



ORGANIZER

★ ★ ★ UNITED PUBLIC WORKERS ★ AFSCME LOCAL 646 ★ ★ ★

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HONOLULU, HAWAII

JUNE, 1977

Oahu Division Votes \$250 for Lii Family

Last May 12 the Oahu Division voted \$250 as a donation to the Lii family in the aftermath of the fatal shooting of trade unionist Joe Lii. His brother, Teddy Lii, is a long-time UPW staff member.

A good number of UPW members attended Brother Joe Lii's funeral last May 13, and UPW staff members raised a donation as well for the Lii family. The motives for the shooting are still not clearly known.

Joe Lii was active in the union movement for many years and will be missed by all those who knew him or stood with him on the picket lines.

SEWER WORKERS' STUDY PLANNED

As a result of the UPW's efforts to interest legislators in the working conditions and health records of sewer workers, the State House labor committees requested the State Labor Department to lead the study, with the cooperation of the Health Department and U.H. School of Public Health, of these conditions over the summer. That study is now being planned by the D.O.S.H. staff.

Board Approves Further Study of New AFSCME Structure for Hawaii

Meeting last April 22 and 23 in Honolulu, the UPW's State Executive Board heard reports from members of its special study committee on the question of setting up a new UPW-HGEA-AFSCME Council in Hawaii.

Brother Jack Konno, who co-chaired the joint, 10-member UPW-HGEA study team which traveled to several mainland cities to investigate successful mergers into AFSCME Councils, told the Board, "We are now at the cross-roads of changing the entire structure of our union," and urged them to "keep open minds" on the question. He outlined some of the advantages of the proposed structure, stressing that "in unity there is strength" and pointing to increasing efforts by employers and big business to undermine public employee unions.

Oahu Division Director Paul Hong reported that AFSCME Judicial Panel Chairman Joe Ames had met in Honolulu with the joint study committee in April after their mainland study tour, and that a draft Constitution for an AFSCME Council in Hawaii had been drawn up. The latest proposal provides for three instead of nine locals — an HGEA Local, a UPW (Units 1 and 10) Local, and a Private Sector (hospitals, schools and agencies) Local. He said such questions as staffing, buildings,



Hospital Division Board members took the lead in congratulating Brother Jack Konno for his fine service as our union's President. Jack resigned to become the UPW Hawaii Division Director.

at the Legislature, saying "Most of our bills got stuck in the Senate Ways and Means Committee, chaired by our ex-staff member Richard Wong." He also expressed disappointment that Rep. Kate Stanley refused to let the sewer workers' "25 Years and Out" early retirement bill to be voted out by her committee. Sewer worker Brother Charles Hanawahine suggested our lobbying had to be more effective, and that the UPW should endorse fewer candidates — "only those who are really behind us." Brother Benny Rodrigues praised Brother Richard Costa of Kauai for lobbying even when he was sick. He also suggested the UPW "remember" the many legislators who went against us this year.

Sister Gerri Ah Sam moved that the UPW lobbyists keep portfolios or "report cards" on these legislators — especially on measures directly affecting our members. This motion passed unanimously. Sister Hannah Kekahuna, a lobbyist, said there seemed to be "lots of money for big shots but no money for our bills" at the Legislature.

The Board also approved a resolution to support the Machinists' Union, the AFL-CIO and Western Airlines in opposing any de-regulation of the airlines, which might result in less service to Hawaii and the loss of jobs.

Two resolutions praising Brothers Jackson Ah Chin and Steve Murin, long-time UPW staff members who recently retired, were passed unanimously.

STRIKE POLICY REVOKED

Following a written opinion from UPW attorney Jim King that any withholding of pay to UPW staff members during a strike would be illegal, the Board allowed this policy to die. They also heard a report on the UPW's negotiations with its Business Agents who voted to have a union several months ago.

Another report stated that the average dues paid by full-time workers who are UPW members were (as of November, 1976):

- \$10.34 for Unit 1.
- \$11.26 for Unit 10.
- \$ 9.64 for private hospital workers; for an overall average of \$10.35.

Our Mutual Aid Fund is healthy — with over \$560,000 total net worth and an 80% participation rate among members.

As of last February 28, the UPW had 11,222 members and 1,308 service-fee payers. Oahu Division had 6,329; Hospital Division — 2,015; Maui — 1,154; Hawaii — 1,071; and Kauai — 639.

Brother Jack Konno made a formal statement to Board members expressing his appreciation for all the cooperation he received as President. Jack resigned his office to become the Big Island UPW Division Director. Oahu V.P. Brother James Brown became the acting President of the UPW.

\$1.7 Billion Budget Passed in Special Session Legislature Approves Pay Hikes

Meeting from May 9 to May 13, the State Legislature finally agreed on one version of the State's \$1.7 billion budget, including funds for the UPW's pay raises.

This means that this July our Unit 1 workers will receive both their retroactive pay hike from July, 1976 (\$105 across-the-board each month; \$120 for WB-9 and above) and the recently negotiated \$50 (or increment, whichever is higher) pay boost.

Unit 10 workers will also receive this

last \$50 minimum, effective this July.

Most Unit 1 workers will then be drawing \$155 more in gross pay as of this coming July 1 — and will be receiving a substantial lump-sum payment for the past 12 months' retroactive pay hike.

These pay gains were the UPW's biggest success at the Legislature. Most other items on the UPW's program got stalled in one committee or another and will have to be resurrected next session.

Unit 1 Settles on New Contract

UPW chief spokesman for Unit 1 contract talks, Brother Gary Rodrigues, reported to the Organizer on the highlights of Unit 1 contract amendments and additions. Ratification meetings statewide were set for the week of May 30.

Brother Rodrigues explained that "since we completed a full Unit 1 contract just a year ago, we mainly changed things in it to make it stronger. The next go-round will determine how well we did." He also noted that Unit 1 had won a \$50 minimum across-the-board pay adjustment this coming July, and another increment in July, 1978. The new contract ends after June 30, 1979.

The new contract clarifies Section 16 on seniority to cover cases of multiple vacancies being filled by promotion to require reasons in writing be given to the same number of workers who were rejected as there are positions to be filled. The new Section 18 clarifies rest periods in overtime (O.T.) situations, saying they must be given after every 2 hours of O.T. work. The word "lunch" has been replaced by the general word "meal". When duty-free meals are not possible, the meal time must count as time worked.

On Overtime (Section 26.02h), everyone who works in a 7-day operation will now be covered by the provision

requiring O.T. pay after the 6th consecutive day worked without a day off. For example, dietary workers in institutions, not in a 24-hour shift operation, will now benefit from this O.T. provision.

T.A., Leaves, and Meals

Temporary Assignment pay must now be given employees within 30 days or two pay periods of the pay period the T.A. occurred in. Everyone will now get a statement showing the T.A. period for which he or she is receiving the higher pay (Section 29).

(Continued on P. 6)

Back Pay

Here is the latest information on when Unit 1 workers will receive their retroactive pay raise, which took effect July 1, 1976:

City: Will use new pay scale on June 15. Retroactive pay will be on June 30 checks.

State: The basic retroactive pay will be on June 15 checks.

Retroactive pay based on overtime and other "fringe" items will be on the June 30 checks.



Franklin Baptiste, UPW Fraternal Assn. President, and Sarah Togashi, Hawaii Division and State Exec. Board member at recent State Board meeting. Most officers "break a leg" to attend these meetings, but Sarah sprained her foot.

newspapers, legal services and accountants still had to be worked out, but it was agreed that no staff should be laid off as a result of any changes. He urged that the UPW State Board approve continued study of the Council set-up.

Brother Mike Cain, a staff member from the AFSCME Council in Lansing, Michigan, addressed our Board members and tried to answer their questions about his Council's experience in being formed a few years ago.

Some Board members from Kauai and Maui criticized the idea of an AFSCME Council structure in Hawaii, and Sister Gerri Ah Sam read a statement opposing the proposal and suggesting improving the UPW instead. Oahu Board member Brother Benny Rodrigues wanted assurance on detailed questions, but Brother Konno told him the answers would come out of further study and negotiation, with the HGEA. Benny's motion to allow the study to continue was passed by a vote of 32 to 5. A followup report and detailed proposal will be given at the Board's next meeting July 22-23 on Maui.

LEGISLATIVE ISSUES

State PAC Chairman Charles Iwata reported on the tough time the UPW had

State of the Union

by Henry Epstein



New AFSCME Structure Would Benefit Members The Time Has Come for a Change

When I came to Hawaii in 1947, the ILWU had many locals scattered throughout the islands. There were several sugar locals, including separate locals at Kohala and Olaa on the Big Island. Pineapple workers had different locals and there were individual locals for longshore and miscellaneous workers.

In the early 1950s, all the ILWU locals were consolidated into one consolidated local, Local 142. For many years, the Local 142 setup has operated effectively and the structure has been able to adjust to the influx of new members, such as those in the tourist industry.

We are now in the process of exploring the possibilities of some form of consolidation of the AFSCME groups in Hawaii. The ILWU example shows some of the benefits of one coordinated setup for all the portions of one international union.

With a new structure, we should be able to combine the power of the UPW and HGEA members on important issues. This should make us stronger at the bargaining table, in political action, and at the Legislature. It should result in greater benefits for the members we represent.

