STATE OF HAWAII

HAWAII LABOR RELATIONS BOARD

In the Matter of UNITED PUBLIC WORKERS, AFSCME, LOCAL 646, AFL-CIO, Complainant, and JEOFFREY S. CUDIAMAT, P.E., Director and Chief Engineer, Department of Facility Maintenance, City and County of Honolulu; KENNETH NAKAMATSU, Director, Department of Human Resources, City and County of Honolulu; and MUFI HANNEMANN, Mayor, City and County of Honolulu, Respondents.	CASE NO.: CE-01-724 ORDER NO. 2749 ORDER DENYING RESPONDENTS' MOTION FOR SUMMARY JUDGMENT, DENYING COMPLAINANT'S CROSS-MOTION FOR SUMMARY JUDGMENT, AND DENYING RESPONDENTS' MOTION TO QUASH DISCOVERY REQUEST; AND NOTICE OF HEARING

ORDER DENYING RESPONDENTS' MOTION FOR SUMMARY JUDGMENT, DENYING COMPLAINANT'S CROSS-MOTION FOR SUMMARY JUDGMENT, AND DENYING RESPONDENTS' MOTION TO QUASH DISCOVERY REQUEST

On August 13, 2009, Complainant UNITED PUBLIC WORKERS, AFSCME, LOCAL 646, AFL-CIO (UPW or Union) filed a prohibited practice complaint (Complaint) against Respondents JEOFFREY S. CUDIAMAT, P.E. (Cudiamat), Director and Chief Engineer, Department of Facility Maintenance, City and County of Honolulu; KENNETH NAKAMATSU (Nakamatsu), Director, Department of Human Resources, City and County of Honolulu; and MUFI HANNEMANN (Hannemann), Mayor, City and County of Honolulu (collectively, Respondents or City and County), alleging Respondents wilfully committed prohibited practices in violation of Hawaii Revised Statutes (HRS) § 89-13(a)(5), (7), and (8), by breaching their duty to bargain in good faith over mandatory subjects, violating the unilateral change doctrine, and abrogating various provisions of the Unit 01 collective bargaining agreement (Agreement); specifically, the Complaint involves wage increases and wage differentials for certain employees in the Department of Facilities Maintenance that were negotiated into a supplemental agreement between the UPW and Respondents.

On October 2, 2009, Respondents filed a Motion to Quash Discovery Request Issued on August 26, 2009; and a Motion for Summary Judgment.

On October 2, 2009, the UPW filed a Motion to Set Date for Hearing on Respondents' Motion for Summary Judgment Under HRCP Rule 56(c).

On October 5, 2009, Respondents filed a Memorandum in Opposition to UPW's Motion to Set Date for Hearing on Respondents' Motion for Summary Judgment.

On October 6, 2009, the UPW filed a Cross-Motion for Summary Judgment.

On October 7, 2009, the UPW filed its Opposition to Respondents' Motion to Quash Discovery Request Issued on August 26, 2009.

Also on October 7, 2009, Respondents filed a Memorandum in Opposition to UPW's Cross-Motion for Summary Judgment.

On October 15, 2009, the Board held oral argument on the parties' outstanding motions pursuant to HRS § 89-5(i)(4) and (5), and Hawaii Administrative Rules (HAR) § 12-42-8(g)(3).

Having carefully considered the pleadings, files, and arguments in this case, the Board makes the following findings of fact, conclusions of law, and order denying Respondents' Motion for Summary Judgment, denying the UPW's Cross-Motion for Summary Judgment, and denying Respondents' Motion to Quash Discovery Request.

FINDINGS OF FACT

1. UPW was or is at all relevant times an employee organization within the meaning of HRS § 89-2[1] for employees belonging to Unit 01.[2]

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[1]HRS § 89-2 provides in relevant part:

> "Employee organization" means any organization of any kind in which public employees participate and which exists for the primary purpose of dealing with public employers concerning grievances, labor disputes, wages, hours, amounts of contributions by the State and counties to the Hawaii employer-union health benefits trust fund or a voluntary employees' beneficiary association trust, and other terms and conditions of employment of public employees.

[2]Pursuant to HRS § 89-6, Unit 01 consists of nonsupervisory employees in blue collar positions.

