

STATE OF HAWAI'I  
HAWAI'I LABOR RELATIONS BOARD

In the Matter of

BRAN N. KEOPUHIWA,

Complainant,

and

HAWAI'I FIRE DEPARTMENT, County  
of Hawai'i; and HAWAII FIRE FIGHTERS  
ASSOCIATION, INC.,

Respondents.

CASE NO(S).    19-CE-11-930  
                         19-CU-11-373

ORDER NO.       3571

PRETRIAL ORDER AND NOTICES;

- (1) NOTICE TO RESPONDENT(S) OF  
SECOND AMENDED PROHIBITED  
PRACTICE COMPLAINT, FILED  
ON OCTOBER 21, 2019;
- (2) NOTICE OF FILING  
REQUIREMENTS;
- (3) NOTICE OF APPEARANCE AND  
ACCESSIBILITY OR  
ACCOMMODATIONS;
- (4) NOTICE OF PRETRIAL  
CONFERENCE;
- (5) NOTICE OF HEARING ON THE  
MERITS; AND
- (6) SCHEDULE OF HEARINGS,  
CONFERENCES, AND  
DEADLINES

PRETRIAL ORDER AND NOTICES;

- (1) NOTICE TO RESPONDENT(S) OF SECOND AMENDED PROHIBITED  
PRACTICE COMPLAINT, FILED ON OCTOBER 21, 2019; (2) NOTICE OF  
FILING REQUIREMENTS; (3) NOTICE OF APPEARANCE AND  
ACCESSIBILITY OR ACCOMMODATIONS; (4) NOTICE OF PRETRIAL  
CONFERENCE; (5) NOTICE OF HEARING ON THE MERITS; AND  
(6) SCHEDULE OF HEARINGS, CONFERENCES, AND DEADLINES

## **PRETRIAL ORDER AND NOTICES**

THE PARTIES ARE HEREBY NOTIFIED AND ORDERED TO COMPLY WITH THIS PRETRIAL ORDER AND NOTICES. The Hawai'i Labor Relations Board (Board) may impose appropriate monetary or other sanctions upon parties or attorneys who do not comply with this Pretrial Order and Notice if the parties or attorneys have not shown good cause for failure to comply or a good faith effort to comply.

This document shall control the course of proceedings and may not be amended except by the Board through an Order or Notice, by a written request by a party with written consent of all the parties (stipulation), or by an order granting a motion filed with the Board. The use of singular, plural, masculine, feminine, and neuter pronouns shall include the others as the context may require.

### **(1) NOTICE TO RESPONDENT(S) OF SECOND AMENDED PROHIBITED PRACTICE COMPLAINT, FILED ON OCTOBER 21, 2019**

The attached second amended prohibited practice complaint (Complaint) was filed with the Board by the above-named Complainant(s) on: **October 21, 2019**.

PURSUANT TO HAWAII REVISSED STATUTES (HRS) § 377-9(b) AND HAWAII ADMINISTRATIVE RULES (HAR) § 12-42-42: NOTICE HEREBY GIVEN TO RESPONDENT(S) that the above-named COMPLAINANT(S) filed a second amended prohibited practice Complaint with the Board, a copy of which is attached, alleging that you have engaged in or are engaging in prohibited practices in violation of HRS Chapter 89.

YOU ARE DIRECTED to file a written answer to the Complaint within ten (10) days after service of the Complaint. One copy of the answer shall be served on each party, and the original with certificate of service on all parties shall be filed with the Board no later than 4:30 p.m. on the tenth day after service of the Complaint. If you fail to timely file and serve an answer, such failure shall constitute an admission of the material facts alleged in the Complaint and a waiver of hearing. (HAR § 12-42-45(g))

### **(2) NOTICE OF FILING REQUIREMENTS**

#### **1) Electronic Filing:**

**The Board provides to all parties and encourages the use of an electronic filing service through File & ServeXpress.** There is no charge to the parties for use of this electronic filing service.

To register, a party is required to complete and submit the Board Agreement to E-File (Form HLRB-25), as amended, which is available at <http://labor.hawaii.gov/hlrb/forms/>.



Questions regarding the Board's electronic filing system should be directed to the Board's staff at (808) 586-8616.

## **2) Filing in Person or by Mail**

A party may mail or file in person an original of any document at the Board's office at 830 Punchbowl Street, Room 434, Honolulu, Hawai'i, 96813. The Board's office is open on the weekdays (excluding state holidays) between 7:45 a.m. to 4:30 p.m.; the office may occasionally be closed from 12:00 p.m. to 1:00 p.m. The date of receipt by the Board shall be deemed the date of filing.

## **3) Filing Requirements Regarding Protection of Social Security Numbers and Personal Information**

Before a party files or submits any pleading, correspondence, or other document (Documents) to the Board, whether electronically or manually, the party shall make certain that all social security numbers and personal information are redacted or encrypted. "Personal information" shall include social security numbers, home addresses, dates of birth, bank account numbers, medical and health records, and any other information in which a person has a significant privacy interest. To the extent any personal information is relevant to the Board's consideration of this case, the submitting party shall submit the confidential information by means of a Confidential Information Form that substantially conforms to Form 2 of the Hawai'i Court Records Rules, as amended.

If a party submits a document that requires redaction of a page(s), the party shall by motion request permission from the Board to withdraw and replace the original document, in its entirety, with a redacted copy of such document, pursuant to HAR § 12-42-8(g)(11), "The Board may permit withdrawal of original documents upon submission of properly authenticated copies to replace such document."

The Board may impose appropriate monetary or other sanctions upon parties or attorneys who do not comply with this provision where the parties or attorneys have not shown good cause for failure to comply or a good faith attempt to comply.

## **(3) NOTICE OF APPEARANCE AND ACCESSIBILITY OR ACCOMMODATIONS**

All parties have the right to appear in person and to be represented by counsel or any other authorized person in all Board proceedings. Auxiliary aids and services are available upon request to the parties and representatives with disabilities. For TTY, dial 711, then ask for (808) 586-8616, the Hawai'i Labor Relations Board, within seven (7) days prior to a Board proceeding. For any other accommodation, including language access, please call the Board at (808) 586-8616, at least seven (7) days prior to a Board proceeding.

The parties should be aware that the Board is in a secured State of Hawai‘i building and that any party, representative, counsel, or other person attending a proceeding will need to present a government-issued identification for entry.

#### **(4) NOTICE OF PRETRIAL CONFERENCE**

PURSUANT TO HRS §§ 89-5(i)(4) and (i)(5), and 377-9:

NOTICE IS HEREBY GIVEN that the Board will conduct a Pretrial Conference on the date listed below and in the Schedule in this document.

DATE AND TIME: Monday, December 2, 2019 at 10:00 a.m.

LOCATION: Hawai‘i Island County Council Chambers  
Hawai‘i County Building  
25 Aupuni Street, First Floor, Room 1401  
Hilo, Hawai‘i 96720

##### **1) Pretrial Statement**

**Both the Complainant(s) and the Respondent(s) shall file a Pretrial Statement with the Board, as listed in the Schedule set forth below.** The Pretrial Statement shall include the following:

1. Statement of Issues
2. Witness List

The witness lists shall include, in the interest of judicial economy, a brief but meaningful summary of the nature of the testimony expected, and the order in which the witnesses are expected to be called upon, subject to the witness’ availability. The summary for each witness shall include sufficient information for the Board to determine whether the testimony will be irrelevant, immaterial, or unduly repetitious to any other witness testimony; see HRS § 91-10(1).

If a party intends to file a request for a subpoena for a witness, such request shall be concurrently filed with the Pretrial Statement, and a notation that a request is being made shall be listed in the witness list.

3. Exhibit List

The exhibit lists shall include copies of the proposed exhibits. The parties are encouraged to use the File & ServeXpress eFiling system to file the exhibits before or by 4:30 p.m. (HST) on the deadline day. A party’s exhibits or Joint exhibits shall be combined and filed in a searchable portable document format (PDF) not exceeding 10

megabytes with each exhibit bookmarked and bates-stamped at the top right corner. Alternatively, a party may file exhibits in person or by mail to the Board; the date of receipt by the Board shall be deemed the date of filing.

If a party intends to file a request for a subpoena duces tecum for any of its exhibits, such request shall be concurrently filed with the Pretrial Statement, and a notation that a request is being made shall be listed in the exhibit list.

The Complainant shall identify its exhibits using alphabetical letters (A, B, C, D, etc.). Union Respondent(s) shall identify its exhibits using numerical designations preceded by U (e.g., U-1, U-2, U-3, etc.). Employer Respondent(s) shall identify its exhibits using numerical designations preceded by E (e.g., E-1, E-2, E-3, etc.). In the event that there are multiple Union Respondents or Employer Respondents in a particular case, the Board shall specify the designation for each Respondent.

If there are any duplicative exhibits, the parties shall designate them as Joint Exhibits, the parties shall designate one party to file these exhibits, and the Exhibits shall be marked with numerical designations preceded by J (e.g., J-1, J-2, J-3, etc.).

Additionally, the Exclusive Representative, unless no Exclusive Representative is party to the case, in which case the Employer, must submit to the Board the full applicable collective bargaining agreement(s), including any Memoranda of Understanding, Memoranda of Agreement, or any other supplemental agreement that has any bearing on these proceedings. These documents shall be marked as Board Exhibit 1 or Board Exhibit 1a, 1b, 1c, etc.

## **2) Pretrial Conference**

At the pretrial conference, the Parties shall be prepared to discuss, raise, and present their position regarding the presentation of the anticipated evidence (witnesses, exhibits) to be introduced at the Hearing on the Merits (HOM), including but not limited to any stipulations, evidentiary issues, objections, or confidentiality issues that require protection from public disclosure and the narrow tailoring of methods to protect that information (e.g. sealing or redaction).