VALUE OF COOPERATION

The recent session of the Legislature demonstrated the importance of unions working together. For a while, it looked as if none of the bargaining units would have a contract before the end of the session. With five unions, representing eleven bargaining units, working as a team, we were able to get a cost package negotiated and ratified before the end of the session.

STUDY COMMITTEE SET UP

We have a committee on the "nitty-gritty" which is looking into all the items which would have to be settled if we are to set up a consolidated setup for AFSCME in Hawaii. The UPW members of the committee are well aware of the concerns of our officers and members, and these are being discussed frankly at the committee meetings. The HGEA members of the committee have shown themselves sympathetic and flexible in the discussions.

Change is not easy. Some people instinctively oppose any change, regardless of the benefits involved.

BENEFITS PROTECTED

One fear that has been expressed is that our members would lose some of the benefits they now enjoy, such as the group insurance and the Mutual Aid Fund. If we do recommend a Council setup, we will only do so if all existing benefits are fully protected. The only recommended change would be if we can improve the benefits given to our members.

Under our present tentative proposals, there would still be a UPW and an HGEA, operating as locals in the new Council structure. This should answer the concern of some that we would lose our identity.

All of our staff members would be fully protected with new jobs in the Council structure and no lowering of pay or benefits.

I believe the time has come for changes and for a better structure for our union and the HGEA in Hawaii. We are looking into possibilities, but only with the idea that it will benefit our members and improve our ability to deliver for our membership.

Our goal is to keep the best of what we've built up over the years and to set up a new consolidated structure which will bring even additional benefits to the people we represent.

We are still meeting and exploring various possibilities. At this point there is no recommendation ready for action by our State Executive Board or the membership.

KEEP MINDS OPEN

The important thing now is to keep an open mind and to have full discussion of the possible ways of improving our structure and doing an even better job for the rank-and-file members.



Units 1 & 10 Use Your Boards

Bulletin boards provided for union business must now have a sign on them saying "UPW." Make use of these boards.

Chinese Pot Roast Chicken

- Rub chicken with salt and the 1/4 cup soy sauce. Let stand for 15 minutes.
- Heat oil in skillet and brown chicken well; add mushrooms.
- Combine ginger and sherry; pour over the chicken. Cover and simmer for 30 minutes or until chicken is tender.
- Transfer chicken to serving dish.
- Add vegetables and thicken with cornstarch mixed with water, pour over chicken.
- Yield: 6 servings.

Any type of vegetables you like may be added also to this dish. You can serve it over noodles if you like.

TIPS ON STAYING ALIVE BEFORE DIGGING A TRENCH

Check For Utilities First!

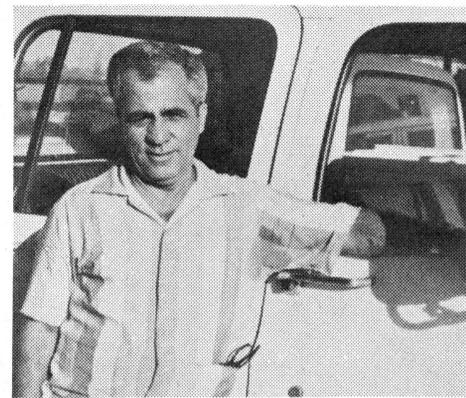
The experience of some of our Honolulu sewer workers recently underlines the importance of safe work practices when excavating, and the need to stand up for your rights.

Last May 3 a crew of sewer maintenance workers was assigned to digging a sewer line on the Fort St. Mall for a new Taco Bell. They were told to break ground and dig even though there was no utility chart for the job, and no utilities staked out. A long-time sewer worker on the crew, **Brother Ernest Simas**, complained about the lack of a utility stake-out and insisted that the foremen call down to the office. When the foreman called, he was told that acting superintendent Medeiros had said it was a "rush job" and the men had to go ahead and dig without the utility chart.

Brother Simas was angry, but agreed to dig until they hit anything. They had to grumble like heck to get their foreman to call the BWS to get them to turn off water to a fire hydrant they were working right next to. When they struck two pipes, Simas stopped the job, and called UPW B.A. Patrick Ah Loo.

Ah Loo came down to the job with a city safety inspector and shut it down. When it was resumed after all utilities were staked out, it turned out there were two gas pipes, an electric conduit pipe and two storm drains under the area — not to mention the fire hydrant.

Brother Simas notes: "It would have cost lives if anything happened, rush job or not. Even if we dug slowly, what happens the first time you hit a live wire — you fry slowly? Just a while back a crew in Manoa using a back hoe uncovered a hot, high-tension line and nearly dug it out of the ground. Does it take someone getting killed before our bosses follow the law?!"



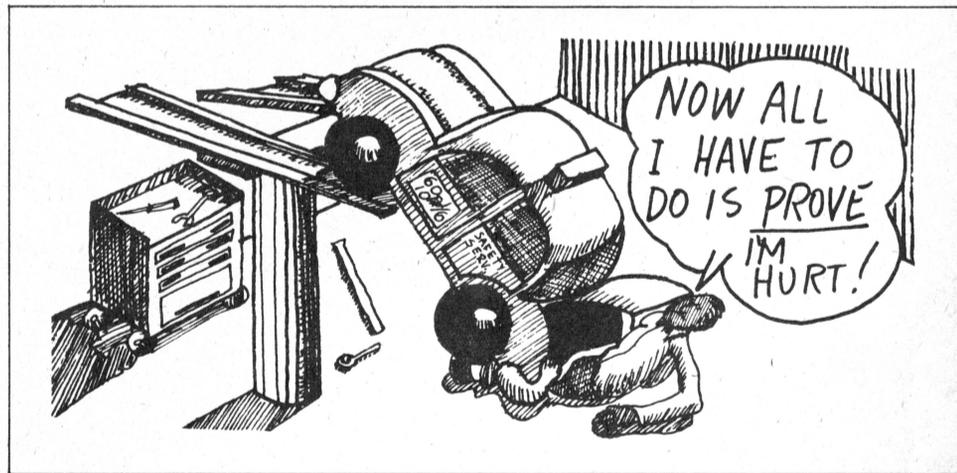
Brother Ernest Simas, veteran sewer worker, blew the whistle on unsafe work practices last May.

Ernest is right about "following the law". The federal construction regulations say clearly: "Prior to opening an excavation, effort shall be made to determine whether underground installations, i.e. sewer, telephone, water, fuel, electric lines, etc., will be encountered, and if so, where such utilities are located. When the excavation approaches the estimated location of such an installation, the exact location shall be determined . . . utility companies shall be contacted and advised of proposed work prior to the start of actual excavation."

(Source: OSHA's Federal Register — Vol. 37, No. 243.)

For all his trouble, Ernest was labelled a "crybaby" and "dummy" by his acting superintendent, who since has publicly apologized for his wrong instructions and name-calling.

Follow the example of Brother Ernest Simas: Know your rights and exercise them; after all, the life you save may be your own.



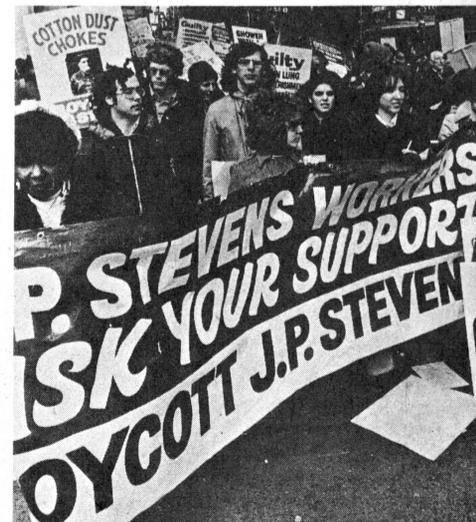
MAHALO!

Dear Editor of The Organizer,

We appreciate the recent coverage your publication gave to the struggle for justice at J.P. Stevens & Co. . . .

Thank you for your cooperation. Boycott J.P. Stevens products.

Sincerely,
Harriet Teller
Union Label Department
Amalgamated Clothing and Textile Workers Union, AFL-CIO



HUNGRY POWER Recipes for a Worker's Budget

- 3 lbs. chicken thighs
- 1/2 tsp. salt
- 1/4 cup soy sauce
- 2 Tbsp. oil
- 6 dried mushrooms, soaked
- 2 sm. piece ginger root, crushed
- 1 Tbsp. sherry or sake
- 1/2 cup Chinese peas or string beans
- 2 stalks green onions, cup into 1" pieces
- 1 Tbsp. cornstarch
- 1 cup water
- 1 Tbsp. soy sauce
- 1 tsp. monosodium glutamate
- 1 tsp. sugar

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Unit 10 Workers Ratify Non-Cost Items

(Continued from P. 8)

When overtime is involved, it will be computed on the base pay plus the night differential and paid for every o.t. hour worked, and for all the overtime hours if more than half of the overtime shift hours fall between 6 p.m. and 6 a.m.

