

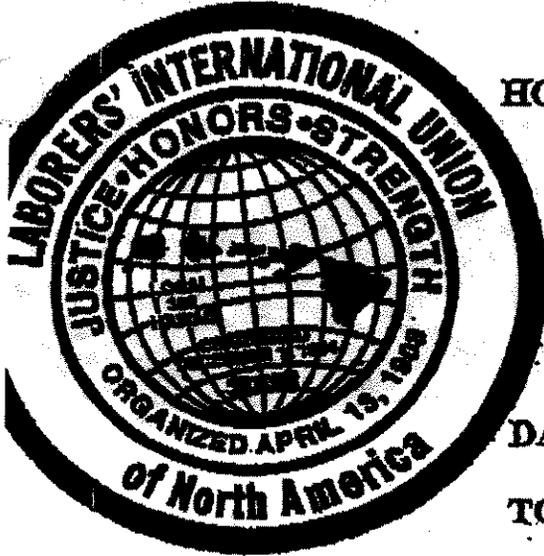
LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

LOCAL 368 - AFL-CIO
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FACSIMILE TRANSMISSION
(COVER SHEET)

DATE: 11/1/02 TIME: _____
TO: Mr. Sam Callejo
FROM: Mr Ben Saguiso



NUMBER OF PAGES (INCLUDING COVER SHEET): 6

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| <input checked="" type="checkbox"/> For your information | <input type="checkbox"/> Answer Direct |
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| <input type="checkbox"/> For appropriate action | <input type="checkbox"/> Advise |
| <input type="checkbox"/> For your approval | <input type="checkbox"/> Call |
| <input type="checkbox"/> Re: our discussion | <input checked="" type="checkbox"/> Per your request |
| <input type="checkbox"/> Sign & return signature | <input type="checkbox"/> Prepare reply for |

ADDITIONAL REMARKS: Original in mail

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LABORERS' INTERNATIONAL UNION OF NORTH AMERICA LOCAL 368, AFL-CIO



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Sergeant at Arms

November 1, 2002

Mr. Sam Callejo, Chief of Staff
Office of the Governor
Executive Level
415 S. Beretania Street
Honolulu, Hawaii 96813.

RE: Laborers' Local 368 – PT-T, AFL-CIO's Request
for Redress from the State of Hawaii

Dear Mr. Callejo:

In response to your request on Monday, October 28, 2002, I am sending to you, in your capacity as the Chief of Staff of Governor Benjamin Cayetano, the redress that the Laborers International Union of North America, Local 368 - PT-T, AFL-CIO (Union) seeks from the State of Hawaii and its subdivisions, including the DOE (Department of Education).

The Union seeks a written contract between itself and the State of Hawaii, via its Governor, the Board of Education of the State of Hawaii, the Superintendent of Education of the State of Hawaii (collectively referred to as "employer"), in which the Union is recognized as the exclusive representative of all substitute teachers employed by the State of Hawaii, and further creating the right, via said contract, (Recognition Agreement), of the Union to bargain collectively with the employer (the aforesaid governmental entities), over the wages, hours and other terms and conditions of employment of said



substitute teachers until a collective bargaining agreement is entered into, between the Union and the employer referred to above. The duration of the Recognition Agreement shall be three years.

Said Recognition Agreement shall also have a clause in conjunction with this obligation to bargain with the Union, the obligation of the aforesaid employer to meet with the union at reasonable times and locations to negotiate over the wages, hours and all other terms and conditions of employment of substitute teachers employed by said employer, and that the above-mentioned employer of the substitute teachers will not change the wages, hours and other terms and conditions of employment prevailing at the time of bargaining, until a collective bargaining agreement is reached, except that the wages of substitute teachers shall be increased at the rate set forth by statute. This clause of the Recognition Agreement shall also incorporate by reference all of the limitations and prohibitions against the aforesaid employer that are set forth in the Hawaii Revised Statutes (HRS), Section 89-13(a)(1) through (10).

This Recognition Agreement shall also have a clause that states that the aforesaid employer shall pay liquidated damages to the Aloha United Way charity in the sum of TEN MILLION DOLLARS (\$10,000,000.00) per day for so long as a breach of Recognition Agreement exists.