While all parties have the right to appear at the Pretrial Conference in person or telephonically and to be represented by counsel or any other authorized person, **all parties are required to either appear in person or have a representative appear in person.** Auxiliary aids and services are available upon request to the parties and representatives with disabilities. For TTY, dial 711, then ask for (808) 586-8616, the Hawai'i Labor Relations Board, within seven (7) days prior to a Board proceeding. For any other accommodation, please call the Board at (808) 586-8616.

### **(5) NOTICE OF THE HEARING ON THE MERITS**

NOTICE IS HEREBY GIVEN, pursuant to HRS §§ 377-9, 89-5(i)(3), (4), (5), and 89-14, and HAR §§ 12-42-46 and 12-42-49 that the Board will conduct an HOM on the instant Complaint at the place, time and date listed below and in the Schedule set forth below. The purpose of the HOM is to receive evidence and arguments on whether Respondent(s) committed prohibited practices as alleged by Complainant(s).

DATE AND TIME: Monday, December 9, 2019 at 10:00 a.m.  
Tuesday, December 10, 2019 at 9:00 a.m.

LOCATION: Hawai'i Island County Council Chambers  
Hawai'i County Building  
25 Aupuni Street, First Floor, Room 1401  
Hilo, Hawai'i 96720

All parties have the right to appear at the Hearing on the Merits in person and to be represented by counsel or any other authorized person. **All parties, representatives, and witnesses must appear in person at the hearing on the merits.** Auxiliary aids and services are available upon request to the parties and representatives with disabilities. For TTY, dial 711, then ask for (808) 586-8616, the Hawai'i Labor Relations Board, within seven (7) days prior to a Board proceeding. For any other accommodation, please call the Board at (808) 586-8616.

### **(6) SCHEDULE OF HEARINGS, CONFERENCES, AND DEADLINES**

<b><u>DATES AND DEADLINES</u></b>	<b><u>DATE</u></b>	<b><u>TIME</u></b>
<u>Dispositive Motion Deadline</u>	11/18/2019	
<u>Response to Dispositive Motion Deadline</u>	11/25/2019	
<u>Pretrial Statement; Exchange of Exhibits; Subpoena Deadline</u>	11/25/2019	
<u>Pretrial Conference and Hearing on Dispositive Motions</u>	12/2/2019	10:00 a.m.
<u>Hearing on the Merits</u>	12/9/2019 12/10/2019	10:00 a.m. 9:00 a.m.

**All submissions shall be filed on or before 4:30 p.m. on the deadline date.**

DATED: Honolulu, Hawai'i, \_\_\_\_\_ October 23, 2019 \_\_\_\_\_.

HAWAI'I LABOR RELATIONS BOARD





MARCUS R. OSHIRO, Chair



SESNITA A.D. MOEPONO, Member



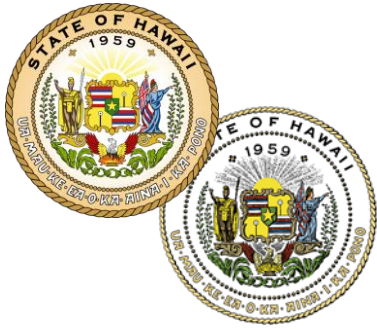
J.N. MUSTO, Member

Enclosure: SECOND AMENDED PROHIBITED PRACTICE COMPLAINT

Copies sent to:

Bran N. Keopuhiwa, SRL  
John S. Mukai, Deputy Corporation Counsel  
Peter L. Trask, Esq.

KEOPUHIWA v. HAWAI'I FIRE DEPARTMENT; HFFA  
CASE NO(S). 19-CE-11-930; 19-CU-11-373  
ORDER NO. 3571  
PRETRIAL ORDER AND NOTICES



**EFiled: Oct 19 2019 08:58AM HAST**  
**Transaction ID 64333945**  
**Case No. 19-CE-11-930, 19-CU-11-373**

STATE OF HAWAII  
HAWAII LABOR RELATIONS BOARD

**FORM HLRB-4**  
**PROHIBITED PRACTICE COMPLAINT**

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INSTRUCTIONS. Submit the original<sup>1</sup> of this Complaint to the Hawaii Labor Relations Board, 830 Punchbowl Street, Room 434, Honolulu, Hawaii 96813. If more space is required for any item, attach additional sheets, numbering each item accordingly.

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1. The Complainant alleges that the following circumstances exist and requests that the Hawaii Labor Relations Board proceed pursuant to Hawaii Revised Statutes Sections 89-13 and 89-14 and its Administrative Rules, to determine whether there has been any violation of the Hawaii Revised Statutes, Chapter 89.
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2. COMPLAINANT Please select one that describes the Complainant:

☒ Public Employee      ☐ Public Employer      ☐ Public Union (public employee organization)

- a. Name, address and telephone number.

Bran N. Keopuhiwa  
PO Box 271  
Papaikou, HI 96781  
808-217-5656

- 
- b. Name, address, e-mail address and telephone number of the principal representative, if any, to whom correspondence is to be directed.

Bran N. Keopuhiwa  
PO Box 271  
Papaikou, HI 96781  
keopuhiwb001@hawaii.rr.com  
808-217-5656

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<sup>1</sup> Notwithstanding Board rule 12-42-42(b), the Board only requires the original of the complaint.

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3. RESPONDENT Please select one that describes the Respondent:

☐ Public Employee      ☒ Public Employer      ☒ Public Union (public employee organization)

a. Name, address and telephone number.

Hawaii Fire Fighters Association  
1018 Palm Drive  
Honolulu, HI 96814  
808-949-1566

County of Hawaii  
25 Aupuni Street  
Hilo, HI 96720  
808-961-8211

b. Name, address and telephone number of the principal representative, if any, to whom correspondence is to be directed.

Hawaii Fire Fighters Association  
1018 Palm Drive  
Honolulu, HI 96814  
808-949-1566

County of Hawaii  
25 Aupuni Street  
Hilo, HI 96720  
808-961-8211

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4. Indicate the appropriate bargaining unit(s) of employee(s) involved.

BU - 11 Firefighters

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5. ALLEGATIONS

The Complainant alleges that the above-named respondent(s) has (have) engaged in or is (are) engaging in a prohibited practice or practices within the meaning of the Hawaii Revised Statutes, Section 89-13. (Specify in detail the particular alleged violation, including the subsection or subsections of the Hawaii Revised Statutes, Section 89-13, alleged to have been violated, together with a complete statement of the facts supporting the complaint, including specific facts as to names, dates, times, and places involved in the acts alleged to be improper.)

Ammended: 89-13 (a)-It shall be a prohibited practice for a public employer or its designated representative to: (1) (4) (7) (8)

89-13 (b)- It shall be a prohibited practice for a public employee or for an employee organization or its designated agent wilfully to: (1) (4) (5)

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6. Provide a clear and concise statement of any other relevant facts.

THIS IS A SECOND AMENDED COMPLAINT.

On April 25, 2019 the Hawaii Fire Fighters Association (HFFA) submitted notice to the County of Hawaii its Step 3 appeal (aka request for arbitration) regarding a grievance that I filed on December 14, 2018 in regards to "placement". According to the BU 11 Collective Bargaining Agreement, Section 18. Grievance Procedure. G. Arbitration- the County of Hawaii and HFFA had to attempt to select an arbitrator immediately thereafter. If selection of an arbitrator is not reached within ten (10) working days after the notice for arbitration is submitted either party may request the Hawaii Labor Relations Board (HLRB) to submit a list of five arbitrators. Neither the County of Hawaii nor the HFFA made any attempt to begin the process nor did they attempt to reach an agreement to extend the time limit. This is a violation of HRS 89-13 (a) (1) (4) (7) and (8) by the County of Hawaii and (b) (1) (4) and (5) by the HFFA.

This amended complaint contends that this is in retaliation for filing two Violence in the Workplace incident reports in May of 2017. Failing to arbitrate the grievance is the last in a long list of currently ongoing acts of punitive acts of intimidation, coercion, interference, and discrimination, that date back to 2015.

At every level of government in the County of Hawaii and in representation by the HFFA, they have been presented with the evidence and chosen to look the other way.

Please see the attached documentation to corroborate the long list of violations of Hawaii Revised Statutes and County Procedures/Policy committed by the County of Hawaii and the Hawaii Fire Fighters Association.



STATE OF HAWAII  
HAWAII LABOR RELATIONS BOARD

**DECLARATION IN LIEU OF AFFIDAVIT**

(If the Complainant is self-represented, then the Complainant must sign this Declaration).

Please select one:

- ☒ the Complainant  
☐ the Complainant's principle representative  
☐ the person described below

I, Bran N. Keopuhiwa,  
do declare under penalty of law that the foregoing is true and correct.

Date: 10-19-2019

/s/ Bran Naliko Keopuhiwa

*The person signing above agrees that by signing his or her name in the above space with a "/s/ first, middle, last names" is deemed to be treated like an original signature.*

keopuhiwb001@hawaii.rr.com

*Signor's email address*

If you are not the Complainant or listed as the principle representative in #2(b) and you are signing above, then please complete the contact information below.

Your address:

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Your phone number: 

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Your relationship to the Complainant:

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If the Complainant or principal representative is registered with File and ServeXpress (FSX), then you may proceed to electronically file this complaint.

If the Complainant or the principal representative is not registered with FSX and would like to electronically file this complaint through FSX, then complete the Board Agreement to E-File, FORM HLRB-25. (Form HLRB-25 is on the HLRB Website at [labor.hawaii.gov/hlrb/forms](http://labor.hawaii.gov/hlrb/forms).) Email the completed form to the Board at [dlir.laborboard@hawaii.gov](mailto:dlir.laborboard@hawaii.gov).



**EFiled: Oct 19 2019 08:58AM HAST**  
**Transaction ID 64333945**  
**Case No. 19-CE-11-930, 19-CU-11-373**

This is the second (2<sup>nd</sup>) amended Complaint. Please see Case numbers 19-CE-11-930 and 19-CU-11-373. In the initial complaint, the allegation that the County of Hawaii violated HRS 89-13 (a) It shall be a prohibited practice for an employer to (8) Violate the terms of a collective bargaining agreement, was not included, in error. The first (1<sup>st</sup>) amended complaint filed on August 1, 2019 included the above violation.