2. At all relevant times, Respondent Hannemann was the Mayor of the City and County of Honolulu.

3. At all relevant times, Respondent Cudiamat was the Director and Chief Engineer, Department of Facility Maintenance, City and County of Honolulu.

4. At all relevant times, Respondent Nakamatsu was the Director of the Department of Human Resources, City and County of Honolulu.

5. At all relevant times, Respondents were "public employers" within the meaning of HRS § 89-2 for purposes of this Complaint.[3]

6. The UPW and the City and County of Honolulu were parties to the Unit 01 Agreement with effective dates July 1, 2007, through June 30, 2009.

7. On or about June 26, 2008, the UPW and the City and County of Honolulu entered into a Supplemental Agreement governing a "pilot project designed to recruit and retain qualified personnel involved in the repair and maintenance of heavy vehicles/equipment in the City's fleet. This pilot project provides a recruitment/retention incentive for selected positions assigned to the Automotive Equipment Services Division, Department of Facility Maintenance (DFM)."

8. The Supplemental Agreement provided, inter alia, a "recruitment/retention incentive (RRI) of $430 per month shall be provided to DFM positions assigned to the following classes: Fleet Mechanic III (BC-11), Lead Fleet Mechanic II (WS-11), Fleet Technician II (BC-12), Heavy Equipment & Construction Welder (BC-11), and Lead Heavy Equipment & Construction Welder (WS-11)."

9. The Supplemental Agreement provides the following:

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[3]HRS § 89-2 provides in relevant part:

> "Employer" or "public employer" means the governor in the case of the State, the respective mayors in the case of the counties, the chief justice of the supreme court in the case of the judiciary, the board of education in the case of the department of education, the board of regents in the case of the University of Hawaii, the Hawaii health systems corporation board in the case of the Hawaii health systems corporation, and any individual who represents one of these employers or acts in their interest in dealing with public employees.

2. The effective date of the RRI shall be the date of hire for the first Fleet Mechanic III (Heavy Vehicle Mechanic) hired in FY04 in response to the advertised RRI or December 1, 2003, whichever occurs first.

* * *

6. The RRI pilot project will be monitored periodically to determine effectiveness, and shall terminate on June 30, 2009, unless mutually extended by the parties.

10. According to the October 6, 2009, Declaration of Dayton M. Nakanelua (Nakanelua), the State Director of the UPW (emphasis added):

> On May 27, 2009 Mayor Mufi Hannemann informed, inter alia, bargaining unit 1 employees that pending negotiations over wages, hours, and other terms and conditions of employment for a new collective bargaining agreement he (and the other three county mayors and human resources directors) had decided to continue to afford to all bargaining unit employees the same wages, hours, and other terms and conditions of the contract that ends June 30, 2009 until such time as a new agreement is entered with the UPW. **The notification to bargaining unit employees was made with the prior consent of the UPW in behalf of bargaining unit 1 employees.** Exhibit 8 is a copy of the May 27, 2009 notification to all county employees.

11. Exhibit 8 attached to the October 6, 2009, Declaration of Nakanelua consists of a memorandum from Respondent Hannemann dated May 27, 2009, addressed to all county employees in bargaining Units 01, 02, 03, 04, 09, and 13, regarding the status of salary and benefits, and provides in part:

> As many of you are aware, the State and the four Counties, by law, collectively negotiate together with the various unions over wages, hours, and other terms and conditions of employment. Those negotiations have not concluded.
>
> Therefore, the four County mayors, together with their respective human resource directors, have concluded that the appropriate, lawful, and fair course of action is to continue to afford you the wages, hours, and other terms and conditions of your contract that ends June 30, 2009.

We will continue to do so until such time as we reach a new agreement with your union representatives.

12. Accordingly, the Board finds that there is an issue of material fact as to the existence of an agreement, oral or otherwise, between Nakanelua and Respondent Hannemann regarding the contents of the memorandum dated May 27, 2009, with respect to Unit 01 employees. Furthermore, there is an issue of material fact regarding the scope and details of any such agreement.