The Meal Allowance (Section 34) for o.t. work is now hiked to \$2.25 for breakfast, \$2.50 for lunch, and \$3.50 for dinner — and will now be provided after the first 2 hours of o.t., and then at every 5-hour interval. This applies to post-shift and pre-shift overtime. For less than 2 hours' o.t., but without 24 hours' notice of o.t. duty, a meal must be furnished or an allowance given at the start of the workday.

Meals for a worker called to work on his scheduled day off or on a holiday, or during off-duty hours, shall be furnished after 2 hours of work, and then at 5-hour intervals — if 24 hours prior notice had not been given. With such notice, he is provided a meal or allowance after 10 hours work, and then every 5 hours. The meal allowance must be paid to the worker within 30 days

from the time the claim is filed.

Reasons for denial of vacation leave requests must now be given to the Union (Section 36). On Sick Leave (Section 37), vacation leave can be changed to sick leave after one day or more of illness while on vacation, provided ample proof is given, and if the request is made within 5 working days after return to work.

Adoptive Leave (Section 38) is now available as authorized leave without pay for workers adopting children, subject to detailed provisions. For jury or witness duty leave, management will now try to place the worker during the court period on day shift. Step relationships are now recognized for funeral leave purposes. Workers at Kulani Honor Camp shall get night shift differential.

The Working Conditions and Safety Section (Section 46) has been spelled out more to say that workers "shall make every effort to promptly report unsafe conditions to their supervisors" before reporting these conditions to other officials — and "shall not be

disciplined" for doing so. They may not be punished for refusing to work in unsafe conditions or to operate unsafe equipment. Existing safety committees will be maintained and meeting times and places mutually agreed to.

When workers are required to attend training programs, they shall be given time off during work to participate, or have their hours adjusted to make allowance for this training time.

Employees thinking about retirement shall have the opportunity to attend pre-retirement advisory programs. If continuing education courses become a requirement for licensure, then the employer will try to set up such courses.

Ambulance workers have won improvements in the language of their section (Section 55), especially on work schedules and assignments. Mileage has been hiked to 18¢ per mile for the first 600 miles traveled on official business in one's own vehicle, and 12¢ thereafter. Also, the employer will pay the first \$50 of damage costs if one's vehicle is damaged on duty.

THREE NEW SECTIONS

The Unit 10 negotiators got a new section on Physical Exams, requiring they be provided at the employer's expense and during normal work hours. Otherwise, work-hours should be adjusted to take care of time spent getting a physical, and mileage allowance provided.

On Licenses, the employer must bear the cost of obtaining further licenses required by a licensed worker to continue his duties, but license renewal costs must be paid by the employee.

The employer must consult with the Union before establishing any new dress or personal appearance codes, and the Union may ask to review existing codes.

The contract will expire on June 30, 1979.

Unit 10 Chairman J.B. Souza praised his "hard-working" committee members. "We did as good as we could. Each year negotiations get harder. I hope the members will police the contract and file grievances on every infraction."

State Hospital's Problems Mount

[Our last issue pointed out some of the on-going problems at the State Hospital. Now for some analysis and solutions.]

Union B.A. Bob Chang points to the three-prong problem at the Hospital: (1) vacant higher PMA positions unfilled for months and unattractive because of low pay and lousy conditions; (2) slow and bureaucratic recruiting procedures, and abuse of the CETA program (temporary workers used to replace regulars), with no maintenance of effort, and not enough regular PMA I's on board as a pool to recruit for higher positions; and (3) low worker morale because of understaffing, hazards, rising incidents, and intimidation, with little protection or relief from management . . . just more and more budget cuts.

On the issue of low pay, in February, 1976, the State House Health Committee issued a lengthy report saying that starting salaries for paramedic assistants were about 20% lower than those paid in private psychiatric wards. LPN's were about 15% lower paid, and registered nurses about 5% below private psychiatric ward pay levels.

The report noted also the inadequate staffing, poor in-service training and other policy problems which caused the facility to lose its national accreditation in late 1974. The report claimed that some of the blame lay in how the State tried to implement its decentralization policy. "The primary focus of treatment shifted from Hawaii State Hospital to community mental health centers and the county general hospitals," the report said.

But, in the long run, the Hospital began to have more admissions, especially of patients charged with criminal offenses sent there by the courts, and more re-admissions of patients sent to community facilities which had no real programs or treatment to offer at the time.

STATE SHORTAGES

State mental health personnel also had to increase their workload, splitting their time between the community health centers and the State Hospital, which suffered a 15% staff shortage rate, with 52 vacant positions unfilled.

The report added: "Staff shortages



State Hospital workers attended the Unit 10 ratification meetings in mid-May on non-cost items agreed to in their new contract.

were underscored by the patients' hospital schedule requiring awakening at 5 a.m. for a 7 a.m. breakfast, because of overcrowded conditions on the wards and bathrooms."

The report recommended a higher pay scale for State Hospital workers, alternate treatments to drugs, a screening process for potential employees, and community college courses for psychiatric training for PMA's and LPN's.

Needless to say, little or nothing was done on these recommendations — and a similar report on County health institutions this year likewise resulted in stony inaction from State legislators.

sections of the report on drug treatment at the facility:

"Inmates with serious mental defects may flounder in a veritable wasteland of drugged consciousness or be left to vegetate with no meaningful program of treatment. Care at the State Hospital is often as insufficient as that of the correctional facilities. Drugged inmates are shunted back and forth between the jail and the hospital. Nowhere in the correctional plan does a cohesive plan exist regarding the criminally insane."

These reports have gotten headlines in the local papers but have not led to much in the way of corrective action.

The UPW has won a 20¢ hourly pay differential for CISU workers in the recently ratified new contract.

Getting Back to Our Roots

Brother Pete Santiago, uncle of UPW veterans Queenie Samuels and Joseph Santiago, is 82 years old — and his life spans the story of the Puerto Rican people in Hawaii.

Pete came to Hawaii on the very first ship from Puerto Rico. He had been born the son of a salesman in the town of Goaco, 85 miles to the north of San Juan on January 2, 1895.

Times were hard in Puerto Rico — war, drought, famine, and disease in the aftermath of the Spanish-American War which made Puerto Rico a territory of the U.S. Pete's father decided to leave Puerto Rico and take his family to share in the promised "golden life" of Hawaii.

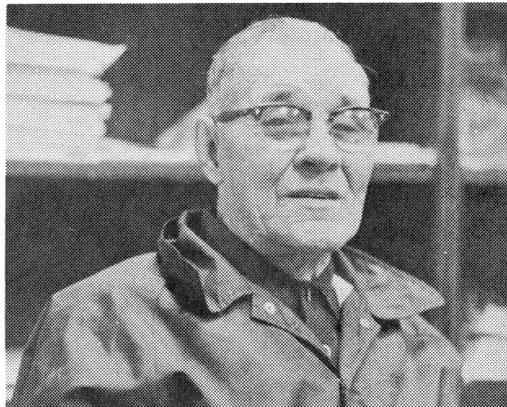
They sailed on the first ship to Hawaii, the S.S. California, from the port of Juanica, around South America to San Francisco and then across to Hawaii.

"It took many weeks," Pete recalls, "and the food was poor. We had only beans and bread to live on. When we reached Honolulu, we were divided up into groups for plantations all over the islands."

There would be six major immigrations from Puerto Rico between 1901 and 1921, involving around 25,000 Puerto Ricans.

The Hawkeye State, the Buckeye State and the S.S. California were the major ships used to provide passage for the Puerto Ricans seeking a better life or rejoining loved ones.

Pete, 5 years old at that time, and his family were put in a group sent to Hilo. Pete vividly recalls the scene when they reached Hilo:



Pete Santiago, Puerto Rican Pioneer

"I remember they took us from the ship like cattle, in a box over a cable from a buoy to shore. My father said, 'Look at this. We get off like cattle!'"

Pete's father worked for a while at Pauillo plantation up the Hamakua coast.

"Workers were treated like slaves in the fields," Pete remembers. "Portuguese and German lunas whipped the Japanese and Chinese field workers, and then when we came, they tried to whip us."

"But we didn't come to Hawaii to be whipped and treated like dogs. I remember my father and the other men saying this. After all, we were American citizens and didn't have to take it."

Pete recounts the story of an early, but little known strike of Puerto Rican workers near Hilo in 1901. A luna whipped a Puerto Rican worker. The other workers walked off the plantation and started down the road to Hilo. Pete's father and family, including Pete, were with them. "We didn't really know where we were going or what we would do. But we packed up little bundles of our belongings and started down that road," Pete says.

Their Puerto Rican interpreter by the name of Don Jose notified the plantation manager that the Puerto Rican workers had walked off the plantation, left their homes and were on the road. The manager jumped on a horse and with the interpreter went after them.

"When he came up to us, we stopped, gathered around, and through the interpreter asked why we had left. We told him we came to work, not to become slaves. We wanted the whipping stopped."

"The manager said no more whipping and said he'd tell the lunas not to whip us. Then he went back and sent wagons to pick us up.

"We were proud we stopped the whipping, and proud that Puerto Rico was a free country. We organized our strike through our families. We had no union or council."

Pete's father got off the plantation as soon as he could and leased a 400-acre coffee farm on the Big Island, also raising fruits, chickens and a few cows. Three years later he took his family to Honolulu and opened a small store.

(Next time: Plantation conditions and Pete's early life.)

