

INTERMEDIATE COURT OF APPEALS OF THE STATE OF HAWAI‘I

In the Matter of the Arbitration Between United Public Workers,
AFSCME, Local 646 AFL-CIO, and City and County of Honolulu,
Department of Environmental Services, Refuse Division

In re Arbitration Between United Public Workers · No. CAAP-24-0000382 · Decided May 26, 2026

SUMMARY

The Hawai‘i Intermediate Court of Appeals affirmed a circuit court judgment confirming an arbitration award involving United Public Workers and the City and County of Honolulu. The court held that the award was final and subject to confirmation under Hawai‘i Revised Statutes § 658A-22 despite the arbitrator's retained jurisdiction over post-award compliance, and that the confirmation motion was not untimely. The court also upheld the circuit court's discretionary denial of costs and attorney's fees under HRS § 658A-25.

CASE DETAILS

COURT	Intermediate Court of Appeals of the State of Hawai‘i
WRITING FOR THE COURT	Katherine G. Leonard; Keith K. Hiraoka; Kimberly T. Guidry
JURISDICTION	Intermediate Court of Appeals of the State of Hawai‘i
DECIDED	May 26, 2026
DOCKET	CAAP-24-0000382
DISPOSITION	affirmed
PROCEDURAL POSTURE	The City appealed the circuit court's confirmation of an arbitration award, and UPW cross-appealed the denial of its request for costs and attorney fees.
STANDARD OF REVIEW	The ruling on a motion to confirm an arbitration award is reviewed de novo, while review of the arbitral award itself is extremely narrow and exceedingly deferential. Statutory interpretation is reviewed de novo under the right/wrong standard. The denial of attorney fees is reviewed for abuse of discretion.
PRECEDENTIAL VALUE	nonprecedential

PARTIES

City and County of Honolulu, Department of Environmental Services,
Refuse Division v. United Public Workers, AFSCME, Local 646, AFL-
CIO

TOPICS

arbitration

appellate procedure

statutory interpretation

attorney fees

costs

PRACTICE AREAS

arbitration

appellate procedure

employment law

municipal law

remedies

QUESTIONS PRESENTED

1. Whether an arbitration award resolving the merits of the issues initially submitted to arbitration is subject to confirmation under HRS § 658A-22 even though the arbitrator retained jurisdiction over post-award compliance disputes.
2. Whether a motion to confirm an arbitration award must be filed within the ninety-day period applicable to motions to vacate or modify an award.
3. Whether HRCP Rule 54(d) creates a presumption that a prevailing party is entitled to costs in a proceeding under HRS chapter 658A.
4. Whether the circuit court abused its discretion by denying UPW attorney fees under HRS § 658A-25(c).

HOLDINGS

1. An arbitration award that resolves the merits of the issues initially submitted to arbitration is subject to confirmation under HRS § 658A-22 even if the arbitrator retains jurisdiction to address post-award compliance with remedial terms.
2. A motion to confirm an arbitration award is not subject to the ninety-day deadline applicable to motions to vacate or modify or correct an award when HRS chapter 658A does not establish a deadline for confirmation and no applicable statute of limitations has been identified.
3. HRCP Rule 54(d) does not create a presumption that costs must be awarded to the prevailing party in a proceeding under HRS chapter 658A; the circuit court has discretion to grant or deny costs under HRS § 658A-25(b).
4. The circuit court did not abuse its discretion by denying UPW attorney fees under HRS § 658A-25(c) because the City's opposition had some potential merit and did not result in drawn-out confirmation proceedings.

KEY QUOTATIONS

“The fact that further arbitration was conducted, essentially post-award enforcement proceedings, does not prevent confirmation of a final award determining the merits of the dispute between the parties to the arbitration.” (3)

“As noted, motions to confirm were not intended to be subject to the same 90-day deadline as motions to vacate or motions to modify or correct arbitration awards.” (5)

“HRCF Rule 54(d) was inapplicable and HRS § 658A-25(b) gave the court discretion to grant or deny costs.” (7)

FACTUAL BACKGROUND

An arbitrator issued a decision and award resolving the merits of a labor dispute between UPW and the City concerning restoration and expansion of public refuse collection. Although the award described itself as final, the arbitrator retained jurisdiction to ensure compliance with its remedial terms and directed disputes concerning noncompliance to be resolved by a subsequent final and binding award. The parties subsequently returned to arbitration concerning alleged noncompliance, while UPW sought judicial confirmation of the original merits award.

PROCEDURAL HISTORY

The arbitrator issued a June 17, 2020 arbitration decision and award concerning restoration and expansion of public refuse collection. UPW moved to confirm the award in the Circuit Court of the First Circuit; the court granted the motion by an April 29, 2024 confirmation order and entered judgment on May 3, 2024, but denied UPW's request for costs and attorney fees. The City appealed, and UPW cross-appealed.

DISPOSITION

affirmed

CASES CITED

- *Tatibouet v. Ellsworth*, 99 Hawai‘i 226, 233, 54 P.3d 397, 404 (2002)
- *United Pub. Workers, AFSCME, Local 646, AFL-CIO v. City & Cnty. of Honolulu*, 124 Hawai‘i 367, 370, 244 P.3d 604, 607 (App. 2010)
- *Hilo Bay Marina, LLC v. State*, 156 Hawai‘i 478, 488, 575 P.3d 568, 578 (2025)
- *Mikelson v. United Servs. Auto. Ass'n*, 122 Hawai‘i 393, 396, 227 P.3d 559, 562 (App. 2010)
- *In re [UPW], Local 646, & Dep't of Transp.*, 149 Hawai‘i 215, 221, 487 P.3d 302, 308 (2021)
- *In re [UPW], Local 646, & [the City]*, 119 Hawai‘i 201, 210, 194 P.3d 1163, 1172 (App. 2008)
- *In re [UPW], Local 646, & Dep't of Transp.*, No. CAAP-XX-XXXXXXX, 2020 WL 1233430, at *7 (Haw. App. Mar. 13, 2020) (mem. op.)
- *RTI Connectivity Pte. Ltd. v. Gateway Network Connections, LLC*, No. CV 22-00302 LEK-RT, 2023 WL 4273516, at *4-*6 (D. Haw. June 29, 2023) (Order)
- *Ranger Ins. Co. v. Hinshaw*, 103 Hawai‘i 26, 30, 79 P.3d 119, 123 (2003)