13. By letter dated July 29, 2009, Respondent Cudiamat notified the UPW that:

> [B]ecause there is no agreement between the Public Employees and the United Public Workers to extend the July 1, 2007 to June 30, 2009 collective bargaining agreement, all MOAs and Supplemental Agreements, including the most recent Supplemental Agreement dated June 26, 2008 regarding the RRI (recruitment/retention incentive) pilot program for the Automotive Equipment Services Division, Department of Facility Maintenance, expired on June 30, 2009.
>
> Thank you for supporting this RRI pilot program through Fiscal Year 2009.

14. By letter dated August 5, 2009, the UPW notified Respondent Cudiamat of the following, inter alia:

> In behalf of bargaining unit 1 employees the UPW hereby requests negotiations over the terms and conditions of all supplemental agreements with your Department under Sections 89-9(a) and 89-6(e), Hawaii Revised Statutes (HRS). Pending food faith negotiations we request that you cease and desist from making unilateral changes to the conditions set forth in the supplemental agreements. Under Chapter 89 the status quo must be maintained pending bargaining.
>
> Please contact me to commence negotiations over changes to the June 26, 2008 supplemental agreement (copy enclosed) on the above-subject and provide copies of all other supplemental agreements your department has with the UPW (within 7 days from this letter).

15. By letter dated August 14, 2009, Respondent Cudiamat notified the UPW of the following, inter alia:

> This letter supercedes the prior letter dated July 29, 2009, regarding the Recruitment/Retention Incentive (RRI) Supplemental Agreement. Please be advised that the Supplemental Agreement dated June 26, 2008 regarding the RRI pilot program for the Automotive Equipment Services Division, Department of Facility Maintenance expired on June 30, 2009, and will not be extended.

16. On August 13, 2009, the UPW filed the instant Complaint, alleging Respondents wilfully committed prohibited practices in violation of HRS §§ 89-13(a)(5), (7), and (8), by breaching their duty to bargain in good faith over mandatory subjects; violating to the unilateral change doctrine; and abrogating various provisions of the Unit 01 Agreement.

17. By letter dated August 19, 2009, Respondent Cudiamat notified the UPW of the following:

> This letter is in response to your letter dated August 5, 2009 regarding the Recruitment and Retention Incentive Supplemental Agreement.
>
> We would like to meet with you to discuss the Recruitment and Retention Incentive Supplemental Agreement. Please contact Judy Beasley . . . to coordinate this meeting at your earliest convenience. We would appreciate if you could provide us several alternative dates and times so we can expediently find a mutually agreeable time. Also, we would be happy to host the meeting in our office at Kapolei Hale, 1000 Uluohia Street, Suite 215, Kapolei.

18. By letter dated August 26, 2009, the UPW notified Respondent Cudiamat that Dayton M. Nakanelua, the State Director of the UPW, would be pleased to meet with Cudiamat to commence negotiations over the Recruitment and Retention Incentive, and made the following request for information:

> 1. Please provide a true and accurate copy of all reports, documents, recommendations, and other information which led your department to initiate a pilot project to recruit and retain qualified personnel involved in the repair and maintenance of heavy vehicles/equipment in the City's fleet (hereafter "pilot project"), in 2008?

2. Did your department have a prior program similar to the 2008 pilot project? If so, please provide any and all documents verifying what that consisted of.

3. What criteria or standard did your department establish to determine whether the pilot project would be successful or not prior to its initiation, during its implementation, and on or about June 30, 2009?

4. Please identify the names, positions, dates of hire, and amounts and dates of recruitment/retention incentive pay received, and current status of all persons who participated in the pilot project?

5. Please provide a true and accurate copy of the staffing roster, and indicate the names, dates of hire, positions, and regular rate of annual, monthly, and hourly rates of pay of the positions classes of employees in automotive equipment services division, Department of Facility Maintenance:

   a. Fleet mechanic III (BC 11)
   b. Lead Fleet Mechanic II (WS-11)
   c. Fleet Technician II (BC 12)
   d. Heavy Equipment & Construction Welder (BC-11)
   e. Lead Heavy Equipment & Construction Welder (WS-11)

We would appreciate receiving the information within 7 days.

Respondent Cudiamat received this letter on or about September 1, 2009.

19. By letter dated September 16, 2009, Respondent Cudiamat notified the UPW that:

> To fully evaluate and gather the information requested in your August 26, 2009 letter, we will endeavor to provide you a response by October 1, 2009. Thank you for your continued cooperation in this matter.

