW claims that its representative was informed by the DOE that Ah Sing was being terminated as a result of the directed loss of civil service status.
5. The DOE claims that Ah Sing's separation was the result of the expiration of his one-year limited term appointment.
6. The DOE document memorializing his separation identifies the abolition of his position as the reason.

Respondents argue that the truth of any or all of the above-stated descriptions represent material issues of fact that preclude summary judgment and compel proceeding to evidentiary hearings with its incumbent delays and costs. Ordinarily, the Board might concur, but in this unique circumstance certain material issues of fact are undisputed:

1. Ah Sing was, and remains, separated from a job as custodian at CONNECTIONS, a new century charter school.
2. The basis for his separation involves unclear and conflicting rationales.
3. The separation took place during a time when the employment status of charter school employees, and concomitant administrative burdens upon charter schools and the DOE, were ambiguous and in flux.
4. The DOE negotiated an agreement to make whole those of its employees caught in the flux.

Sometimes regular human beings are caught in the vortex created when bureaucratic zeal collides with legislative ambiguity. The Board concludes that it is far more likely than not that this is what happened to Ah Sing. When this happens to public employees, Chapter 89 envisions remediation through collective bargaining. This is particularly appropriate in the charter school arena because collective bargaining is the only explicit statutory constraint on administrative discretion. The DOE has participated in the satisfaction of this obligation by entering into the Stipulation and Order.

Respondents' counsel argues appropriately that ordering Ah Sing's reinstatement will not establish the alleged culpability or the literal application of the terms of the Stipulation and Order to his particular circumstances. This may be, but in adjudicating prohibited practice complaints, the Legislature, in HRS § 89-5(g)(4), has commanded that the Board:

- 4) Conduct proceedings on complaints of prohibited practices by employers, employees, and employee organizations and take such actions with respect thereto as it deems necessary and proper.

And having concluded that Ah Sing was in all probability the victim of the confusion surrounding the employment rights and status of public charter school workers, the Board further concludes that it is neither necessary nor proper to put Ah Sing and the parties through the burdens of the uncertainty, time and expense that would be involved in sorting through the minutia of his particular circumstance. The Board therefore orders that Ah Sing

be reinstated or placed a substantially similar position with backpay and the restoration or all appropriate rights and benefits.

PROPOSED CONCLUSIONS OF LAW

1. The Board has jurisdiction over the instant complaint pursuant to HRS §§ 89-5 and 89-14.
2. An employer violates HRS § 89-13(a)(1) by wilfully interfering, restraining or coercing any employee in the exercise of any right guaranteed under Chapter 89.
3. An employer violates HRS § 89-13(a)(5) by wilfully refusing or failing to bargain in good faith with the exclusive representative as required in HRS § 89-9.
4. An employer violates HRS § 89-13(a)(7) by wilfully refusing or failing to comply with any provision of HRS Chapter 89.
5. An employer violates HRS § 89-13(a)(8) by wilfully violating the terms of a collective bargaining agreement.
6. Summary judgment is appropriate if the pleadings, depositions, interrogatories, admissions on file, together with affidavits, if any show there is no genuine issue of any material fact and that the moving party is entitled to judgment as a matter of law. Thompson v. AIG Hawai'i Ins. Co., Inc., 111 Hawai'i 413, 422-23, 142 P.3d 277, 286 (2006). A fact is material if proof of that fact would have the effect of establishing or refuting one of the essential elements of a cause of action or defense asserted by the parties. Stanford Carr Development Corp. v. Unity House, Inc., 111 Hawai'i 286, 141 P.3d 459, 468 (2006).
7. Based upon the evidence in the record, given the confusion in Ah Sing's civil service status, Respondents' less than clear basis for terminating Ah Sing, and the confusion caused by DHRD's instructions to DOE on the rights of public charter school employees, the Board concludes that Ah Sing fell within the terms of the Stipulation and Order and should have been restored to his position under its terms. There being no remaining issues of material fact, the Board hereby grants Complainant's motion for summary judgment finding that Respondents violated HRS § 89-13(a)(8) by not complying with the terms of the Stipulation and Order.

PROPOSED ORDER

Based on the foregoing Proposed Findings of Fact and Conclusions of Law, the Board issues the following order:

1. Respondents shall reinstate Ah Sing to his position pursuant to the Stipulation and Order, dated March 15, 2004.
2. Respondents shall immediately post copies of this decision on their respective websites and in conspicuous places at the work sites where employees of Unit 01 assemble, and leave such copies posted for a period of 60 days from the initial date of posting.
3. Respondents shall notify the Board of the steps taken to comply herewith within 30 days of receipt of this order with a certificate of service to the Complainant.

DATED: Honolulu, Hawaii, June 8, 2007

HAWAII LABOR RELATIONS BOARD



BRIAN K. NAKAMURA, Chair



EMORY J. SPRINGER, Member

FILING OF EXCEPTIONS

Any party adversely affected by the Proposed Findings of Fact, Conclusions of Law and Order may file exceptions with the Board pursuant to HRS § 91-9, within ten days of the service of a certified copy of this document. The exceptions shall specify which proposed findings or conclusions are being excepted to with full citations to the factual and legal authorities therefore. A hearing for the presentation of oral arguments may be scheduled by the Board in its discretion. In such event, the parties will be so notified.

Copies sent to:

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