OAHU DIVISION NEWS

BWS Automotive Mechanics Reallocated

Four Board of Water Supply Automotive Mechanics were recently reallocated to Heavy Vehicle Mechanics. The mechanics affected by the reallocation are Ernest Fukusaki, Joseph Chir Jr., Milton Imada and Lead Automotive Mechanic Roy Kobayashi.

The reallocation for the men resulted about a year after the UPW initiated revised position descriptions for nine Automotive Mechanic Positions. After the Department submitted the new position descriptions to Civil Service for study, the request for reallocation was turned down.

An Administrative review was held, including the Civil Service Director, BWS Officials and the Union, at which time the Union argued that the duties of the mechanics were similar to that of Automotive personnel in the Department of Public Works. The decision of the Civil Service Director a few months later was again another denial.

The Union then filed an appeal to the Civil Service Commission on behalf of the men involved. However, the Union's subsequent discussions with Classification Chief Alex Yuen, AES Chief Robert Bisho, and Personnel Administrator Harold Fujimoto, resulted in the withdrawal of the Union's appeal, a reorganization of AES, and the upgrading of three Automotive Mechanics from WB-10 to WB-11 and one Lead Mechanic from WF-10 to WF-11. The men will receive the higher pay effective September, 1977. B.A. Wilhelm Cordes handled the reallocation case.

UPW Volleyball

Last May 16, the UPW Oahu Division Sports Committee, led by Moses Neves and Jimmy Brown, opened the UPW's Volleyball League on Oahu. Games will be played thru mid-July at the Kawaihao Church gym. An entry fee of \$25 was charged for each team.

word that at its March 21st meeting, the Commission had rejected the UPW's appeal saying it would "infringe on the pricing as the Pipefitters are presently awarded hazard pay while performing hazardous work."

The Commission felt the pipefitters were adequately compensated for their "periodically hazardous" work under temporary hazard pay provisions. It said they did not as a class "meet the criteria" for Act 64 coverage, nor would it be "appropriate" to set up a new class with a higher pay differential. BWS workers were not at all happy with this decision.

CETA and SCET workers!

"We live from month-to-month in constant insecurity, not knowing when our temporary jobs programs might get the axe. This is unfair to both temporary and regular workers.

"Let's speak out for more regular positions — give temporary workers a chance and stop the union-busting that's been going on."

The SCET workers claimed that abuses of federal program funds for CETA — by not maintaining the size of the regular workforce and using CETA workers to replace regular positions — could lead to the loss of federal CETA monies.

IN MEMORIAM

ROBERT J. BRADACH, member, Oahu Division, Waimano Home Unit, Expired: April 29, 1977.

EPITACIO MADAYAG, member, Oahu Division, Retired, April 28, 1977.

MAXIMA ELAYDO, member, Hospital Division, Kuakini Hospital, Expired: April 27, 1977.

JOHN F. FREITAS, member, Oahu Division, Retired, April 25, 1977.

CHRISTOPHER TORRES, son of member, Henry Torres, Hawaii Division, Highways Unit, April 18, 1977.

NELSON MIIKE, member, Kauai Division, Retired, April 19, 1977.

HENRY P.S. YAP III, son of member, Henry Yap Jr., Maui Division, Board of Water Unit, March 11, 1977.

Civil Service Commission Denies Act 64 Coverage To Pipefitters

Last November 29, 1976, the UPW appealed to the Civil Service Commission for Act 64 hazardous job recognition for the class of WB-9 pipefitters at the Board of Water Supply. Civil Service Director Harry Borranian had turned down the pipefitters' request for such coverage.

In late January, 1977, B.A. Cordes made an excellent presentation, including movies, charts and still pictures, to the Civil Service Commission, assisted by BWS workers. The Commission members commended him for the quality of the presentation.

Yet in late March, the Union received

SCET Workers Tell City Council: Open More Regular Jobs

Speaking for SCET and CETA workers in the Temporary Workers Committee, Sister Rose Brennan told the City Council last April 20 at its budget hearing that it should fill City vacancies and hire more regular workers. The SCET workers' leaflet about the hearing read:

"Enough of the Mayor's staffing cuts and freezes! Enough of the speed-ups and understaffing! Many of us temporary workers, CETA and SCET, have worked for years. Yet, when regular workers retire or quit, we have to do the work, but no one is hired into the regular position. Now over half the workers in the Parks Department are



SCET and CETA workers came out to the City Council budget hearing last April 20.



Sister Rose Brennan, SCET worker at the Rose Garden, spoke for the Temporary Workers Committee.

ROAD DIVISION NEWS

Construction Equipment Training Provided For Rural Baseyards

At the urging of the union and in accordance with Section 47 of the Blue Collar Non-Supervisory Agreement, the C&C Road Division has finally established and implemented a training program to enable the rural Baseyard employees to qualify for the Construction Equipment Operator I Class.

On May 2, 1977, the installation for this formal training for road employees was held with the Department Chief Wallace Miyahira presiding over the ceremonies. The course contract by the City and the County. The training will include a combination of classroom instruction and actual equipment operation. Employees successfully completing the required courses will receive certificates in addition to being acknowledged as qualified operators. Others who complete their training and are judged not yet qualified will be

given additional training in order to qualify as operators at a later date.

The Union's insistence that management provide the Rural employees with equipment training began on October 10, 1975, because of promotional disputes with Public Works and Road Division officials. Men in the satellite yards were being passed over for equipment operator vacancies in favor of employees that administrators considered to be "qualified operators" from other baseyards.

Despite the fact that it took two years to develop in-house training for the men, credit should go to the Chief Engineer for complying with the union's wishes. Hopefully, this will not only qualify candidates for construction equipment, but in addition, will provide them with promotion opportunities from within their respective baseyards.

C&C Road Worker Strum His Way into the People's Heart

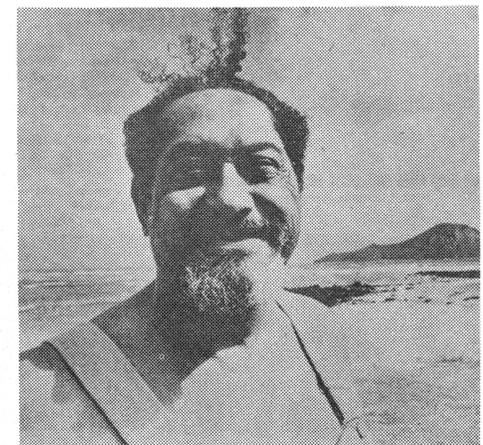
We're Proud of Gabby Pahinui

Brother "Gabby" Pahinui laughs at the idea of anyone wanting to know about his "life and hard times."

Some of us knew him at the Road Department, a friendly, easy-going man with some of our virtues and some of our vices. But how he could strum a guitar! We knew he loved his brew, but we didn't know where this man had been. Modest, unpretentious, Gabby never changed even when his tunes became more acclaimed. He never acted like a big celebrity.

Over a year ago, though, Brother Gabby got hit from behind by a speeding car when his road gang was out on a job, and ended up with badly pinched nerves in his neck and back. He has been seeking disability compensation from the City. The injury was serious. According to his doctors, his arms may never be the same again, and Gabby says he loses all feeling in his strumming arm after a few minutes of playing.

But Gabby, after a life of hard times, takes his present situation in stride: "I had my time already. I recorded



Brother Gabby Pahinui.

something like 15 or 16 albums and I played in over 200 bars and clubs around town. It's somebody else's turn to have their time now and do something different, something new."

(Next time: A brief self-portrait of Gabby Pahinui, thanks to the interview of HAWAII OBSERVER writer Brian Thornton.)

MEETING NOTICE

Oahu Division Agenda Meeting — Board Members Only
June 6, 1977 — 6:30 p.m. — UPW

Oahu Division Executive Board Meeting —
Board Members and Unit Chairpersons Only
June 9, 1977, 7:00 p.m., UPW Hall

Future Oahu Division meetings are as follows:

Agenda, 6:30 p.m. — July 11, August 8, September 1;

Executive Board, 7:00 p.m. — July 14, August 11, September 8.

Pre-Convention Caucuses, 9:15 a.m., August 13, October 1.

NOTE: All meetings are to be held at UPW Hall.

Other Meetings in June at UPW Hall:

Airport Unit, Mon., June 6, 7 p.m.; Parks Unit, Tues., June 14, 7 p.m. Retirees Committee, Wed., June 15, 9 a.m. [features showing of film on bombing of Kahoolawe]; U.H. Unit, Fri., June 17, 7 p.m.

University Unit To Meet Friday, June 17

An important meeting of the U.H. Unit is set for Friday, June 17, at 7 p.m. at UPW Hall. Delegates to the Union's October Convention will be nominated and elected that night. All members are urged to attend.

