

INTERMEDIATE COURT OF APPEALS OF THE STATE OF HAWAI‘I

Lonnell Reginald Wideman v. HMS Construction Company

Wideman v. HMS Construction Co. · No. CAAP-XX-XXXXXXX · Decided January 20, 2026

SUMMARY

The Hawai‘i Intermediate Court of Appeals affirmed an order compelling arbitration and dismissing Lonnell Reginald Wideman’s complaint against HMS Construction Company. The court held that, as a union member covered by a collective bargaining agreement containing an arbitration provision, Wideman was bound by the agreement’s grievance procedure.

CASE DETAILS

COURT	Intermediate Court of Appeals of the State of Hawai‘i
WRITING FOR THE COURT	Katherine G. Leonard, Presiding Judge; Keith K. Hiraoka, Associate Judge; Kimberly T. Guidry, Associate Judge
JURISDICTION	Intermediate Court of Appeals of the State of Hawai‘i
DECIDED	January 20, 2026
DOCKET	CAAP-XX-XXXXXXX
DISPOSITION	affirmed
PROCEDURAL POSTURE	Wideman appealed from the circuit court's order granting HMS's motion to compel arbitration and dismissing his complaint.
STANDARD OF REVIEW	De novo review applies to a ruling on a motion to compel arbitration.
PRECEDENTIAL VALUE	nonprecedential
PARTIES	Lonnell Reginald Wideman v. HMS Construction Company

TOPICS

- employment arbitration
- collective bargaining
- labor law
- appellate procedure
- standard of review

PRACTICE AREAS

- employment law
- labor law
- contracts
- appellate procedure

QUESTIONS PRESENTED

1. Whether Wideman, as a union member covered by Local 368's collective bargaining agreement with HMS, was bound by the agreement's grievance procedure and arbitration provision despite not personally signing an arbitration agreement.
2. Whether the circuit court properly compelled arbitration and dismissed the complaint.

HOLDINGS

1. A union member covered by a collective bargaining agreement is bound by the agreement, including its grievance procedure and arbitration provision, even if the member did not personally sign the agreement.
2. The circuit court properly compelled arbitration and dismissed Wideman's complaint.

KEY QUOTATIONS

“As a member of Bargaining Unit 3 (BU 03) of HGEA, Poe was bound by the terms of the collective bargaining agreement between Employer and HGEA.” (at 2)

“As a union member covered by the CBA, Wideman is bound by the CBA, including its grievance procedure.” (at 2)

FACTUAL BACKGROUND

Wideman was a member of the Laborers' International Union of North America, Local 368, which had a collective bargaining agreement with HMS Construction Company. Local 368 dispatched Wideman to work for six months on the West Oahu Solar Project, but HMS did not allow him to work or return him to Local 368. Wideman alleged that this conduct violated the collective bargaining agreement.

PROCEDURAL HISTORY

Wideman filed a complaint alleging that HMS violated a collective bargaining agreement by refusing to allow him to work after Local 368 dispatched him to HMS. HMS moved to compel arbitration and dismiss the complaint. The Circuit Court of the First Circuit granted the motion by order entered December 1, 2023, and Wideman appealed.

DISPOSITION

affirmed

CASES CITED

- *Douglass v. Pflueger Hawai‘i, Inc.*, 110 Hawai‘i 520, 135 P.3d 129 (2006)
- *Poe v. Hawai‘i Labor Relations Board*, 105 Hawai‘i 97, 94 P.3d 652 (2004)
- *Brown v. KFC National Management Co.*, 82 Hawai‘i 226, 921 P.2d 146 (1996)
- *Siopes v. Kaiser Foundation Health Plan, Inc.*, 130 Hawai‘i 437, 312 P.3d 869 (2013)

OPINION

PER CURIAM.