This second amended complaint alleges that the County of Hawaii has violated HRS 89-13 (a) It shall be a prohibited practice for a public employer or its designated representative willfully to:

**(1) Interfere, restrain, or coerce any employee in the exercise of any right guaranteed under this chapter;**

**(4) discriminate against an employee because the employee has signed** or filed an affidavit, petition, or **complaint** or given any information or testimony under this chapter, or because the employee has informed, joined, or chosen to be represented by any employee organization.

**(7) Refuse or fail to comply with any provision of this chapter;**

**(8) Violate the terms of a collective bargaining agreement.**

The County of Hawaii has also violated **§377-6 Unfair labor practices of employers.** It shall be an unfair labor practice for an employer individually or in concert with others:

**(6) To violate the terms of a collective bargaining agreement;**

**(8) To discharge or otherwise discriminate against an employee because the employee has filed charges or given information or testimony under the provisions of this chapter;**

This second amended complaint also alleges that The Hawaii Fire Fighters Association (hereafter HFFA) has violated HRS 89-13 (b) It shall be a prohibited practice for a public employee or for an employee organization or its designated agent willfully to:

**(1) Interfere, restrain, or coerce any employee in the exercise of any right guaranteed under this chapter;**

**(4) Refuse or fail to comply with any provision of this chapter; or**

**(5) Violate the terms of a collective bargaining agreement.**

Just as the County of Hawaii has committed unfair labor practices, so too has the HFFA, through its representative/employee, Captain Charles Spain and President Bobby Lee.

**§377-7 Unfair labor practices of employees.** It shall be an unfair labor practice for an employee individually or in concert with others:

**(1) To coerce or intimidate an employee in the enjoyment of the employee's legal rights, including those guaranteed in section 377-4;**

**(2) To coerce, intimidate, or induce any employer to interfere with any of the employer's employees in the enjoyment of their legal rights, including those guaranteed in section 377-4, or to engage in any practice with regard to the employer's employees which would constitute an unfair labor practice if undertaken by the employer on the employer's own initiative;**

**(3) To violate the terms of a collective bargaining agreement;**

The first amended complaint contends that the County of Hawaii and the HFFA violated the BU11 Collective Bargaining Agreement by not arbitrating in a timely matter (as stipulated by the CBA) two grievances (see below) that I brought against punitive disciplinary actions taken by Hawaii County Fire Chief Darren Rosario. The actions that were grieved against were clearly retaliatory.

In refusing to arbitrate the grievances in question, the County of Hawaii and the HFFA are conspiring to retaliate against me for filing two Violence in the Workplace incident reports in May of 2017 against violent actions by HFFA Big Island Representative, Executive Committee Member and Fire Captain Charles Spain and Fire Captain Todd Vincent. The County of Hawaii and the HFFA have violated numerous Hawaii Revised Statutes during the grievance process for two grievances I filed on December 14, 2018 and January 22, 2019.

The Fair Labor Standards Act (FLSA) establishes minimum wage and overtime protections for many workers in America, and it is enforced by the Wage and Hour Division of the U.S. Department of Labor. The FLSA also prohibits retaliation against any person who has filed a complaint with the Department or an employer (orally or in writing) or cooperated in an FLSA investigation. Protecting workers from retaliation and ensuring that they do not face threats or intimidation for exercising their rights is an important priority for the Wage and Hour Division.

According to the National Labor Relations Board- “Your union has the duty to represent all employees - whether members of the union or not-fairly, **in good faith, and without discrimination**. This duty applies to virtually every action that a union may take in dealing with an employer as your representative, including collective bargaining, handling grievances, and operating exclusive hiring halls. For example, a union which represents you cannot refuse to process a grievance **because you have criticized union officials** or because you are not a member of the union.”

The National Labor Relations Act forbids employers from interfering with, restraining, or coercing employees in the exercise of rights relating to organizing, forming, joining or assisting a labor organization for collective bargaining purposes, or from working together to improve terms and conditions of employment, or refraining from any such activity. Similarly, labor organizations may not restrain or coerce employees in the exercise of these rights.

#### **Examples of employer conduct that violates the law:**

- Threatening employees with loss of jobs or benefits if they join or vote for a union or engage in protected concerted activity.
- Threatening to close the plant if employees select a union to represent them.
- Questioning employees about their union sympathies or activities in circumstances that tend to interfere with, restrain or coerce employees in the exercise of their rights under the Act.
- Promising benefits to employees to discourage their union support.
- **Transferring, laying off, terminating, assigning employees more difficult work tasks, or otherwise punishing employees because they engaged in union or protected concerted activity.**
- **Transferring, laying off, terminating, assigning employees more difficult work tasks, or otherwise punishing employees because they filed unfair labor practice charges** or participated in an investigation conducted by NLRB.

#### **Examples of labor organization conduct that violates the law:**

- Threats to employees that they will lose their jobs unless they support the union.

- Seeking the suspension, discharge or other punishment of an employee for not being a union member even if the employee has paid or offered to pay a lawful initiation fee and periodic fees thereafter.
- Refusing to process a grievance because an employee has criticized union officials or because an employee is not a member of the union in states where union security clauses are not permitted.
- Fining employees who have validly resigned from the union for engaging in protected concerted activities following their resignation or for crossing an unlawful picket line.
- Engaging in picket line misconduct, such as threatening, assaulting, or barring non-strikers from the employer's premises.
- Striking over issues unrelated to employment terms and conditions or coercively enmeshing neutrals into a labor dispute.

## NATIONAL LABOR RELATIONS ACT

Also cited NLRA or the Act; 29 U.S.C. §§ 151-169

[Title 29, Chapter 7, Subchapter II, United States Code]

### UNFAIR LABOR PRACTICES

Sec. 8. [§ 158.] (a) [Unfair labor practices by employer] It shall be an unfair labor practice for an employer--

(1) to interfere with, restrain, or coerce employees in the exercise of the rights guaranteed in section 7[section 157 of this title];

(2) to dominate or interfere with the formation or administration of any labor organization or contribute financial or other support to it: Provided, That subject to rules and regulations made and published by the Board pursuant to section 6 [section 156 of this title], an employer shall not be prohibited from permitting employees to confer with him during working hours without loss of time or pay;

(3) by discrimination in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage membership in any labor organization: Provided, That nothing in this Act [subchapter], or in any other statute of the United States, shall preclude an employer from making an agreement with a labor organization (not established, maintained, or assisted by any action defined in section 8(a) of this Act [in this subsection] as an unfair labor practice) to require as a condition of employment membership therein on or after the thirtieth day following the beginning of such employment or the effective date of such agreement, whichever is the later, (i) if such labor organization is the representative of the employees as provided in section 9(a) [section 159(a) of this title], in the appropriate collective-bargaining unit covered by such agreement when made, and (ii) unless following an election held as provided in section 9(e) [section 159(e) of this title] within one year preceding the effective date of such agreement, the Board shall have certified that at least a majority of the employees eligible to vote in such election have voted to rescind the authority of such labor organization to make such an agreement: Provided further, That no employer shall justify any discrimination against an employee for non-membership in a labor organization (A) if he has reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to other members, or (B) if he

has reasonable grounds for believing that membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership;

(4) to discharge or otherwise discriminate against an employee because he has filed charges or given testimony under this Act [subchapter];

(5) to refuse to bargain collectively with the representatives of his employees, subject to the provisions of section 9(a) [section 159(a) of this title].

(b) [Unfair labor practices by labor organization] It shall be an unfair labor practice for a labor organization or its agents--

(1) to restrain or coerce (A) employees in the exercise of the rights guaranteed in section 7 [section 157 of this title]: Provided, That this paragraph shall not impair the right of a labor organization to prescribe its own rules with respect to the acquisition or retention of membership therein; or (B) an employer in the selection of his representatives for the purposes of collective bargaining or the adjustment of grievances;

(2) to cause or attempt to cause an employer to discriminate against an employee in violation of subsection (a)(3) [of subsection (a)(3) of this section] or to discriminate against an employee with respect to whom membership in such organization has been denied or terminated on some ground other than his failure to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership;

(3) to refuse to bargain collectively with an employer, provided it is the representative of his employees subject to the provisions of section 9(a) [section 159(a) of this title];

(4)(i) to engage in, or to induce or encourage any individual employed by any person engaged in commerce or in an industry affecting commerce to engage in, a strike or a refusal in the course of his employment to use, manufacture, process, transport, or otherwise handle or work on any goods, articles, materials, or commodities or to perform any services; or (ii) to threaten, coerce, or restrain any person engaged in commerce or in an industry affecting commerce, where in either case an object thereof is -

The argument brought against my complaint(s) by the County of Hawaii, in its various guises, has been that I have not exhausted the grievance process. That process was finally exhausted on August 20, 2019 when the HFFA sent me notice that it was refusing to arbitrate the grievances. That decision was made by HFFA Executive Board members Bobby Lee and Charles Spain.

## **HISTORY and VIOLATIONS**

Until December 2, 2018 I was a Fire Rescue Specialist at Waiakea Fire Station "B" Platoon, in Hilo Hawaii. On November 27, 2018 I received a "Notice of Placement" from Fire Chief Darren Rosario. (Exhibit B-1) Chief Rosario stated in this notice that I was being permanently assigned to Kailua Fire Station on "C" Platoon. Chief Rosario states that "this is not a disciplinary action" even though it is clearly a disciplinary act and an act of retaliation, as will be shown below.

Beginning with this notice of placement, these are the first violations of HRS 89-13 (a) It shall be a prohibited practice for a public employer or its designated representative willfully to: (1) Interfere, restrain, or coerce any employee in the exercise of any right guaranteed under this chapter; (4) Discharge or otherwise discriminate against an employee because the employee has signed or filed an affidavit, petition, or complaint or given any information or testimony under this chapter, or because the employee has informed, joined or chosen to be represented by any employee organization; (7) Refuse to comply with any provision of this chapter; (8) Violate the terms of a collective bargaining agreement.