B.A. Kajiwarra On Vacation

B.A. Betty Kajiwarra will be on vacation from June 13 to July 5. Members needing assistance during

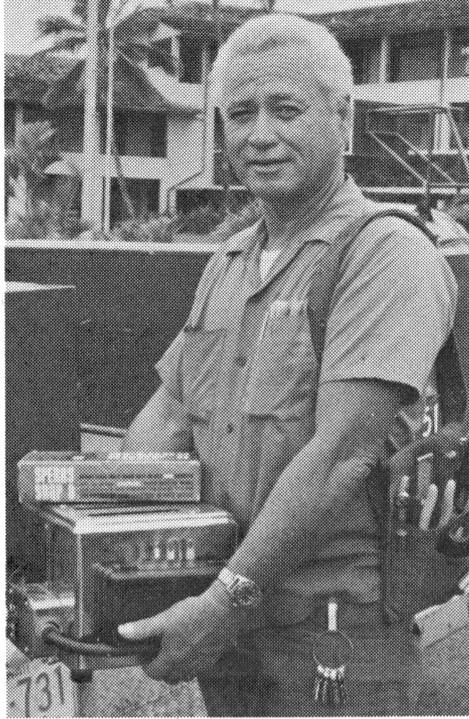
this period may contact Paul Hong or Bob Chang at the UPW, 847-2631.

* * * *

Our Kamehameha Schools Workers



Brother Roger Okuda, a mechanic's helper for the past 4 years at Kamehameha.



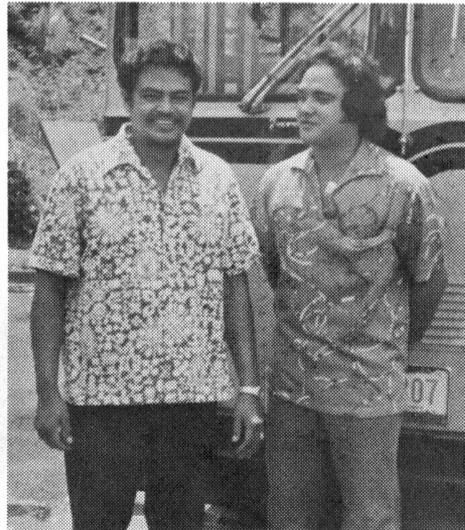
Kamehameha Schools UPW Unit Vice-Chairman Brother Charles Mitchell, on the job.



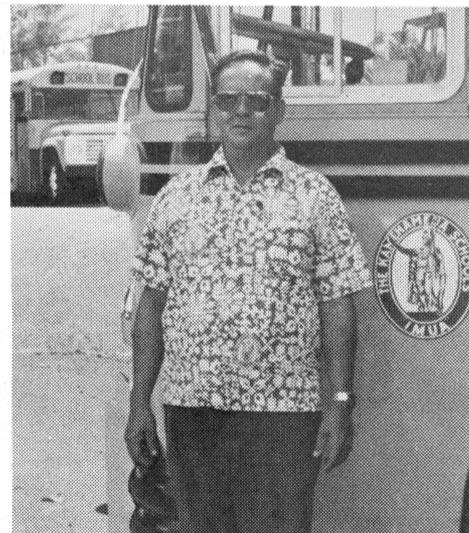
Brother Richard Ching, a Kamehameha Schools mechanic, operates a forklift here.



Brother Domingo Guiet, 9-year veteran groundskeeper at Kamehameha Schools, is shown operating the lawn mower.



Brother Al Cembrano (left) stands with B.A. Leighton Sukanuma in front of his bus. Al has worked at Kamehameha for 15 years.



Brother Joe Rodrigues, 7-year veteran behind the wheels of a Kamehameha Schoolbus.

JUNE 26 WORKSHOP FOR DIVISION OFFICERS

An all-day training workshop will be held Sunday, June 26, beginning at 9:30 a.m. for all Hospital Division officers and stewards. The workshop

will be held at UPW Hall, 1426 N. School St. and lunches will be provided. So all officers and stewards please attend!

HOSPITAL DIVISION JUNE MEETING SCHEDULE

KAHUKU	Wed., June	1- 4:30 p.m.	Kahuku Library
KAMEHAMEHA SCHOOLS	Wed., June	1- 7:00 p.m.	UPW
PALAMA SETTLEMENT	Tues., June	7-11:30 a.m.	Palama Settlement
DIVISION EXEC. BOARD	Tues., June	7- 7:00 p.m.	UPW
KUAKINI	Wed., June	8- 4:30 p.m.	Kuakini
WAHIAWA	Thurs., June	9- 3:30 p.m.	Wahiawa
HALE NANI	Tues., June	14- 4:00 p.m.	UPW
QUEEN'S	Thurs., June	16- 7:00 p.m.	UPW
POHAI NANI	Tues., June	21- 7:30 p.m.	Pohai Nani
OFFICERS WORKSHOP	Sun., June	26- 9:30 a.m.	UPW

HOSPITAL DIVISION NEWS

Hospital Division Testimonial For Murin

Brother Steve Murin, one of the early organizers of our union, and our first Hospital Division Director, was duly honored and bedecked with leis at a spirited testimonial given in his honor by our Hospital Division last May 14. Brother Steve recently retired as the UPW's Contract Implementation Director after more than 26 years of service in a variety of union posts.

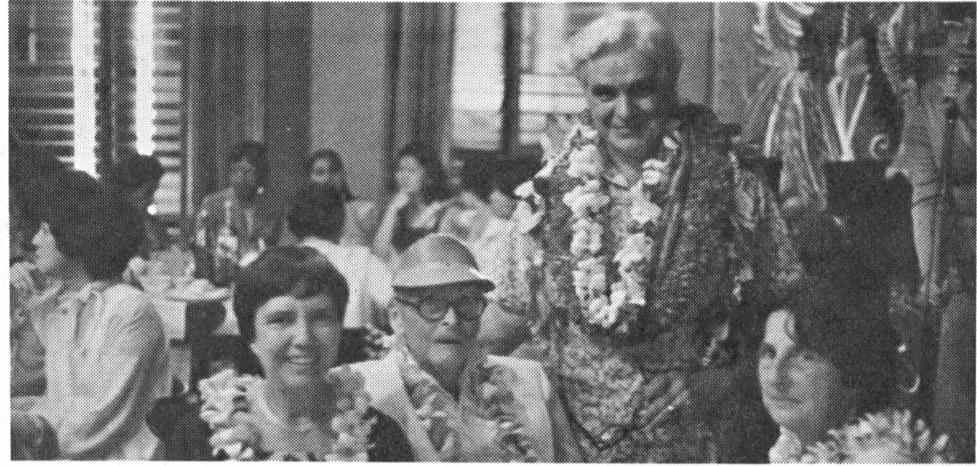
More than 150 workers were on hand for the Saturday evening dinner at Wo Fat's, and many units took the occasion to take the mike and present Brother Steve with gifts. Brother David Trask and Russell Okata were among those attending from the HGEA, and AFSCME representative Al Hamai and his wife were also on hand.

Several old-timers that Steve worked

with in organizing hospitals and care homes attended the dinner and spoke with affection of their times with Steve. Muralist Jean Charlot, who worked with Steve in creating the beautiful UPW murals, was also present.

Brother Murin spoke to those attending, saying, "I can tell you really wanted to be here, and that makes this gathering very special and dear to me." He urged them to continue their efforts on behalf of Hawaii's working people and make the union more responsive to our members and responsible to the community, encouraging active involvement in community issues and affairs.

All in all, it was a memorial evening in tribute to a UPW veteran.



Brother Steve Murin poses with mural artist Jean Charlot and family at the recent testimonial dinner given for Brother Steve last May 14 by the Hospital Division at Wo Fat's restaurant.

Do Banks Run Hospitals?

"As hospitals develop bigger and bigger mortgages, bankers have more to say. . . . Hospitals will have to cut the cloth to fit the economic pattern. Some perfectly wonderful programs will go down the tubes. The quality of health care will suffer."

—Joseph Sloss, former president of Mt. Zion Hospital in San Francisco

Banks wield enormous power over hospitals today because the hospitals are heavily in debt. Charitable donations are no longer large enough to pay for hospital construction or even to purchase expensive equipment. So hospitals have turned to the banks and insurance companies for loans.

The consequence of bankers controlling social services has been shown most dramatically in the fiscal crisis of New York City. In pursuit of bank profits — prompt repayment of loans with interest — banks which have lent money to New York are insisting on the closing of schools, hospitals, fire stations and libraries. The same kind of cutbacks, though not yet so apparent, are affecting private hospitals around the country.

As hospitals are squeezed for money, the bankers and boards of trustees put economic considerations before health care needs. The bankers demand repayment of loans, regardless of consequences; and in order to do this, the trustees cut the less profitable services regardless of the need.

From this viewpoint, surgery rooms and X-ray departments are "valuable" since they produce money. Out-patient clinics are "not valuable" since they lose money. Free and part-pay clinics for the poor are worst of all from the bankers' point of view.

THE BANKS' STRANGLEHOLD

The banks have three kinds of economic hold over the hospitals: 1) the multi-million dollar construction loan — the hospital's biggest obligation to the bank and the step that gets the hospital into hot water; 2) the short-term loan required by a shortage of

money caused by over-expansion and empty beds; and 3) the banks leasing of major equipment to the hospital.

In these transactions, the banks impose conditions: the hospital can't take out another loan without the bank's okay; it can't purchase or lease expensive equipment without bank review, etc.

The final straw in hospital dependence on banks is the "locking in" of a hospital to one bank. Whereas years ago a hospital might have accounts (and loans) with several banks, today most hospitals have one primary bank.