20. On October 2, 2009, Respondents filed a Motion to Quash Discovery Request Issued on August 26, 2009. Respondents assert that the request for information does not reasonably relate to any matter under investigation, inquiry, or hearing in that the Complaint's basic charge is a failure to bargain over a self-expiring contract and the requested information is not related to that issue, and that Respondents would file a motion to dismiss the Complaint, thus limiting the issue before the Board.

21. Also on October 2, 2009, Respondents filed a Motion for Summary Judgment, asserting that by the plain and unambiguous language of the Supplemental Agreement governing the RRI pilot project, the Supplemental Agreement ended on June 30, 2009, and was not mutually extended by the parties prior to June 30, 2009.

22. On October 2, 2009, the UPW filed a Motion to Set Date for Hearing on Respondents' Motion for Summary Judgment Under HRCP Rule 56(c), asserting that where the Board's administrative rules are ambiguous, the Board relies upon the Hawaii Rules of Civil Procedure (HRCP), and that hearing on Respondents' Motion for Summary Judgment should be scheduled not less than 18 days from the date of filing and afford the UPW an opportunity to file and serve opposing memorandum and/or affidavit not less than 8 days from the date of the hearing.

23. On October 5, 2009, Respondents filed a Memorandum in Opposition to UPW's Motion to Set Date for Hearing on Respondents' Motion for Summary Judgment, asserting that the Board's administrative rules govern motions to dismiss which includes motions for summary judgment; that the procedural process is set forth in the administrative rules; and that to the extent the UPW requested a brief continuance, Respondents did not object.

24. On October 6, 2009, the UPW filed a Cross-Motion for Summary Judgment, asserting the employer violated the Katz[4] doctrine by unilaterally changing employee wages and other terms and conditions of employment; the employer violated the duty to bargain by failing to provide information to the union; and the failure to honor the terms of a collective bargaining agreement is a prohibited practice.

25. On October 7, 2009, the UPW filed its Opposition to Respondents' Motion to Quash Discovery Request Issued on August 26, 2009, asserting that the request for information is not a subpoena over which the Board has authority to

[4]NLRB v. Katz, 369 U.S. 736 (1962).

revoke; the employer waived its right to contest the request by agreeing to provide responses by October 1, 2009; the request and the failure to provide responses are relevant to the allegation of violation of duty to bargain; and the employer misconstrued the standard which pertains to information requests needed by the union to perform its bargaining obligations.

26. Also on October 7, 2009, Respondents filed a Memorandum in Opposition to UPW's Cross-Motion for Summary Judgment, asserting that the May 27, 2009, letter does not extend the Supplement Agreement governing the RRI pilot project; the Supplemental Agreement expired on its own terms and therefore there was no unilateral change to be implemental by the time the UPW requested negotiations; and that while the Department of Facility Maintenance and the City were always willing to amicably discuss matters with the UPW, there was nothing to negotiate on an already expired contract.

27. On October 15, 2009, the Board held oral argument on the parties' outstanding motions pursuant to HRS § 89-5(i)(4) and (5), and HAR § 12-42-8(g)(3).

28. The Board finds that there are material facts in dispute that prevent summary judgment in favor of either party. The Supplemental Agreement, by its plain and unambiguous terms, explicitly states that the RRI pilot project "shall terminate on June 30, 2009, unless mutually extended by the parties"; however, there is an issue of material fact as to the existence of an agreement, oral or otherwise, between Nakanelua and Respondent Hannemann regarding the contents of Hannemann's memorandum dated May 27, 2009, with respect to Unit 01 employees. Furthermore, there is an issue of material fact regarding the scope and details of any such agreement that precludes summary judgment in favor of either party; for example, whether any agreement between Nakanelua and Hannemann included the RRI Pilot Project. The Board finds that this is an important, material fact that requires hearing and renders summary judgment in favor of either party inappropriate.

29. Furthermore, there are insufficient facts for the Board to find Respondents did, or did not, commit a prohibited practice by wilfully failing to negotiate with the UPW, rendering summary judgment in favor of either party inappropriate.

30. The Board further finds that there are insufficient facts for the Board to determine whether Respondents did, or did not, violate the duty to bargain by wilfully failing to provide information to the union, or committed a prohibited practice by wilfully failing to honor the terms of a collective bargaining agreement.