### **Notice of Placement**

In his notice of placement Chief Rosario states that he was made aware of several incidents involving myself and Fire Captains Matsuda, Spain, and Vincent. After submitting a request for information on December 24, 2018 (Exhibit B-2) to investigate his claim of "several incidents", Chief Rosario released to me a list of those incidents (Exhibit B-3).

Chief Rosario lists first, a letter Dated April 20, 2018 from Captain Matsuda (Exhibit B-4). In using this letter as evidence against me, Chief Rosario violated HRS 89-13 (a) (1) (4) (7) and (8) - This letter from Captain Matsuda contains many incidents which were never investigated by fire administration. These incidents were never addressed with me, nor was I given a chance to investigate them or refute them, violating my right to due process, which is guaranteed by the BU11 CBA section 19, and a violation of Section 16 Discipline- Employees shall not be disciplined without just and proper cause. Because Captain Matsuda is an officer, my immediate supervisor and represents management, by authoring this letter the County of Hawaii has violated HRS 89-13 (a) (1) (4) (7) and (8). Captain Matsuda knew that I filed the VIWP reports against Captain's Spain and Vincent, and this was his attempt to retaliate against me and restrain/silence me. The incidents that Captain Matsuda lists are fabrications and half-truths, and if he had any supervisory training or leadership training, he would have addressed his concerns with me, as they arose, instead of keeping a "secret log" of imagined transgressions, to be used as ammunition at a later date.

Chief Rosario lists second, a failure to follow a directive by Battalion Chief (BC) Kusch regarding communicating with Captain Matsuda on December 22, 2017 (Exhibit B-5). This is also a violation of HRS 89-13 (a) (1) (4) (7) and (8) - BC Kusch alleges that I failed to follow a directive, but there never was an investigation into his allegations nor were charges ever brought. I was never allowed my right to due process, a violation of the BU11 CBA Section 19, and a violation of Section 16 Discipline. As far as I know, these allegations are still in limbo. Including this in his reasons for transferring me is baffling. It is so obviously related to the retaliation for the two VIWP reports, and an attempt to silence me, and coerce me to give up my rights.

The third item on Chief Rosario's list of incidents is an oral reprimand by Captain Spain (HFFA Representative) for not following workplace directives on December 13, 2017 (Exhibit B-6). This reprimand is problematic for both the County of Hawaii and the HFFA, because Captain Spain is the Hawaii Island Representative for the HFFA, and an Officer of the Hawaii County Fire Department. This reprimand was allegedly delivered one morning when I showed up to work on my regular shift. Unknown to me Captain Matsuda was running late, and asked Captain Spain to stay late. By showing up to work on my regular shift, Captain Spain told me that I had somehow broken the directives that were put in place to keep me and Captain Spain from working together. In doing so Captain Spain violated HRS 89-13 (a) (1) (4) (7) and (8) and (b) (1) (4) (5). Those workplace directives (Exhibit B-7) stated that I could not work with Captain Spain. Those workplace directives are at the heart of the matter. As far as I know those workplace directives are still enforceable, as they have never been rescinded by Fire Administration. Intending to keep space between co-workers, Fire Administration created a highly combustible atmosphere. Because Captain Spain could not work overtime on my regular shifts, this limited his opportunities for extra money. The converse is also true, I could not work overtime on Captain Spain's shifts, but I neither wanted nor needed to work overtime, as I live within my means. A side issue became apparent, when prolonged rescue missions arose. When long search missions or rescue operations become necessary, so does the need for an adequate number of personnel. By limiting who could work with who, and on what terms, Fire Administration created a mess, instead of simply fixing the problem, they poured gasoline on it, and then lit it up. The original workplace directives are not available to me, as the County of Hawaii has erased much of the evidence from their email server. A copy of the updated workplace parameters (Exhibit B-7) has been provided showing the actions of Fire

Administration to be unfair and retaliatory. That, and the email from Captain Spain to Assistant Chief Andrade dated August 22, 2017 (Exhibit B-7.1) are/were a violation of HRS 89-13 (a) (1) (4) (7) and (8) and (b) (1) (4) and (5) and show a conspiracy between the County of Hawaii and the HFFA. This document is a violation of HRS 89-9 (d) (1) (3) (4) (5) (6) (7). Captain Spain, being the target of a Violence in the Workplace charge, has somehow alluded that I am the violent offender, and that his “crew” need protection from me. I filed a grievance against this oral reprimand (Exhibit B-8), and the charge was overturned by Chief Rosario (Exhibit B-9), and the charge should have been removed from my personnel file, however, he proceeded to use this as evidence against me in his list of “incidents”. This action is a violation of HRS 89-13 (a) (1) (4) (7) and (8) by disciplining me without just and proper cause (Section 16 Discipline, of the CBA), and a violation of Section 19 of the CBA by denying me due process, attempting to interfere and coerce me from exercising my rights, and retaliating against me for filing the two VIWP reports, which is also a violation of the County of Hawaii’s own VIWP policy.

Number four on his list is “Inappropriate texting regarding Captain Matsuda on December 28, 2018” (Exhibit B-10). This is a violation again of HRS 89-13(a) (1) (4) (7) and (8) by violating the BU11 CBA sections 16 and 19. This allegation was investigated and found to be without merit (Exhibit B-11). The charges were never sustained, and the matter should have been erased. Chief Rosario’s intent to retaliate against me for the two VIWP reports, clouds his judgment, and his attempts to silence me and coerce me into giving up my rights continued.

Number five in his list is an allegation of a failure to follow a directive from BC Kusch dated December 13, 2017 (Exhibit B-12). This charge was overturned via the grievance process (Exhibit B-13), by Chief Rosario, and yet he chose to violate HRS 89-13(a) (1) (4) (7) and (8) by ignoring the CBA again by disciplining me without just and proper cause and denying me my right to due process. He continues to retaliate against me, and this is another attempt to restrain me from exercising my rights.

Sixth on the list is a letter written by Captain Vincent dated April 22, 2018 (Exhibit B-14). This is a violation of HRS 89-13 (a) (1) (4) (7) and (8) and (b) (1) and a violation of HRS 377-7 (1) and (2) which are unfair labor practices.

This letter is retaliation. In order to prove retaliation, I need three things:

1. Participation in a protected act.
2. An adverse action.
3. A causal connection.

I filed a Violence in the Workplace report against Captain Vincent’s actions, a protected act. I was transferred, an adverse action. Captain Vincent states clearly in his letter that he cannot work with me because I filed a VIWP report against him, and Chief Rosario submits this in his reason for transferring me, showing causal connection.

Captain Vincent also states that he cannot work with me “because of past actions of deceit, over stepping authority and his willingness to stir the pot”, and because I have “demonstrated a lack of respect to higher ranking officers”. Captain Vincent’s allegations, which sound quite serious, were never investigated by Fire Administration, a violation of my right to due process and Section 16- disciplining me without just and proper cause. When I addressed this in the grievance process, Chief Rosario denied that he was retaliating against me, even though the evidence is clear and flat out refused to discuss the matter. That was yet another violation of HRS 89-13 (a) (1) (4) (7) and (8).

Seventh on his list is a letter written by Captain Spain dated April 23, 2017 (Exhibit B-15). This is a violation of HRS 89-13 (a) (4) and (b) (1) and a violation of HRS 377-7 (1) and (2) which are unfair labor practices. This is also retaliation. A protected act, an adverse action, and causal connection. Even though he does not list the VIWP incident report, the timing of his

allegations so close to Captain Vincent's, the tone of the letter and the circumstances only point to one thing and show a causal connection. Because Captain Spain is also the HFFA representative for the Big Island, this is a violation of HRS 89-13 (b) (1) (4) and (5). The allegations raised by Captain Spain were serious, but never investigated by Fire administration. When confronted with this during the grievance, Chief Rosario refused to answer questions, violating my right to due process, guaranteed by the CBA, and violating Section 16 Discipline also in the CBA. Those violations also are prohibited by HRS 89-13 (a) (8).

Eighth on his list of incidents is the Violence in the Workplace Incident Report that I submitted on May 22, 2017 regarding Captain Vincent (Exhibit B-16). This is a violation of the County of Hawaii Violence in the Workplace policy, HRS 89-13 (a) (1) (4) (7) and (8), and the most obvious sign of Chief Rosario's intent to retaliate against me. Again, I took part in a protected act, then the adverse action (transfer/placement), and now a causal connection, practically an admission of guilt. This is a violation of the County of Hawaii's own policy on Violence in the Workplace and the fact that Chief Rosario submitted this is in his reasoning for transferring me shows his intent to use his "management rights" in a punitive manner. The Director of Human Resources William Brilhante Jr., in dismissing my grievance at Step 2 (Exhibit B-17), chose to ignore this County policy, even when I brought it to his attention during the Step 2 meeting. Lee Botelho, the Labor Specialist for the Department of Human Resources also ignored this blatant act of retaliation (Exhibit B-18). The Office of the Mayor also chose to ignore this when I filed an internal complaint (Exhibit B-19). In their (Mayors Office) denial it states, that this matter is subject to the grievance procedure, however, the CBA does not have a specific section regarding retaliation. The Merit Appeals Board also chose to ignore this fact in dismissing my appeal, stating that I had not exhausted my grievance process. So many violations of HRS 89-13, by people in positions of power, who should know better.

Ninth on his list of incidents is the Violence in the Workplace Incident Report that I submitted on May 22, 2017 regarding Captain Spain's attempt to extort, harass, and intimidate me (Exhibit B-20). Including this is revelatory. This is another violation of HRS 89-13 (a) (1) (4) (7) and (8), and yet another obvious sign of his intent to retaliate against me. Protected act, adverse action, causal connection. I am not sure if Chief Rosario understands what retaliation is.