Often the economic relationship between the bank and the hospital is personified and solidified by a banker who sits on the hospital board of trustees. These people may help to bring about the locking in of the hospital to their banks. But once the loans are made, the bank's power comes less from whoever is on the board, and more from its economic leverage.

(This article is excerpted from Health PAC/West, 558 Capp St., San Francisco, CA. 94110.)



HAWAII

Hawaii Division Kick-off Party — A Night of Fellowship and Dancing

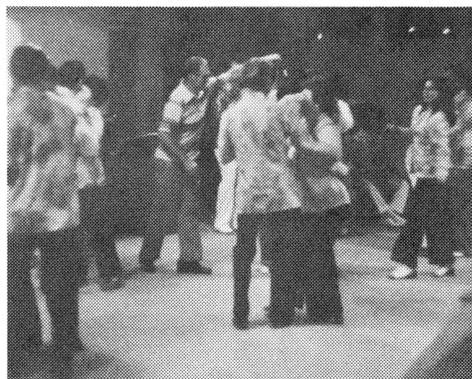
By Ann Delos Santos, Business Agent

Hawaii Division held its 1977 Kick-Off on April 30th at the AJA Hall. Speaking before friends and members, **Brother Henry Epstein** reminisced over the early struggles of the Union and the organizing efforts of leaders **Brothers Steve Murin and Jackson Ah Chin**.

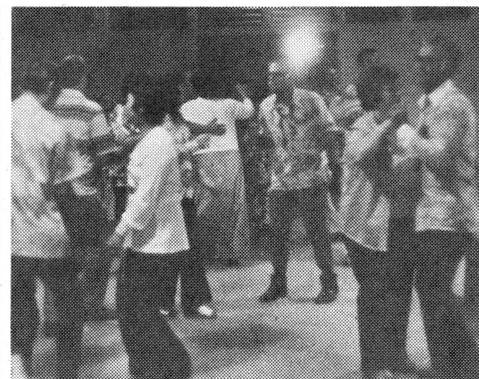
The stew-and-rice affair was spearheaded by **Brother Joe Kapahu** with committee members, **Franklin Baptiste, Kenneth Fukuhara, David Rodrigues, Ciriaco Coloma, Yukio Nishimoto, Liz Ah Chin, Sarah Togashi and Flora Song**.

Assisting also were **Kiyoshi Nagata, Hiroko Kawaoka, Nancy Coloma, Clara Yanabu, Herbert Victorino, William Ahia III, Dora Costa, Henrietta Carvalho, Masako Nishikawa, Anne Fujii, and Elaine Kaiki**.

It was a night of fellowship, with



Members and Friends dancing to the music of The Latin Four.



hidden talent coming to light when **Brother Kiyoshi Nagata** glided smoothly through several waltzes. Dance music, provided by the **Latin Four**, gave many an opportunity to "shake their booties" and "hang loose".

Our congratulations to **Brother Joe**

Kapahu and all those who assisted in putting the show together. To those who came, we hope you enjoyed yourselves. I would like to also thank **Brother Chris Lauronel**, our dedicated steward at Keahole Airport, for traveling so far to join us that night.

Letter to Our Hawaii Division Officers & Members

I have recently been appointed by our State Director to fill the vacancy of Hawaii Division Director.

I am taking over the job of a brother who taught me a lot about our union and whom I considered to be a very knowledgeable person. After serving almost three terms as State President, it was really not an easy decision to leave that position to accept a full-time position as a staff member. We have a good State Executive Board and I have really enjoyed working with the Board. I would like to express my appreciation and gratitude for the wonderful cooperation I received from our State Executive Board members.

As I begin my new duties as a staff member in Hawaii, I would like to humbly ask our brothers and sisters on Hawaii for their cooperation. Working jointly, we hope to really take care of the needs of our members here.

Mahalo,
Jack Konno
Hawaii Division Director

Our Big Island Media Mobile Driver



Brother Malo Tani Ooka-Rosa 'Rio, media Mobile Driver for the Hawaii Public Library.

Brother Malo Tani Ooka-Rosa 'Rio, Hawaii Public Library's Media Mobile driver, visits a new location every day. Since the Media Mobile hit the road in the middle of February, he and a librarian from the library have visited students at Kalaniana'ole, Kaumana, Keaukaha, and St. Joseph's Schools; been to all the senior citizens centers in and near Hilo; made stops to the Hilo Shopping Center and the Kaiko'o Hilo Mall, the State and County Buildings, the Hilo Swimming Pool, Wailoa State Park, Onekahakaha Beach, and almost every residential subdivision in Hilo.

Besides driving the truck and being responsible for maintaining it, he is in charge of circulation procedures for the program. And it is a good thing for the library that he also has some artistic talents, because he designs most of the signs that cover the interior walls of the Media Mobile.

Malo's schedule is a very flexible one, dependent on where the truck is going on a particular day. The Library worked with UPW Agent **Annie Delos Santos** in setting his work days. Some days he starts at 8 a.m., other days at 9:30 or 12:30, and since the Media Mobile is experimenting with Saturday morning stops, he sometimes works a six-day week, with two half-days included. All of these changes have been made with service to the library's public in mind.

Brother Malo has been with the Hawaii Public Library for ten years as a bookmobile driver, and now is the Media Mobile driver. He is a member of Unit I.

So, for the newest thing in public libraries, visit Malo and the Media Mobile when it visits your area. Borrow paperbacks, magazines, comics, toys, posters, 45 rpm records, Japanese, Ilocano materials, and watch a colored television program, too!

Unit 1 Settles Non-Cost Items in Contract

(Continued from P. 1)

Under Section 34, Meals Allowance, the Union has deleted any phrase about the employer furnishing meals and, instead, has established a set meal allowance stipulated in the contract. U.H. cafeteria workers are now guaranteed free lunches by a provision in the contract; a previous letter of understanding had gotten them this benefit earlier.

On D.O.E. Vacation Leave, D.O.E. workers need not give only 2 weeks prior notice of their intent to take a vacation during the school term (instead of 30 days notice), subject to the other provisions of the Section 36.

Workers on vacation leave who get sick for one day or more can transfer this illness period to be charged to sick leave after their return to work, provided they can document their request (Section 37).

SPECIAL PROVISIONS

Kalaupapa workers living topside on Molokai are now to be provided two (2) roundtrips between work and topside each month, and one such round trip for workers residing in Kalaupapa. Management will pick up the tab for the air fares.

Unit 1 workers at Waimano Training School and Hospital stationed in Wings 1 and 2 of Building 4 or in Building 6 will now get the same 20¢-an-hour

differential (10¢ a half hour) given to Unit 10 workers in these areas. Workers doing autopsy clean-up work in any facility will also receive this same differential. Both groups of workers will

get a 10¢ differential for a half-hour worked in the above situations.

The mileage allowance has been increased to 18¢ a mile for the first 600 miles and 12¢ a mile thereafter.

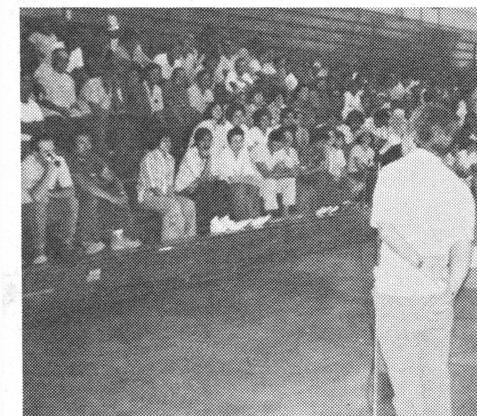
Post Printers Win Reduced Charges

Last month **The Organizer** printed a short article on the Washington Post Pressmen's Strike and the serious felony charges made against 15 of the strikers for allegedly destroying some of the Post's equipment the night the strike began.

Good News! On last April 14, after months of harassing the strikers, the U.S. Attorney's office dropped all felony charges against them and allowed them to plead guilty to misdemeanors, mostly "disorderly conduct" charges. This compromise was a substantial victory for the pressmen and showed the weakness of the government's case against them. At first the Post claimed the pressmen had done \$15 million in damage to its presses, but months later reduced their damage claim to \$240,000. The pressmen say the Post spent only about \$13,000 actually to repair any damage done in the heat of the strike and in outrage against the Post's strike-breaking, union-busting conspiracy.



Their strike continues into its 21st month and has enjoyed wide popular support in Washington, D.C. and nationwide with more than \$100,000 raised for their defense. Funds are still needed and can be sent to: Local 6 Defense Committee, 12433 Kemmerton Lane, Bowie, Maryland 20715.



Brother "Yoshi" Murakami, Maui Division Unit 1 Executive Committee member, explains the Unit 1 wage package to more than 300 Unit 1 members at the Maui Memorial Gym at a Section 8 meeting held on April 14, 1977.



Sister Leatrice Kahalekulu and Brother Biart Andrade served as secretary and chairman, respectively, of our Unit 1 Negotiating Committee. Gary Rodrigues, Kauai Division Director, was the UPW's chief spokesman.

TWO ARBITRATION CASES SETTLED ON KAUAI

Last April Arbitrator Stanley Ling ruled on two grievances which arose under our Unit 1 Contract on Kauai. The UPW won one and lost one of the arbitration awards.

