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STATE OF HAWAII
HAWAII LABOR RELATIONS BOARD

In the Matter of
HAWAII FIRE FIGHTERS ASSOCIATION,
IAFF, LOCAL 1463, AFL-CIO,

Complainants,

and

CHARMAINE TAVARES, Mayor, County
of Maui; FRANK PIKRONE, Chair, Fire &
Public Safety Commission, County of Maui;
FIRE & PUBLIC SAFETY COMMISSION,
County of Maui, and JEFFREY A.
MURRAY,

Respondents.

CASE NO. CE-11-756

ORDER NO. 2755

STIPULATED ORDER CLOSING
CASE

STIPULATED ORDER CLOSING CASE

Pursuant to the Stipulation, filed on December 20, 2010, the above-named parties agreed that the Hawaii Labor Relations Board (Board) would issue the following order in this case:

1. The Board has exclusive jurisdiction of the prohibited practice complaint filed herein on April 12, 2010.
2. The HAWAII FIRE FIGHTERS ASSOCIATION, IAFF, Local 1463, AFL-CIO (HFFA/IAFF) was and is an employee organization within the meaning of Section 89-2, Hawaii Revised Statutes (HRS).
3. The HFFA/IAFF has been the exclusive certified representative of all employees within Bargaining Unit 11 since February 4, 1972.
4. CHARMAINE TAVARES, Mayor, County of Maui (herein Tavares or Respondent) was and is, for the purposes of this Prohibited Practice Compliant, an employer or public employer pursuant to Section 89-2, HRS.

5. JEFFREY A. MURRAY, Chief, Department of Fire and Public Safety, County of Maui (herein Murray or Respondent) was and is, for purposes of this Prohibited Practice Complaint, an employer or public employer pursuant to Section 89-2, HRS. Murray hereby stipulates, for the purposes of resolving the instant Prohibited Practice Complaint, to be a named Party Respondent without the formal amendment of the pleadings and further agrees to the jurisdiction of the Board.
6. Respondents Tavares and Murray, as employers or public employers are required to know and comply with their statutory obligations under Chapter 89, HRS.
7. Respondents Tavares and Murray recognize that HFFA/IAFF is the Board certified exclusive employee representative of all Bargaining Unit 11 employees employed by the County of Maui pursuant to Section 89-8, HRS, and has the right to act for and negotiate agreements covering all employees in Bargaining Unit 11 and is responsible for representing the interests of all such employees without discrimination and without regard to employee organization membership.
8. Respondents Tavares and Murray recognize they have a duty to consult on all matters affecting employee relations as defined within Section 89-9(c), HRS.
9. Respondents Tavares and Murray recognize that pursuant to Section 89-9, HRS, they have a duty to negotiate in good faith with respect to wages, hours, and other terms and conditions of employment that are subject to collective bargaining and that are to be embodied in a written agreement as specified in Section 89-10.
10. Respondents Tavares and Murray agree and stipulate that, except for reasonable differences of interpretation, they are required to comply with the terms and conditions of the Bargaining Unit 11 Collective Bargaining Agreement.
11. Respondents Tavares and Murray recognize that Chapter 89, HRS, and the Bargaining Unit 11 Collective Bargaining Agreement prohibits unilateral modification or amendment to existing terms and conditions of employment contained within the Unit 11 Agreement, and that unilateral modification of amendment could constitute a prohibited practice pursuant to Chapter 89, HRS.
12. Respondents Tavares and Murray recognize that joint decision-making is the modern way of administering government, that the policy of the State of Hawaii is to promote harmonious and cooperative relations between

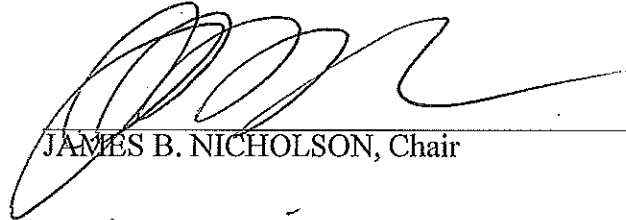
government and its employees, and that this policy is best effectuated by allowing public employees to organize for the purpose of collective bargaining through representatives of their own choosing, pursuant to Chapter 89.

13. In consideration of the foregoing stipulations and agreements contained herein the Parties further agree to the resolution of Prohibited Practice Complaint Case No. CE-11-756, and that the Board shall issue an Order consistent herewith.
14. The Parties agree that the HFFA/IAFF will post for no more than 60 days a copy of the Stipulation and any Order issued by the Board in all locations where Bargaining Unit 11 employees may gather and read.

Based on the foregoing Stipulation, the Board hereby closes this case.

DATED: Honolulu, Hawaii, December 21, 2010

HAWAII LABOR RELATIONS BOARD



JAMES B. NICHOLSON, Chair



SARAH R. HIRAKAMI, Member



NORMAN K. KATO II, Member

Copies sent to:

Peter Liholiho Trask, Esq.
Richard B. Rost, Deputy Corporation Counsel