The tenth and last item on his list of incidents is an allegation that I violated sections 3 and 19 of the HFD Rules and Regulations submitted by Captain Spain, HFFA representative (Exhibit B-21). This was an attempt by Captains Spain, Vincent and Matsuda to discredit the two VIWP reports, and claim that I lied. This was never proven, and could never be proven, because there were multiple witnesses in each incident. Notice in Captain Spain's memo, that the whole affair is based on hearsay, the word of Captain Matsuda (upon whose claims this is based), who is already proven to be less than factual (see Exhibit B-4). The fact that they cooked up this investigation is also a violation of HRS 89-13 (a) (1) (4) (7) and (8), they collectively attempted to interfere with my right to file a complaint, they discriminated against me for filing a complaint, they violated the CBA, and failed to comply with HRS 89-13 (b) (1). They also violated HRS 377-7 (1) and (2), collectively and conspiratorially, Captains Spain, Vincent and Matsuda attempted to coerce/induce the County of Hawaii to interfere with my legal rights, and it worked! Fire administration fell for their ploy, thereby violating HRS 89-13 (a) (1) (4) (7) and (8) (Exhibit B-22). Recently, the County of Hawaii, through EAP, distributed an email which shed some light on harassment and the mistakes that management often make (Exhibit B-22.2). Taking this into account, it sheds light on the actions that Chief Rosario, Captain Spain, Captain Vincent, Captain Matsuda, Bobby Lee, William Brilhante Jr., Lee Botelho, the Office of the Mayor, and the Merit Appeals Board have taken regarding this case. By allowing their own misconceptions and pre-judgement to cloud the issue, they have made numerous compounding errors, making it impossible for them to address the issue(s) in accordance with the existing statutes. That, coupled with their inability to admit their error(s) and unwillingness to listen to reason, has led us to this point.



In this “Notice of Placement”, Chief Rosario states that counseling and mediation did not resolve the issues between myself and the three Captains. Unfortunately, I was never made aware of what issues existed, until well into the grievance process, many months after these alleged issues should have been addressed with me. Following the Violence in the Workplace incident reports in May of 2017, I was told nothing. There was no follow up, no explanation, and no closure, only secrecy, rumors and speculation. Mediation was unproductive only because the three Captains in question refused to mediate, they showed up and then refused to engage in the process.

If there were goals to work towards, I was never notified of them. Chief Rosario’s claim that there was no indication that I would be able to work effectively and efficiently with the Captains assigned to Waiakea Fire Station cannot be substantiated. There is no evidence that I was ineffective or inefficient or a danger to anyone. I was never told that I was unsafe, ever. When I addressed this in the Step 1 grievance, Chief Rosario refused to answer, violating HRS 89-13 (a) (4) and (8).

I filed a grievance against this “Notice of Placement” on December 14, 2018 (Exhibit B-23). On January 16, 2019 I asked HFFA president Bobby Lee, HFFA representative Colin Wilson, HFFA Big Island representatives Richard Fong, and Ivan Higashi exactly which section of the CBA addresses retaliation (Exhibit B-24). I received no response.

Believing the BU 11 Collective Bargaining Agreement has no provision to address retaliation, I also filed an Internal Complaint (to Chief Rosario) on December 18, 2018 (Exhibit B-25) and another on December 28, 2018 (to the Office of the Mayor, Exhibit B-26) alleging retaliation for the VIWP incident reports.

On December 24, 2018 I submitted an internal transfer request (Exhibit B-27), which was ignored by Fire Administration a violation of HRS 89-13(a) (4). I filed a grievance against this act on January 22, 2019 (Exhibit B-28) and another Internal Complaint on January 24, 2019 (Exhibit B-29) to address this further act of retaliation.

The two grievances were both denied/dismissed at both Step 1 and Step 2 (Exhibits B-30) of the grievance process. Those denials are violations of HRS 89-13(a) (1) (4) (7) and (8). At both Step 1 and Step 2, Captain Charles Spain represented the Union (although the Union was not representing me), even though he is the subject of a Violence in Workplace report that I filed previously. His presence there can only be described as an attempt to intimidate, interfere, restrain, and coerce me, in retaliation for filing the complaint. I made it clear in each meeting that I was not comfortable with his presence but was overruled by Chief Rosario at Step 1 and William Brilhante Jr. at Step 2. These decisions perplexed me, because in previous grievance hearings, Chief Rosario specifically requested that the Union Representative be someone other than Captain Charles Spain (Exhibit B-31). Yet another violation of HRS 89-13 (a) (1) (4) and (b) (1).

The Internal Complaints were likewise returned to me first by Chief Rosario (Exhibit B-32) and then by the Office of the Mayor (Exhibit B-33), violating HRS 89-13 (a) (4) each time, with the explanation that I needed to address the issue through the established grievance process, even though the CBA does not specify any way to combat retaliation. I appealed those decisions, to the Merit Appeals Board (Exhibit B-34). The Merit Appeals Board also dismissed the appeal, on the grounds of “Lack of Jurisdiction” also a violation of HRS 89-13 (a) (4). I am still waiting for the written notice of the dismissal of my appeal from the Attorney General and the Merit Appeals Board.

Following the denial at Step 2, the HFFA submitted a notice of intent to arbitrate one of the grievances on April 25, 2019 (Exhibit B-35). The CBA directs that the arbitration process begins immediately. Neither the County of Hawaii, nor the HFFA made any attempt to arbitrate the grievance in question, nor did they come to an agreement to delay the selection of an arbitrator. This is a violation of HRS 89-13(a) (7) by the County of Hawaii, and HRS 89-13(b) (5) by the HFFA (My original prohibited practice

complaint).

Retaliation is forbidden by the County of Hawaii Violence in the Workplace Policy, by HRS 89-13(a) (4), HRS 377-6 (8), and HRS 378-62. According to the HFFA, there is no mechanism in the CBA to address retaliation and the County of Hawaii through the Fire Chief, the Office of the Mayor and the Merit Appeals board, refused to admit the retaliation occurred, and in doing so they all violated HRS 89-13(a)(4) and (7).

On August 20, 2019 I received notification from the HFFA that they were in fact, not going to arbitrate (Exhibit B-36). According to the HFFA, they did not see any merit in my grievance(s) and the board decided not to seek arbitration. The board, coincidentally, is comprised of Bobby Lee and Captain Charles Spain. Yet another violation of HRS 89-13 (b) (1) (4) and (5).

## **JOB PERFORMANCE**

**Review of HRS §76-1 Purposes; merit principle.** It is the purpose of this chapter to require each jurisdiction to establish and maintain a separately administered civil service system based on the merit principle. The merit principle is the selection of persons based on their fitness and ability for public employment and the retention of employees based on their demonstrated appropriate conduct and productive performance. It is also the purpose of this chapter to build a career service in government, free from coercive political influences, to render impartial service to the public at all times, according to the dictates of ethics and morality and in compliance with all laws.

In order to achieve these purposes, it is the declared policy of the State that the human resource program within each jurisdiction be administered in accordance with the following:

- (1) **Equal opportunity for all in compliance with all laws prohibiting discrimination.** No person shall be discriminated against in examination, appointment, reinstatement, reemployment, promotion, **transfer**, demotion, or removal, **with respect to any position when the work may be efficiently performed by the person without hazard or danger to the health and safety of the person or others;**
- (2) Impartial selection of individuals for public service by means of competitive tests which are fair, objective, and practical;
- (3) Incentives for competent employees within the service, whether financial or promotional opportunities and other performance based group and individual awards that encourage continuous improvement to achieve superior performance;
- (4) **Reasonable job security for competent employees** and discharge of unnecessary or inefficient employees with the right to grieve and appeal personnel actions through the:
  - (A) Contractual grievance procedure for employees covered by chapter 89; or
  - (B) Internal complaint procedures and the merit appeals board for employees excluded from coverage under chapter 89;

I have a spotless employment history from August of 2003 to today. The following Job Performance reports and Performance Appraisal Reports will attest to that (Exhibit B-37). There are numerous missing, these are the only reports that I found in my official personnel file at the Hawaii County Fire Department Human Resources office. Note the reports dated January 15, 2010 filed by Captain Charles Spain and August 2, 2017 by Captain Brent Matsuda. These job performance reports and performance assessment reports would counter any claim by Chief Rosario when he states in his Notice of Placement that “these measures have not resulted in a change nor have we had any indication that you would be able to work effectively and efficiently with captains assigned to the Waiakea Fire Station”. There is no evidence that I am inefficient, hazardous, or dangerous to myself or others, and if there was, Chief Rosario, Captain Spain, Captain Vincent or Captain Matsuda would have produced such evidence.

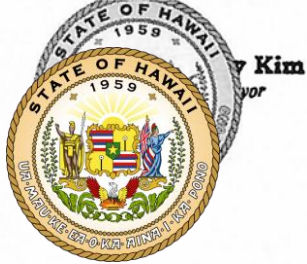
## SUMMARY and RELIEF SOUGHT

The amount of violations committed cannot easily be counted. The violations were committed at every step of the way, by every person, at every level. The fact that I was not afforded Union representation throughout this process is alarming. Worse than that, the HFFA colluded with the Employer to alienate, isolate, intimidate, interfere, and retaliate against me. As a reminder, the Union chose to send the same representative that is the target of my Violence in the Workplace report to intimidate me during the grievance process, when his presence was clearly not welcome, nor necessary.

In summary, the County of Hawaii and the Hawaii Fire Fighters Association have dug themselves into such a deep hole that the only way out they can see, is to dig further. Together, they conspire to wait me out, hoping only that I eventually give up. The commute across the island is literally deadly, a Fire Captain was recently killed while commuting to work from Kona to Hilo. The lost time away from family and cost of commuting cannot be justified. They continue to retaliate against me, and have left me with no choice but to take a voluntary demotion. I am confident that had they listened to reason during the grievance process, the internal complaint process, or arbitrated this matter, as they are/were obliged to, this would have been settled a long time ago. As such, I am seeking only that which is allowed by HRS 89-14 Prevention of prohibited practices.