MEDEIROS SUSPENSION CASE

The first case involved the part-of-a-day suspension of Kauai County worker, **John Medeiros**, for using profane language in arguing with his supervisor, **Mr. Abraham Aka**. Kauai Division Director **Gary Rodrigues** filed a grievance against the suspension saying it was not justified given the circumstances and charging that management had failed to give the union written reasons for the disciplinary action within 48 hours. Section 11.01 of the Unit 1 Contract requires such written notification.

Brother Medeiros had confronted Mr. Aka last December 10, 1976, for phoning his mother-in-law, apparently to check on his use of emergency vacation leave

on December 8 when his wife was suffering from flu and high blood pressure. Brother Medeiros had gone home to take care of his 3-year old child. Mr. Aka claimed he had called not to check on Mr. Medeiros, but because he was concerned about his wife as a family friend. When the argument became heated, Mr. Aka sent Medeiros home for the rest of the day as a suspension.

Arbitrator Stanley Ling upheld the disciplinary action taken, but ruled that management's failure to notify the union within 48 hours in writing of the reasons for the suspension COULD have voided the disciplinary action. The union had argued that, lacking this notice, the suspension must be overturned.

Arbitrator Ling disagreed, saying that lack of the notice did not, in this case, hamper or harm the union's handling of Brother Medeiros' grievance. In fact UPW representative

Gary Rodrigues met with Mr. Aka on the grievance on the day of the suspension. Therefore, Ling ruled, the union had "sufficient facts to initiate the grievance" and the suspension would stand. Ling did note:

"... While the failure (of management) to meet the 48-hour written notice requirement does not automatically void the disciplinary action, such a failure if detrimental to the Grievant would make the disciplinary action voidable."

SAFETY GLASSES GRIEVANCES WON

Another Kauai grievance ended more favorably for the union, with Arbitrator Ling ruling that a Kauai County heavy truckdriver's request for reimbursement for the purchase of new safety eyeglasses prescribed by his eye doctor was justified under the terms of the Unit 1 agreement. Since the new glasses

KAUAI

were needed to correct Brother Fernandez' vision to 20/20 in each eye, Ling ruled they were necessary.

The employer had paid for safety glasses for this worker three times before, once in 1973, and twice in 1975, but when Brother Fernandez applied for payment for a new prescription issued by his eye doctor, the County refused. Their policy in implementing Section 46.03 had been to issue new replacement glasses only once every two years "unless otherwise recommended by attending Optometrist or Ophthalmologist" — a policy which they had already broken.

Ling found that the ophthalmologist had so recommended and that the corrected prescription was necessary to safe, adequate performance as a heavy truck driver. He disagreed with the union that the employer had established a practice of replacing eyeglasses more frequently than once every two years. But Ling did find that the vested rights of the employee in having safe eyewear did not end under a previous Unit 1 contract when that contract expired on August 31, 1976. The union had filed its grievance under a new contract which took effect in September, 1976. [It had taken management five months to let Mr. Fernandez know it had rejected his request.]

The arbitration case was costly, but the worker's right to safe eyewear (costing up to \$75 a pair) under established provisions, was upheld by the ruling. UPW Attorney **Ed Nakamura** handled the case for the UPW.

Maui, Lanai and Molokai



An educational class co-sponsored by the UPW and HGEA was held on April 18 at the UPW Building in Wailuku. Resource person was **Mr. William Kinaka**, a practicing attorney from Lahaina, who talked on the subject of "Wills and Trust". Approximately 30 members from the UPW and HGEA attended the class. Mr. Kinaka discussed the subject matter for nearly three hours for the benefit of our AFSCME members. Mr. Kinaka is at the head table in front of the blackboard.



Unit 1 members of the Maui Memorial Hospital Unit vote on Unit 1 wage package. Placing his ballot in the ballot box is **Brother Vernon Cordeiro**, Unit Vice-Chairman.

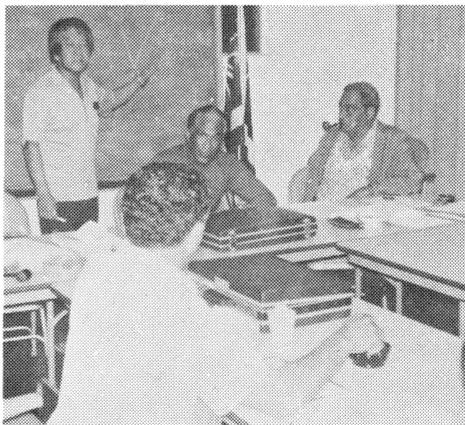
Ratification Vote By Maui Division

In view of the many requests by Units in the Maui Division as to the recent Section 8 meetings relative to the ratification vote on the "wage package" agreed, the following is a breakdown of the ratification results on the various meetings held throughout Maui, Molokai, Lanai and Kalaupapa.

Unit 1 Ratification Vote on Wage Package

Voting Area	Yes	No	Total Votes Cast
Maui Memorial Gym	248	33	281
Lanai	18	0	18
Maui Memorial Hosp.	32	0	32
Kula San	30	0	30
Lahaina	24	3	27
Hana	35	0	35
Molokai	64	2	66
Kalaupapa	19	3	22
	470	41	511

Percentage (91.98%)



Brother "Yoshi" Murakami explains wage package of Unit 1 agreement to members of the Maui Division Executive Board.

Unit 10 Ratification Vote on Wage Package

Voting Area	Yes	No	Total Votes Cast
LANAI	4	0	4
Maui Memorial Hospital	33	0	33
Kula San	29	1	30
Hana Medical Center	1	0	1
Kalaupapa	2	0	2
Maui Correctional Center	13	1	14
	82	2	84

(Percentage — 97.62%)

B.A. Hussey on Vacation

BA Adrian Hussey will be away from his desk from the period June 6 to June 27, enjoying his vacation with his wife, Myrtle, on the West Coast.

All Units represented by Brother Hussey will not be having meetings during the month of June, unless for any emergencies, meetings will be "on call by the respective Unit Chairman."

Used "Sabbatical Leave" Provision Lanai UPW Practical Nurse Graduates In R.N. Program

Congratulations to **Sister Dolores M. Fabrao**, an LPN at the Lanai Community Hospital, for being the first Unit 10 member to be granted a "Sabbatical Leave", in conjunction with Section 47.06 of our Unit 10 Agreement.

Sister Fabrao had been continuously employed at the Lanai Community Hospital since August 22, 1967, with previous government service at the Waimano Hospital and with the City and County of Honolulu.

It was on August 8, 1975, when Sister Fabrao first filed her application for a "Sabbatical Leave", covering the period January, 1976, through June, 1977, to attend courses at the Maui Community College, to become a Registered Nurse.

However, since the original application for the period January, 1976 through June, 1977, extended beyond one year and the break in the calendar period would result in the awarding of two sabbatical leaves, which is precluded by the language of our Unit 10 contract, Sister Fabrao was advised to request for an Educational Leave without pay, for the period January, 1976, through June, 1977, and change her sabbatical leave application, to cover the period September, 1976, through

June, 1977.

After four months of communications with the Department of Health, and resubmittal of her sabbatical leave application, approval was finally granted in December, 1975, whereby, Sister Fabrao would be placed on an Education Leave without pay from January 5, 1976, to May 31, 1976, and a "Sabbatical Leave" from September, 1976 to June, 1977.

Much credit must be given to **Sister Fabrao** for her persistence and untiring efforts in pursuing her objective.

Sister Fabrao graduated on Saturday, May 7, 1977, after completing the requirements for graduation from the Career Ladder in Nursing Program of the Maui Community College, Kahului, Maui.

Sister Fabrao and seven other young women received their nurses pins in a ceremony on Sunday, May 15, at Maui Community College. They are the first graduates in the RN program of the Career Ladder Nursing Program.

We extend our sincere best wishes to **Sister Dolores M. Fabrao** on her graduation, and wish her many, many years of continued success in her new endeavor.

Mahalo to the UPW!

Dear Al Cravalho:

It gives me great pleasure to inform you that I have thus far completed the requirements for graduation from the Career Ladder in Nursing Program of the Maui Community College, Kahului, Maui.

Please let me express, at this time, my deepest appreciation to you and the officers of the United Public Workers Union, especially our Business Agent,

Adrian Hussey, for having worked so hard to get my Sabbatical Leave approved. Without the provision for Sabbatical Leave in our Unit 10 contract I would not have been able to realize my goal. You have all worked diligently to help us, the common workers. . . .

Again, Dios unay ti agngina. Salamat!