31. With respect to the motion to quash discovery request, there is a dispute of material fact by the parties as to whether the information request is in conjunction with the Complaint or with the UPW's request to negotiate all supplemental agreements. The request for information dated August 26, 2009, was made after the filing of the Complaint; however, the UPW also requested negotiations over "all supplemental agreements" on August 5, 2009. Accordingly, the Board exercises its discretion to favor disclosure, and denies the motion to quash discovery request, assuming for the sake of argument that the request is a discovery request.

32. The UPW's Motion to Set Date for Hearing on Respondents' Motion for Summary Judgment Under HRCP Rule 56(c) is moot and is denied.

DISCUSSION AND CONCLUSIONS OF LAW

1. The Board has jurisdiction over the instant Complaint pursuant to HRS §§ 89-5 and 89-14.

2. Summary judgment should be granted only if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any (hereinafter, "relevant materials"), show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law. GECC Financial Corp. v. Jaffarian, 79 Hawai`i 516, 521, 904 P.2d 530, 535 (Haw. App. 1995), *aff'd* 80 Hawai`i 118, 905 P.2d 624.

3. The burden is on the party moving for summary judgment to show the absence of any genuine issues as to all material facts, which, under applicable principles of substantive law, entitles the moving party to judgment as a matter of law. Id.

4. Inferences to be drawn from the underlying facts alleged in the relevant materials must be viewed in the light most favorable to the non-moving party. Id.

5. HRS § 89-13(a) provides in relevant part:

> It shall be a prohibited practice for a public employer or its designated representative wilfully to:
>
> * * *

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

* * *

(7) Refuse or fail to comply with any provision of this chapter; [or]

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

6. Historically, the Board and the state courts have used federal precedent to guide their interpretation of state public employment law. See, e.g., Hokama v. University of Hawai`i, 92 Hawai`i 268, 272 n. 5, 990 P.2d 1150, 1154 n. 5 (1999).

7. With respect to the UPW's Cross-Motion for Summary Judgment, the UPW asserts the employer violated the Katz doctrine by unilaterally changing employee wages and other terms and conditions of employment; the employer violated the duty to bargain by failing to provide information to the union; and the failure to honor the terms of a collective bargaining agreement is a prohibited practice.

8. In NLRB v. Katz, 369 U.S. 736, 82 S. Ct. 1107 (1962), the United States Supreme Court upheld a determination by the National Labor Relations Board that an employer commits an unfair labor practice if, without bargaining to impasse, the employer effects a unilateral change of an existing term or condition of employment. In that case, the union was newly certified and the parties had not yet reached in initial agreement through bargaining. Since then, the general "unilateral change" doctrine of Katz has been extended to cases where an existing agreement has expired and negotiations on a new agreement have yet to be completed. See, e.g., Laborers Health and Welfare Trust Fund v. Advanced Lightweight Concrete Co., 484 U.S. 539, 108 S. Ct. 830 (1988); Litton Financial Printing Division v. NLRB, 501 U.S. 190, 111 S. Ct. 2215 (1991). And in HGEA v. Linda Lingle, Civil No. 09-1-1375-06 (the

"furlough" case),[5] the First Circuit Court, in its order granting preliminary injunction, cited with approval to Katz, and stated in its conclusions of law:

> 21. Under the unilateral change doctrine, the employer cannot implement unilateral changes regarding matters that are mandatory subjects of bargaining, and which are in fact under discussion. NLRB v. Katz, 369 U.S. 736 (1962).

9. In the present case, it is not clear to the Board whether the Katz "unilateral change" doctrine applies to all supplemental agreements between the parties, and/or the specific supplemental agreement at issue here, and thus summary judgment on this issue in favor of either party is denied. However, assuming for the sake of argument that the doctrine does apply, the National Labor Relations Board has nevertheless distinguished between language that states a provision applies "during" a contract term, and language that states a provision will "terminate" at the end of a contract term, when applying the unilateral change doctrine. Local Joint Executive Board of Las Vegas v. National Labor Relations Board, 540 F.3d 1072, 1080 (9th Cir. 2008).