Any controversy concerning prohibited practices may be submitted to the board in the same manner and with the same effect as provided in section 377-9;

Chapter 377-9 Prevention of unfair labor practices. (d) After the final hearing, the board shall promptly make and file an order or decision, incorporating findings of fact upon all the issues involved in the controversy and the determination of the rights of the parties. Pending the final determination of the controversy the board may, after hearing, make interlocutory orders which may be enforced in the same manner as final orders. Final orders may dismiss the complaint or require the person complained of to cease and desist from the unfair practices found to have been committed, suspend the person's rights, immunities, privileges, or remedies granted or afforded by this chapter for not more than one year, and require the person to take affirmative action, including reinstatement of employees and make orders in favor of employees making them whole, including back pay with interest, costs, and attorneys' fees. Any order may further require the person to make reports from time to time showing the extent to which the person has complied with the order. Furthermore, an employer or employee who willfully or repeatedly commits unfair or prohibited practices that interfere with the statutory rights of an employer or employees or discriminates against an employer or employees for the exercise of protected conduct shall be subject to a civil penalty not to exceed \$10,000 for each violation. In determining the amount of any penalty under this section, the board shall consider the gravity of the unfair or prohibited practice and the impact of the practice on the charging party, on other persons seeking to exercise rights guaranteed by this section, or on public interest.



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EFiled: Oct 19 2019 08:58AM HAST  
Transaction ID 64333945  
Case No. 19-CE-11-930, 19-CU-11-

**County of Hawai'i**  
**HAWAII FIRE DEPARTMENT**  
25 Aupuni Street • Suite 2501 • Hilo, Hawai'i 96720  
(808) 932-2900 • Fax (808) 932-2928

**HAND DELIVERED**

November 27, 2018

Mr. Bran Keopuhiwa  
Fire Rescue Specialist  
P.O. Box 271  
Papaikou, Hawai'i 96781

Dear Fire Rescue Specialist Keopuhiwa:

Re: **NOTICE OF PLACEMENT**

Effective December 1, 2018, you are being permanently assigned to Position No. OO-02597 at the Kailua Fire Station on "C" Platoon. This action is being taken in accordance with the Bargaining Unit 11 Collective Bargaining Agreement Section 4, Management Rights, and Section 10, Placement and Transfer and is not a disciplinary action.

Beginning about September 2017 I was made aware of several incidents involving yourself and Fire Captains Matsuda, Spain, and Vincent. The department conducted investigations into the incidents. While the investigator/investigators findings resulted in various levels of corrective action where applicable for the parties involved, in effort to resolve any negativity or conflict between you and Fire Captains Matsuda, Spain, and Vincent, you were temporarily reassigned to report to Battalion Chief Kusch and referred to counseling with our Employee Assistance Program (EAP) Provider, Employee Assistance of the Pacific. Additionally, in hopes of resolving any remaining issues between you and Fire Captains Matsuda, Spain, and Vincent., you were notified to attend mandatory mediation with Ku'ikahi Medication Center to try to come to an agreement on working respectfully and cohesively as part of the unit assigned to the Waiakea Fire Station.

I received confirmation of your compliance with the supervisory referral to EAP and on October 30, 2018, I received notice from Ku'ikahi Mediation Center that the mediation between you and Captains Brent Matsuda, Todd Vincent, and Charles Spain have concluded. The mediation is confidential and thus I was provided confirmation that a) the mediation was held, b) no agreement was reached, and c) the file has been closed on this case and no further mediation sessions are scheduled.



*Hawai'i County is an Equal Opportunity Provider and Employer.*

Notice of Placement  
November 27, 2018  
Page 2

It was our goal that the temporary change of worksite, EAP counseling, and mediation would enable you to work effectively with your supervisors and return to your assignment at the Waiākea Fire Station. Unfortunately, all of these measures have not resulted in a change nor have we had any indication that you would be able to work effectively and efficiently with the captains assigned to the Waiākea Fire Station. Despite our efforts, we have determined that your presence at the Waiākea Fire Station is not in the best interest of efficient operations at this critical task oriented rescue station. As the Kailua Fire Station is the only other worksite with Fire Rescue Specialist positions, I have no recourse but to permanently assign you to the Kailua Fire Station effective December 1, 2018. Your last work Shift on "B" Platoon shall be November 29, 2018. Your first work shift on "C" Platoon shall be December 2, 2018.

You have the right to grieve this action in accordance with the Bargaining Unit 11 Collective Bargaining Agreement.



DARREN J. ROSARIO  
Fire Chief

**HAWAII FIRE DEPARTMENT . COUNTY OF HAWAII .**  
**HILO, HAWAII 96720**

DATE November 28, 2018

**Memorandum**

TO : DARREN J. ROSARIO, FIRE CHIEF

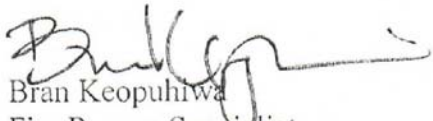
VIA : LANCE UCHIDA, DEPUTY FIRE CHIEF  
AFC DARWIN OKINAKA, OPERATIONS DIVISION  
BC MATTHIAS KUSCH, 1<sup>ST</sup> BATTALION, B PLATOON  
DUANE THOMPSON, CAPTAIN, HONOKAA FIRE STATION, B PLATOON *D.T.*

FROM : BRAN KEOPUHIWA, FIRE RESCUE SPECIALIST, WAIAKEA FIRE  
STATION, B PLATOON

SUBJECT: REQUEST FOR INFORMATION

I am formally requesting all information regarding your decision to transfer me to Kailua Fire Station. In your letter dated November 27, 2018, you stated that there were several incidents involving myself and the Captains at Waiakea Fire Station. I would like to see those investigations and the results of those investigations as that appears to be the basis of your decision to transfer me. This is a time sensitive matter, as I only have twenty days to file a grievance on this issue so your cooperation is of the utmost importance.

Thank you for your consideration in this matter.

  
Bran Keopuhiwa  
Fire Rescue Specialist  
Waiakea Fire Station, B Platoon



FRS Bran Keopuhiwa request for information dated December 14, 2018, Item 1:

1. As indicated in Captain Matsuda's letter dated April 20, 2018 that list incidents between Captain Matsuda and FRS Keopuhiwa between January 16, 2017 to January 11, 2018
2. Failure to follow a directive by BC Kusch regarding communicating with Captain Matsuda
  - a. December 22, 2017
3. Oral Reprimand by Captain Spain for not following work place directives
  - a. December 13, 2017
4. Inappropriate texting regarding Captain Matsuda
  - a. December 28, 2017
5. Allegation of failure to follow a directive from BC Kusch
  - a. December 13, 2017
6. As indicated in Captain Vincent's letter dated April 22, 2018
7. As indicated in Captain Spain's letter dated April 23, 2018
8. Violence in the Workplace Incident Report submitted May 22, 2017 regarding Captain Vincent
9. Violence in the Workplace Incident Report submitted May 22, 2017 regarding Captain Spain
  - a. December 13, 2018
10. Violation of Section 3 and Section 19 of the HFD Rules and Regulations complaint by Captain Spain
  - a. September 7, 2018
  - b. December 13, 2017

**HAWAII FIRE DEPARTMENT** COUNTY OF HAWAII  
HILO, HAWAII 96720

DATE April 20, 2018

**Memorandum**

TO : DARREN J. ROSARIO, FIRE CHIEF

VIA : RENWICK J. VICTORINO, DEPUTY FIRE CHIEF - 4/23/18  
AFC GANTRY ANDRADE, OPERATIONS DIVISION 4/23/18  
BC MATTHIAS KUSCH, "B" PLATOON, 1<sup>ST</sup> BATTALION mlc 4/20/18

FROM : CAPTAIN BRENT MATSUDA, WAIAKEA "B", 1<sup>ST</sup> BATTALION

SUBJECT: **B. KEOPUHIWA ISSUES AT STA. 2**

Because of his inappropriate behavior this past year, I cannot effectively supervise/manage or trust FRS B. Keopuhiwa. The accounts with him this past year prove to me that my allegations are correct. He intentionally has shown to me that he disrespects and disregards my authority over personnel at Sta. 2, thus making it unsafe for me and everyone who works here, as I do not know what to expect next. I do not trust him at all!

Personnel here has told me that both of them try to undermine my authority every day, but I did not let it affect my work. But that day when the text was sent to me, proved to be "the straw that broke the camel's back". B. Keopuhiwa constantly confronts me with passive/aggressive behavior.

Below is some of the experiences I have dealt with this past year:

1/16/17

Arrived at Sta. 2 and was greeted with inappropriate behavior by FRS B.Keopuhiwa who stated that, "I did not greet him", I stated that I was busy putting all of my equipment away and that I was sorry. This was the first instance of passive/aggressive behavior that he has shown me this entire past year.

10/12/17 B. Keopuhiwa once again spoke disrespectfully to me because I asked him to complete his sign in/out in for his PAK radio that is assigned to him. I asked him to sign his initials for the days that he forgot because he was here working. He stated "why should he do it? No one ever



checks if anyone does anything here at Sta. 2 or anywhere else anyway"! After sitting down with him and explaining the reasons for my directive. After he left the office I noticed that he made a scratch mark all the way down from where his initials were in an apparent way to show disrespect again, he denied doing it, but I saw him do it. Showing that he lies.... Also, every time I speak to him, he does not look me in the eye, but looks at someone/something else, a clear sign of disrespect. I cannot trust B. Keopuhiwa and that is a safety concern for me and the others here at Sta. 2.