Sincerely yours,
Dolores M. Fabrao

MAUI DIVISION JUNE MEETING SCHEDULE			
DIVISION EXECUTIVE BOARD	Fri., June 3—	7:30 p.m.	Division Headquarters
MAKAWAO UNIT	Tues., June 21—	3:00 p.m.	Baseyard Office
KULA UNIT	Wed., June 22—	7:30 p.m.	Keokea Park Pavilion
LAHAINA UNIT	Thurs., June 23—	3:00 p.m.	County Baseyard
DAGS UNIT	Fri., June 24—	3:00 p.m.	Carpenter Shop
RETIREE COMMITTEE	Mon., June 27—	10:00 a.m.	Division Headquarters
HANA UNIT	Tues., June 28—	11:30 a.m.	Baseyard Office (County)
WAILUKU UNIT	Thurs., June 30—	3:00 p.m.	County Baseyard

NOTE: OTHER UNIT MEETINGS WILL BE "ON CALL" BY THE RESPECTIVE UNIT CHAIRMEN

Unit 10 Workers Ratify Non-Cost Items

In mid-May the Unit 10 Executive Negotiating Committee reached agreement with management on the terms of a new 2-year contract for the 1,500-member unit of non-professional institutional workers. The new contract received a strong vote of approval during ratification meetings the week of May 16-20.

Unit 10 Secretary Josephine Bucaneg told the Organizer that the union's negotiating committee was "pleased" with the new contract, especially with getting three new sections: **Dress Code, Licenses, and Physical Exams.** She said she felt management "listened to us this time and were sensitive to what we were saying."

CONTRACT CHANGES

Under Section 3, **Discrimination**, the Union maintained language against discrimination of all kinds "in accordance with applicable EEOC guidelines," but gave up the right to arbitrate these issues. "The employers told us we had a 'double track', and could go to the federal EEOC for final relief," Josephine explained.

The grievance procedure itself was streamlined through changes in Section 15, to shorten the time the procedure takes.

One important gain is the **20¢ hourly pay differential** won for CISU workers at State Hospital (Section 24.02), subject to consultation between the Union and the Director of Personnel Services on which workers qualify for the differential. The Union also won an **allowance for revised uniforms**, which will be furnished at management's expense (Section 22.05).

On **seniority** (Section 16), temporary assignment is now limited to a maximum of 180 working days a year,

and a provision is now included allowing work units or work places to select shifts according to present practices for the life of the contract or subject to modification by agreement with the Union.

The Union will now be provided with a copy of vacancy announcements for Unit 10 positions, and such announcements must be posted at **least 10 days prior** to their closing dates for application.

Even workers on authorized leaves can now request they be notified of any vacancies arising. A senior employee on authorized leave is now given 15 days from the date of the announcement of a promotion opportunity to apply. While on leave, he or she may upon written request, attend job interviews, provided he or she returns to work **within 10 days** of the last interview given for all qualified employees.

On Section 17, **Personnel information**, the changes provide that a worker can ask that all derogatory material not relevant to his employment be reviewed and destroyed after **2 years** (instead of 3 years), but there will be no more automatic destruction of such material after 5 years. Any employer decision to keep some such material in the file must be in writing, and the employee's employment history "**shall not be altered**". The worker can file a grievance against a Department Head's unfavorable decision.

On **Lay-offs**, Section 12, The Union won the requirement of **90-day prior notification**, after which the Union "**may request a meeting with the Employer**" to discuss the employer's plans and reasons for a lay-off. Federal workers are exempted from this protection when the local employers



Unit 10 members of the Maui Memorial Hospital Unit vote on new wage package.

have not been given adequate notice by the federal government of funding cutbacks.

On **Leaves of Absence** for Union Business, the Unit 10 Committee won provisions similar to Unit 1's, allowing workers **vacation leave or leave without pay**, with adequate prior notice, for union business. This includes leave for up to **three lobbyists** a year as well, provided no more than one from any one facility.

Language on **Stewards' Rights** and the Union's right of access to

employer's premises has been improved in **Sections 4 and 5.**

Stewards are to be allowed **time off with pay** to investigate complaints and resolve grievances, and transportation may be furnished to assist a steward in those tasks.

On **Discipline** (Section 11), the employee and the Union must be given reasons in writing for any discipline or within 48 hours after a discipline is given out of immediate need.

Under Section 29.03, workers must be paid for **temporary assignment** work within 30 to 45 days from the end of the pay period in which **t.a. duties** are performed.

Night Differential (25¢) will now be paid to any employee for whom at least one-half of his scheduled straight time hours fall between 6 p.m. and 6 a.m. for all straight time hours worked. If less than half, then he or she shall receive the additional 25¢ per hour for each actual hour worked between those hours (13¢ for a half hour).

(Continued on P. 3)

Mutual Aid Fund Increases Benefits

In view of favorable claim experience over the past year, the Mutual Aid Fund Committee has voted to **increase hospitalization benefits from the present \$18.00 per day to \$20.00 per day effective July 1, 1977.**

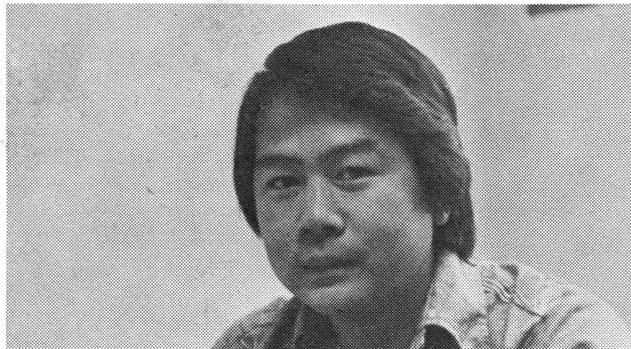
If you are not presently enrolled in this union benefit, come down to the union hall or contact your steward to sign up. **Remember** you must be enrolled in this plan to qualify. Many of our members thought they had the plan but never made it a point to join. Cost to the member and his family is still only a dollar per month per person.



Brother Raymond Lavalouis, long-time Mutual Aid Fund chairman.

• UNITED PUBLIC WORKERS • LOCAL 646 AFSCME, AFL-CIO • 1426 North School Street, Honolulu, Hawaii 96817

MEET YOUR STAFF



Brother Ron Taketa, a Business Agent with the Oahu Division, was recently appointed by State Director Henry Epstein to fill the post vacated by Brother Steve Murin who retired. Brother Taketa, who assisted the last round of Unit 1 negotiations, is now the Director of Contract Implementation.

Retirees' Rights

All retirees are advised that they **do have the right to vote**, according to the UPW's Constitution amended in October, 1975.

Article IV, Section 11, states:

"Section 11. Pensioned and Retired Members. No retired member should be a candidate for elective office in a local union, council, or the International Union; provided, however, that this restriction shall not apply to service as a member or chairman of any committee, whether appointed or elected, except that no retired member shall serve as a member of any negotiating committee. A retired member may be a delegate to central and state bodies of the AFL-CIO, to councils chartered by the Federation, and to Conventions of the International Union and shall in all other respects be eligible to represent his local union or council.

"A retired member shall have the right to vote on all matters coming before the local union except that he shall not have the right to vote in any local union election or on any matter concerning negotiating proposals or the acceptance or rejection of any offer made by management."

According to State Director Epstein, however, there is some question as to what a "local union" means which still needs interpretation.

State Board Offers New Plan to UPW Members

Cancer Insurance Policy Available

As a service to its members, the United Public Workers State Board is making available a new cancer insurance program administered by Hawaii Insurance Consultants, Ltd. It is estimated by the American Cancer Society that one out of every four residents of Hawaii will be struck by cancer at the current rate. Treatment for cancer is covered under both HMSA and Kaiser. Under HMSA it is provided for through the Basic Plan and supplemented by the Major Medical Coverage, while under Kaiser full coverage is provided subject to the one dollar deductible. Most insurance plans merely duplicate this coverage, but the UPW plan underwritten by Pacific Union Assurance Co., offers something different and invaluable: a **daily in-hospital cash payment for each day a person is hospitalized for cancer treatment.** There are two day limits to choose from: **\$75 a day or \$100 a day.** The plan pays up to a maximum of 360 days for hospitalization. In addition, the plan offers a person the option to purchase outpatient x-ray and chemotherapy treatment for actual expenses incurred up to **\$1,500.**

One of the significant features is the low cost. For the \$75-a-day plan for an individual member under 60 years of age, the one-year cost is \$9.50 and \$22.00 a

year for family coverage including the member. In addition, **payments are made directly to the member or beneficiary and not to the doctor or hospital.**

The plan does have limitations and exclusions which are as follows:

1. To enroll, a member or spouse must be **under 70 years of age.**
2. Members age 60 to 69 may still enroll but based on a **different rate schedule.** (Example: \$75-a-day plan, member only, \$18; family, \$39)
3. Once enrolled, a member may continue **up to age 75** unless the plan is terminated by the insurance company or by the UPW.
4. **At age 65, the benefits and covered period are reduced by 50%.**

Upon enrollment, there is a **90-day waiting period**, during which anyone treated or diagnosed for cancer is not covered. (This provision only applies to new enrollment and prevents adverse selection. This provision is presently contained in all cancer insurance plans.)

Call HAWAIIAN INSURANCE CONSULTANTS at 536-4546 or come to the UPW offices for more information.

Boycott Coors

The National AFL-CIO has called upon all its members to boycott Coors beer because of the company's anti-worker, anti-union policies.

When on the mainland, please do not bring back any Coors beer. In this way, you'll be helping workers at Coors win a decent union contract and better pay and working conditions.

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- Units 1 & 10 Contract Summaries
- State Hospital Problems
- Gabby Pahinui and Road Division News
- State Board Meeting and Legislative Wrap-up