10. In Cauthorne Trucking v. Drivers, Chauffeurs and Helpers, Local Union 639, 256 N.L.R.B. 721 (1981), the National Labor Relations Board held that the agreement's language explicitly stated the employer's obligations under the pension agreement would "terminate" on expiration of the contract, and that such language expressed a clear intent to relieve the employer of any obligation to make payments after the contract's expiration. On the other hand, the National Labor Relations Board has held that the unilateral change doctrine does apply in situations where the agreement uses phrases such as "will remain in effect for the term of this agreement" (Natico, Inc. and United Independent Union, Local 1, 302 N.L.R.B. 688), or where the agreement has language that extends benefits for a specified period beyond the term or duration of the contract, such as providing for benefits "for ninety (90) days following termination" (National Labor Relations Board v. General Tire and Rubber Co., 795 F.2d 585, 588 (6th Cir. 1986)). And in Local Joint Executive Board of Las Vegas, supra, the Ninth Circuit held that the agreement's language that the provision would "continue in effect for the term of this

[5]The circuit court's decision was overturned on appeal for other reasons; the Hawaii Supreme Court did not reach the issue of the circuit court's application of the Katz doctrine. Hawaii Government Employees Association v. Linda Lingle, – P.3d –, 239 P.3d 1, 2010 WL 3492129 (Hawai`i).

Agreement" was not sufficient to express a clear and unmistakable waiver of the unilateral change doctrine.

11. In the present case, the supplemental agreement explicitly states that the RRI pilot project "shall terminate on June 30, 2009, unless mutually extended by the parties"; however, there is an issue of material fact as to the existence of an agreement, oral or otherwise, between Nakanelua and Respondent Hannemann regarding the contents of the memorandum dated May 27, 2009, with respect to Unit 01 employees. Furthermore, there is an issue of material fact regarding the scope and details of any such agreement that precludes summary judgment in favor of either party.

12. Furthermore, there are insufficient facts for the Board to find Respondent did, or did not, commit a prohibited practice by wilfully failing to negotiate with the UPW, rendering summary judgment in favor of either party inappropriate. Accordingly, summary judgment in favor of either party on the issue of failure to bargain is denied.

13. The Board further finds that there are insufficient facts for the Board to determine whether Respondents did, or did not, violate the duty to bargain by wilfully failing to provide information to the union, or committed a prohibited practice by wilfully failing to honor the terms of a collective bargaining agreement. Accordingly, summary judgment in favor of either party on these issues is denied.

14. With respect to the motion to quash discovery request, there is dispute over material fact by the parties as to whether the information request is in conjunction with the Complaint or with the UPW's request to negotiate all supplemental agreements. The request for information dated August 26, 2009, was made after the filing of the Complaint; however, the UPW also requested negotiations over "all supplemental agreements" on August 5, 2009. Accordingly, the Board exercises its discretion to favor disclosure, and denies the motion to quash discovery request, assuming for the sake of argument that the request is a discovery request.

15. The UPW's Motion to Set Date for Hearing on Respondents' Motion for Summary Judgment Under HRCP Rule 56(c) is moot and is denied. A case is moot where the question to be determined is abstract and does not rest on existing facts or rights; thus, the mootness doctrine is properly invoked where events have so affected the relations between the parties that the two

conditions for justiciability – adverse interest and effective remedy – have been compromised. See Doe v. Doe, 116 Hawai`i 323, 326, 172 P.3d 1067, 1070 (2007).

ORDER

For the reasons discussed above, the Board denies Respondents' Motion for Summary Judgment, denies the UPW's Cross-Motion for Summary Judgment, and denies Respondents' Motion to Quash Discovery Request. The UPW's Motion to Set Date for Hearing on Respondents' Motion for Summary Judgment Under HRCP Rule 56(c) is moot and is denied.

NOTICE OF HEARING

NOTICE IS HEREBY GIVEN that the Board, pursuant to HRS §§ 89-5(i)(4), 89-5(i)(5), and 89-14, and HAR § 12-42-8(g), will conduct a hearing on the instant Complaint on **December 7 - 8, 2010 at 9:00 a.m.** in the Board's hearing room, Room 434, 830 Punchbowl Street, Honolulu, Hawaii. The hearing may continue from day to day until completed.

DATED: Honolulu, Hawaii, November 10, 2010.

HAWAII LABOR RELATIONS BOARD

JAMES B. NICHOLSON, Chair

SARAH R. HIRAKAMI, Member

Copies sent to:

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