11/26/17 Approx. 0700 hrs., I asked B. Keopuhiwa why he did not get out of HR-2 while on an Lost Hunters incident at night on 11/25/17. He then stated, "why should I get up? All of these dummies get lost and the police had it any ways, I was resting because I know we will have an extended incident today". I told him that this was an incident and he has to get involved. I asked him if he was sick, he stated "No". He did not get out of the vehicle the entire incident. I was told later that FRS M. Farinas was disgusted by his attitude. Showing that his actions have a direct impact on others working here.

12/6/17

Approx. 0920 hrs. found that HR-2 had rolled into lockers in the apparatus floor. Minimum damage to HR-2, but locker is damaged. B. Keopuhiwa stated that he checked the vehicle but did not chock the wheels. With a defiant attitude, he portrayed that he does not need to do it.

12/13/17

I received an email from BC Kusch stating that there must be a recall list made to if anyone is to take any kind of LOA without coverage before December 31, 2017. I communicated this with all the personnel here. Upon asking FRS Keopuhiwa to make sure he turns one in for his vacation on 12/15/17 he stated that he won't even call anyone and laughed in a very disrespectful way. I waited for it, but he never submitted one to me.

12/21/17

Sometime in the morning, B. Keopuhiwa put several post-it's on the HP computer In an apparent gesture to make fun of Capt. Vincent again causing disruption.

12/23/17

0750 hrs. Got a text and read it while at Longs. It was group text that included seven HFD personnel and the last disrespectful/derogatory text was from C. Chun Fat that included B.Keopuhiwa and comments from him. I drove home thinking about what to do about it.

12/24/17

0644 hrs. While I was driving to work, BC Kusch instructed me to have C. Chun Fat and B. Keopuhiwa pack their personal items, PPE and report to him at Sta. 1.

Approx. 0755 hrs. C. Chun Fat and B. Keopuhiwa arrived to work at the same time. I could hear through Chad's Bluetooth that he was discussing this situation with someone and had a very disrespectful attitude already. I instructed both of them to gather their PPE, Personal items and report to Sta. 1 and to BC Kusch. The directive was taken with laughter and with attitude of defiance.

BC Kusch instructed me to have them take their own vehicles. FRS B. Keopuhiwa argued that his truck was broken, and that he needed to take a vehicle. I repeated to him what his orders were. He then displayed an attitude of defiance and tried to contact BC Kusch a couple of times by phone. After not reaching him the second time that I saw, I again instructed him to take his own vehicle. Again, he stated that his truck was broken...I did not want to argue and have the situation escalate, and he took U-2.

12/25/17

0803 hrs. The next morning after returning to the station with U-2, B. Keopuhiwa got in his truck, started it with no problems and drove away (witnessed by Capt. Spain and myself). Showing me that he lied about his truck being broken.

12/29/17

Approx. 0755 hrs. C. Chun Fat and B. Keopuhiwa arrived at Sta. 2 honking their horns and when they exited their vehicles, they immediately started speaking loud and very disrespectful, exhibiting their defiance towards of any type of authority. They disregarded the orders that BC Kusch gave to them. I asked FEO M. Akau to instruct Chad and Liko to report to Central as instructed to me by BC Kusch once I contacted him and stated they were here at Sta. 2. FEO Akau had an indifferent attitude when I asked him, so I don't know if it was communicated to them. I then asked A/FEO J. Robello to inform them and he did, but BC Kusch arrived at Sta. 2 and took over from there.

1/7/18

B. Keopuhiwa sent me a complaint by email. He criticizes me by stating the things he does not agree with on his PAR that was done FIVE months ago. He also states his negative feelings about the things I do on incidents that he disagrees with. I base my decisions on my ability to manage the incident. I cannot effectively supervise/manage/trust him. He displays his displeasure in a passive/aggressive way and that is a safety concern for me.

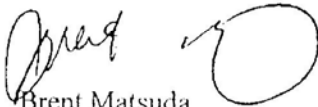
1/11/18

Approx. 1530 hrs. I received an email from B. Keopuhiwa stating complaints again. Even after he was given orders not to contact me.

The contents of both emails I received violate Chief's Memo No. 2017-031 County-Wide Individual Email Account:

- Section B. Usage- Prohibited internet uses including, but not limited to the following: For hate mail, harassment, or discriminatory purposes.
- Section C Electronic Mail- 3. Orders that are transmitted via e-mail shall carry the same weight as verbal and/or written orders. 7. The E-mail system shall not be used for any messages that can be considered offensive, discriminatory, defamatory, disparaging, of a sexual nature, or threatening to any employee person or entity. The e-mail system shall be used for business only and any misuse will not be tolerated. 11. Personnel are required to report inappropriate use of e-mail

These are some of the everyday occurrences I have dealt with this past year.

  
Brent Matsuda  
Fire Captain  
Waiakea "B", 1<sup>ST</sup> Battalion  
4/20/2018

**HAWAII FIRE DEPARTMENT . COUNTY OF HAWAII .**  
**HILO, HAWAII 96720**

**DATE** January 16, 2018

**Memorandum**

TO : DARREN J. ROSARIO, FIRE CHIEF *AC-1 to coordinate*  
*OK JAN 18 2018*

VIA : RENWICK J. VICTORINO, DEPUTY FIRE CHIEF  
 AFC GANTRY ANDRADE, OPERATIONS DIVISION *1/18/18*  
*OK 1/17/18*

FROM : BC MATTHIAS KUSCH, B PLATOON, 1st BATTALION

SUBJECT: **INVESTIGATION WARRENTED: BRAN KEOPUHIWA 1-16-2018**

This memo requests an investigation into FRS B. Keopuhiwa failing to follow a directive given by a senior officer.

On 1/9/2018, BC M. Kusch gave a directive to B. Keopuhiwa to not contact Captain B. Matsuda, in any form. On 1/11/2018 at 0940 hours, Keopuhiwa acknowledged this directive. At 1528 hours on 1/11/2018, Keopuhiwa contacted Captain Matsuda via email, disregarding BC Kusch's directive. This is the second time in less than 30 days that Keopuhiwa has willfully disregarded a directive from a superior officer.

This willful disregard of a directive falls primarily under the "General Conduct" of the Rules and Regulations Section 9:

"No member shall disobey any lawful order issued by a superior officer, nor shall he speak disrespectfully to any superior officer or other member of the department" There may be other sections that apply as well.



Matthias Kusch  
 Battalion Chief  
 1st Battalion, B Platoon

*Investigation warranted.*  
*Investigation letter to go to FRS Bran*  
*Keopuhiwa, Captain Brent Matsuda, BC*  
*Matthias Kusch.*  
*OK.*

JAN 19 2018

Email HR Arl mail to HR

**HAWAII FIRE DEPARTMENT . COUNTY OF HAWAII .**  
**HILO, HAWAII 96720**

DATE January 6, 2018

**Memorandum**

TO : DARREN J. ROSARIO, FIRE CHIEF

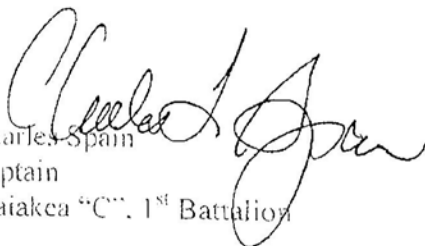
VIA : RENWICK J. VICTORINO, DEPUTY FIRE CHIEF *1/11/18*  
 AFC GENTRY ANDRADE, OPERATIONS DIVISION  
 BC MICHAEL HAYASHIDA, "C" PLATOON, 1<sup>ST</sup> BATTALION *MH*

JAN 06 2018

FROM : CAPTAIN CHARLES SPAIN, WAIAKEA "C", 1<sup>ST</sup> BATTALION

SUBJECT: ORAL REPRIMAND

On December 13, 2017 FRS B. Keopuhiwa entered the Waiakea Fire Station at 0730 and proceeded to conduct the morning routine of apparatus and equipment checks. Upon Captain Matsudas arrival at 0750 I requested that he call FRS Keopuhiwa into the office. Once in the office I reminded FRS Keopuhiwa of the "Work Parameters Directive" in place at Station 2 and told him to continue to follow it. I logged this oral reprimand in the station log.

  
 Charles Spain  
 Captain  
 Waiakea "C", 1<sup>st</sup> Battalion

**Harry Kim**  
Mayor



**Darren J. Rosario**  
Fire Chief

**Renwick J. Victorino**  
Deputy Fire Chief

## County of Hawai'i

### HAWAII FIRE DEPARTMENT

25 Aupuni Street • Suite 2501 • Hilo, Hawai'i 96720  
(808) 932-2900 • Fax (808) 932-2928

January 12, 2018

Fire Rescue Specialist Bran N. Keopuhiwa  
PO Box 271  
Papaikou, HI 96781

Dear Fire Rescue Specialist Keopuhiwa:

This letter is to inform you that you were given an oral reprimand by Captain Charles Spain on December 13, 2017. You were reminded of the "Work Parameters Directive" in place at Waiakea Fire Station and to continue to follow it.

Under General Conduct of the Rules and Regulations, Section 9: "No member shall disobey any lawful order issued by a superior officer, nor shall he speak disrespectfully to any superior officer or other member of the department."

Under the HFFA BU 11 Collective Bargaining Agreement, Section 16, Discipline: "Employees shall not be disciplined without just and proper cause. The Employer shall provide written notice of all verbal reprimands (if documented), written reprimands, suspensions, and dismissals to the Employee and Union within ten (10) business days after the effective date of the disciplinary action. Grievances regarding these matters shall be handled in accordance with the provisions of Section 18. Grievance Procedure."

Sincerely,

DARREN J. ROSARIO  
Fire Chief

DJR:jv

cc: Assistant Fire Chief Gantry Andrade  
Battalion Chief Matthias Kusch  
Robert H. Lee, President, HFFA  
Charles L. Spain, HFFA Division Chairman



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EXHIBIT B-6.1



To: Fire Battalion Chief 1A <hcfdbc1\_a@hawaiicounty.gov>; Fire Battalion Chief 1B  
 <hcfdbc1\_b@hawaiicounty.gov>; Fire Battalion Chief 1C  
 <hcfdbc1\_c@hawaiicounty.gov>

**Subject:** Sta2 directives as of 071317 until further notice

BC's, please assure your captains are advised of the content of this email.