NOT FOR PUBLICATION IN WEST'S HAWAII REPORTS AND PACIFIC REPORTER
Electronically Filed Intermediate Court of Appeals CAAP-XX-XXXXXXX 20-JAN-2026 07:52
AM Dkt. 37 SO NO. CAAP-XX-XXXXXXX IN THE INTERMEDIATE COURT OF APPEALS
OF THE STATE OF HAWAII LONNELL REGINALD WIDEMAN, Plaintiff-Appellant, v. HMS
CONSTRUCTION COMPANY, Defendant-Appellee APPEAL FROM THE CIRCUIT COURT
OF THE FIRST CIRCUIT (CASE NO. 1CCV-XX-XXXXXXX) SUMMARY DISPOSITION
ORDER (By: Leonard, Presiding Judge, Hiraoka and Guidry, JJ.)

Lonnell Reginald Wideman, representing himself, appeals from the Order Granting HMS's Motion to Compel Arbitration and Dismissing the Complaint entered by the Circuit Court of the First Circuit.¹ We affirm. Wideman sued HMS Construction, Inc. He alleged he belonged to the Laborers' International Union of North America, Local 368; Local 368 had a collective bargaining agreement (CBA) with HMS; Local 368 dispatched him to HMS to work on the West Oahu Solar Project for six months; two other dispatched laborers started to work, but HMS didn't allow him to work and didn't send him back to Local 368, in violation of the CBA.

¹ The Honorable John M. Tonaki presided. NOT FOR PUBLICATION IN WEST'S HAWAII REPORTS AND PACIFIC REPORTER HMS moved to compel arbitration and dismiss Wideman's complaint. The circuit court granted the motion and dismissed the complaint by order entered on December 1, 2023. This appeal followed.

We review a ruling on a motion to compel arbitration *de novo*. *Douglass v. Pflueger Haw., Inc.*, 110 Hawai'i 520, 524, 135 P.3d 129, 133 (2006). A court deciding a motion to compel arbitration must answer two questions: (1) does an arbitration agreement exist between the parties; and (2) if so, is the subject matter of the dispute arbitrable under the agreement.

Id. at 530, 135 P.3d at 139. Wideman does not dispute he was a Local 368 member; he was referred to HMS by Local 368; Local 368 and HMS were parties to the CBA; and the CBA contained a grievance procedure that included an arbitration provision. He argues he "never signed a contract or agreement that would encompass [him] as a union member to automatically arbitrate any issues that may arise out of employment with any said contractors who have a collective bargaining agreement with the labor union local 368."

As a union member covered by the CBA, Wideman is bound by the CBA, including its grievance procedure. *Poe v. Haw. Lab. Rels. Bd.*, 105 Hawai'i 97, 99, 94 P.3d 652, 654 (2004) ("As a member of Bargaining Unit 3 (BU 03) of HGEA, Poe was bound by the terms of the collective bargaining agreement between Employer and HGEA."). Wideman argues "there is no enforceable agreement or conditions, between [him] and HMS Contractors to arbitrate this, or any particular dispute."

He cites Douglass; Brown v. KFC National Management Co., 82 Hawai#i 226, 921 P.2d 146 (1996); and Siopes v. Kaiser Foundation Health Plan, Inc., 130 Hawai#i 437, 312 P.3d 869 (2013). None of those cases involved collective bargaining agreements. This one does, and Poe is dispositive. 2 NOT FOR PUBLICATION IN WEST'S HAWAI#I REPORTS AND PACIFIC REPORTER The December 1, 2023 Order Granting HMS's Motion to Compel Arbitration and Dismissing the Complaint is affirmed.

Dated: Honolulu, Hawai#i, January 20, 2026. On the briefs: /s/ Katherine G. Leonard Lonnell Reginald Wideman, Presiding Judge for Plaintiff-Appellant. /s/ Keith K. Hiraoka Chad T. Wishchuk Associate Judge Finch, Thornton & Baird, LLP, for Defendant-Appellee. /s/ Kimberly T. Guidry Associate Judge 3