Said Recognition Agreement shall also contain a clause requiring that the aforesaid bargaining unit shall be a union shop in the same manner allowed in HRS, Chapter 89, including the right to automatic check off of union dues in the sum of a special initiation fee and in addition, periodic monthly dues of three percent (3%) of gross pay of substitute teachers. The initial payment of these amounts shall be deducted from the settlement of back pay claims mentioned below.

That the aforesaid entities shall properly interpret it and apply the calculation of wages for all substitute teachers stated in HRS, Section 302A-624, and shall pay all substitute teachers the back pay they are owed for the wrongful calculation of their wages under said statutory provision from 1996 to the present, along with interest due on those payments from 1996 to the present, at the statutory rate for the State set forth in HRS, Section 478-2. In making these back pay calculations and payments, the matter shall be handled as a class-action claim, with all costs and fees, including attorney's fees, handled on a common-fund basis under the method set forth by the Hawaii Supreme Court in Chun v. Board of Trustees, 992 P.2d 127 (Haw. 2000).

The Union also requests that the EUTF Board of Trustees correct the definition of "part-time, temporary, and seasonal or casual employee" to conform, word-for-word, to the definition of that term in HRS, Section 87A-1. In addition, the EUTF shall clarify its definition of "employee" in its Administrative Rules to include a specific category of "substitute teachers" employed by the Department of Education. This clarification shall mean that substitute teachers are entitled to the same health and welfare benefits that regular government employees are entitled to.

The Recognition Agreement shall contain a specific clause that provides that the aforesaid employer and the Union shall be able to negotiate over pension benefits for the substitute teachers, including the right to negotiate and agree that said substitute teachers shall be able to participate in the Laborers' International Union of North America, Local 368, AFL-CIO's International Pension Fund, and shall be entitled to bargain over the vacation and holiday benefits of substitute teachers, including the right to negotiate and agree that said substitute teachers shall be able to participate in the Laborers' Vacation and Holiday Fund.

The Recognition Agreement shall specifically provide that the aforesaid substitute teachers shall have specific, defined work years that shall be identical to the current work

years in effect in the public school system (e.g., normal 10-month school year – September through June, modified school year, and year-round school year).

The Recognition Agreement shall also provide that the aforesaid employer of substitute teachers agrees that substitute teachers are eligible to receive workers' compensation, unemployment insurance benefits and temporary disability insurance benefits, for any period of time that they suffer a work-related injury, loss of employment and non-work related injury, respectively.

The Recognition Agreement shall also provide that the foregoing employer of substitute teachers shall afford the substitute teachers the right to refuse a job referral without prejudice or discrimination to the substitute teacher for electing to refuse said job referral.

The Recognition Agreement shall also include a clause in which the aforesaid employer of substitute teachers agrees that all employment disputes between said employer and the substitute teachers shall be resolved through a grievance and arbitration clause that is substantially similar to the grievance and arbitration clause in the Collective Bargaining Agreement currently in effect between said employer and the Hawaii State Teachers Association.

The Recognition Agreement shall also contain a clause that states that the foregoing employer of substitute teachers shall not require the substitute teachers to work out of their job classification (e.g., substitute teachers shall not be required to teach special education classes, perform office clerical work, etc.).

The Recognition Agreement shall also contain a clause, which provides that substitute teachers may be disciplined or discharged from employment only for just cause.

The Recognition Agreement shall also contain a clause that states by accepting the aforesaid request of the Union and entering into a Recognition Agreement containing the provisions set forth above, the Union does not waive its right to collectively bargain over all wages, hours and terms and other conditions of employment of substitute teachers, or to bargain to incorporate said provisions in the Recognition Agreement into a Collective Bargaining Agreement.

The EUTF Board of Trustees (EUTF Board) shall seek from the State Legislature an amendment to HRS, Chapter 87A that specifically provides that Substitute teachers are entitled to the same health insurance and other benefits from the EUTF that regular, full time employees are entitled to receive from the EUTF. The EUTF Board shall not seek from the Legislature any amendment to HRS, Chapter 87a that changes the current statutory definition of "Part-Time, temporary, and seasonal or casual employee."

Thank you for your attention to these matters. If you have any questions, please feel free to contact me.

Sincerely,



Benjamin Sagob,
Business Manager/Secretary-Treasurer
Laborers' Union, Local 368, AFL-CIO