Effective immediately,

The practice of keeping Captain Vincent and FRS Chun Fat separated will remain status quo until further notice. Also remaining status quo are the parameters surrounding their ability to work on one another's shift and on emergencies.

Non-emergency overtime shall be fair and equitable. On emergency recalls, every attempt shall also be made to be fair and equitable.

The above parameters shall also apply to Captain Charles Spain upon his return to station 2 on 071417 at 0800. This situation will also include FEO Wilson.

Basically, when coming on shift, they must wait until 0800 to report to the station unless they are positive that the other party(ies) have left the premise. If not, at 0800 the Captain will report directly to the captains office if the FEO or FRS is still in quarters for whatever reason, and the FEO or FRS will report to the kitchen or dorm if the captains are still in quarters. Captain Spain, Captain Vincent, FEO Wilson, and FRS Chun Fat shall take all measures to be ready to leave the station by 0745 and leave as soon as their relief has arrived. This should be no later than 0800.

If B shift is getting off and FEO Wilson is TA captain. FEO Wilson shall give his report to the oncoming FEO or TA/FEO then leave.

As for the captains, when they getting off shift and FEO Wilson is coming on as TA/Captain FEO, ~~they shall give their report to another FRS on B shift or one that is being held over.~~ In the discussion this morning, captain Spain communicated to me that he is ok with transferring information with FEO Wilson. Although commendable, he should not communicate with FEO Wilson until the ongoing investigation is completed. That said, either he will give his FEO the brief and they relay it to A/Capt Wilson when he gets in or the BC will get obtain the changeover info from Captain Spain or Captain Vincent and they shall share that info with A/Captain Wilson.

The investigations surrounding this ongoing separation matter is near completion and you will be advised of when these restrictions can be lifted.

As for FRS Keopuhiwa in all of this, although he was a complainant in one of the VIWP complaints involving FRS Chun Fat, himself, and Captain Vincent in 2016, there is sufficient documentation that they both worked many times together since that incident... without incident, therefore a separation clause was not deemed necessary.

Mahalo,

Gantry Andrade  
 Asst Fire Chief- Operations  
 Hawaii Fire Department  
 808-932-2906

## Fire Station - Waiakea Shift C

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**From:** Fire Station - Waiakea Shift C  
**Sent:** Tuesday, August 22, 2017 7:15 AM  
**To:** Andrade, Gantry  
**Cc:** Rosario, Darren; Fire Battalion Chief 1C (hcfdbc1\_c@hawaiiicounty.gov)  
**Subject:** personnel issues at Waiakea

Chief,

Thank you for meeting with me today. I still have issues with the decisions being made in regards to this situation. The department's position can expose my crew members to not only a potential workplace violence, but situations that could lead to additional disciplinary actions, including suspensions and termination. I believe this is unfair to my crew members.

In our discussion you stated that you have to allow specific members to work R4R on our shift because it is a contract issue. This is not correct. Under the CBA, section 27-A Rank-for-Rank Recall, it doesn't identify (where) the members must work R4R. It is clear that "Eligible fire fighters shall be offered twelve (12) shifts (288 hours) per fiscal year via this program". It does not state in the CBA that R4R must be available within members own station and on all shifts. However, County Policy is very clear that the Employers are responsible to deal with workplace violence issues. There is already a precedence set with State Crash Fire at Keahole Airport. They had a violence in the workplace situation and they made exceptions to the rules because the member could only work R4R on one shift. Your interpretation of the R4R language in the CBA is not true and instead, you are forcing your own workforce to work in hostile situation and setting them up to fail. My responsibility as a Captain is to protect my crew, and as a union representative, to support and defend the proper interpretation of our CBA. You are finishing up disciplining a number of personnel at our station and before the wounds even get a chance to heal you are forcing these individuals onto other shifts and wrongfully trying to use the CBA to do this. If there are any more confrontations because of your decisions, the next disciplinary actions could be more severe, including termination. We properly addressed this situation by separating these individuals from our shift. Please understand that this Fire Administration will be accountable for any problems that occur from this unnecessary situation that you have now created.

If you are in disagreement with my interpretation of the CBA, I strongly suggest you give Bobby Lee a call and discuss this with him. After our discussion I called Bobby to make sure I wasn't looking at this the wrong way. He agreed with me and informed me that precedence has been set with the situation at Keahole Crash Fire.

Chief, this is a bad situation, still way too fresh and plenty potential for much more serious trouble that the HFD and the County will be responsible for. The CBA does not support this decision, it will be all on the Administration.

Thank you again for you time and consideration in this matter.

Respectfully,  
 Charles Spain  
 Captain, Waiakea "C"



**Harry Kim**  
Mayor



**Darren J. Rosario**  
Fire Chief

**Renwick J. Victorino**  
Deputy Fire Chief

**County of Hawai'i**  
**HAWAI'I FIRE DEPARTMENT**  
25 Aupuni Street • Suite 2501 • Hilo, Hawai'i 96720  
(808) 932-2900 • Fax (808) 932-2928

January 19, 2018

Mr. Robert Lee, President  
Hawai'i Fire Fighters Association  
1018 Palm Drive  
Honolulu, Hawai'i 96814

**RE: STEP 1 GRIEVANCE FOR FIRE RESCUE SPECIALIST BRAN KEOPUHIWA**

Aloha President Lee:

This letter is in response to the Step 1 grievance filed on behalf of Fire Rescue Specialist Bran Keopuhiwa that I received on January 19, 2018.

The grievance alleges that the Department violated Section 16: Discipline. The grievance contends that the violations occurred when the department issued a verbal reprimand to the Grievant for disobeying a direct order.

The Step 1 grievance meeting is scheduled as follows:

1. January 29, 2018
2. 1000 hours
3. HFD Fire Administration Conference Room

I would like to recommend that the HFFA Representative be someone other than Division Chairman Charles Spain.

Please do not hesitate to contact me if you have any questions at 932-2900.

Mahalo,

**DARREN J. ROSARIO**  
Fire Chief

cc: FRS Bran Keopuhiwa  
F2  
AC1  
BC Kusch



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Harry Kim  
Mayor



Darren J. Rosario  
Fire Chief

Renwick J. Victorino  
Deputy Fire Chief

## County of Hawai'i HAWAI'I FIRE DEPARTMENT

25 Aupuni Street • Suite 2501 • Hilo, Hawai'i 96720  
(808) 932-2900 • Fax (808) 932-2928

February 12, 2018

Mr. Robert Lee, President  
Hawai'i Fire Fighters Association  
1018 Palm Drive  
Honolulu, Hawai'i 96814

### RE: STEP 1 GRIEVANCE FOR FIRE RESCUE SPECIALIST BRAN KEOPUHIWA

Aloha President Lee,

This letter is in response to the Step 1 grievance filed on behalf of Fire Rescue Specialist Bran Keopuhiwa. I would like to thank HFFA Representatives Richard Fong and Ivan Higashi for their time to meet and discuss this grievance.

The grievance alleges that the Department violated Article 16, Discipline; Article 18, Grievance Procedure; and Article 19, Due Process. The grievance contends that the violations occurred when the department notified him of an issued oral reprimand by Fire Captain Charles Spain to the Grievant. The grievance states that he was not afforded an opportunity for union representation and was disciplined without just cause.

Having reviewed the facts and circumstances of the case, along with the actions taken by the Department, I find that the grievant was not afforded union representation. Furthermore, it was not substantially made clear to the grievant that he was being issued an oral reprimand. Therefore, I am sustaining your grievance and provide the following requested remedies with your concurrence;

1. Dismissal of the oral reprimand
2. Removal of any record of oral reprimand in the grievant's personnel file.

Please do not hesitate to contact me if you have any questions at 932-2900.

Mahalo,

DARREN J. ROSARIO  
Fire Chief



*Hawai'i County is an Equal Opportunity Provider and Employer.*

EXHIBIT B-9

**Harry Kim**  
Mayor



**Darren J. Rosario**  
Fire Chief

**Renwick J. Victorino**  
Deputy Fire Chief

**County of Hawai'i**  
**HAWAII FIRE DEPARTMENT**  
25 Aupuni Street • Suite 2501 • Hilo, Hawai'i 96720  
(808) 932-2900 • Fax (808) 932-2928

January 9, 2018

**HAND-DELIVERED**

Fire Rescue Specialist Bran N. Keopuhiwa  
PO Box 271  
Papaikou, HI 96781

Dear Fire Rescue Specialist Keopuhiwa:

**RE: NOTICE OF PENDING INVESTIGATION OF CHARGES**

This letter is to inform you that we are opening an administrative investigation regarding allegations that on December 23, 2017 you were involved in an action that: was disrespectful of a superior officer; was party to an act that tended to bring discredit to a member; would tend to impair the good order, proper discipline, or efficiency of the department; ridiculed a member in that it would interfere with an officer to maintain discipline.

An investigator will be contacting you to schedule an interview.

Please do not discuss this matter with anyone as it is confidential. Any discussion about the aforementioned will be viewed as interfering with the administrative investigation. We also expect you to fully cooperate with the investigator(s) so that the administrative investigation can be completed in a timely manner.

Lastly, you have the right to consult with your Union on this matter.

Sincerely,

**DARREN J. ROSARIO**  
Fire Chief

DJR:jv

cc: Assistant Fire Chief Gantry Andrade  
Battalion Chief Matthias Kusch  
Robert H. Lee, President, HFFA  
Charles L. Spain, HFFA Division Chairman

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**EXHIBIT B-10**

Harry Kim  
Mayor



Darren J. Rosario  
Fire Chief

Renwick J. Victorino  
Deputy Fire Chief

**County of Hawai'i**  
**HAWAI'I FIRE DEPARTMENT**  
25 Aupuni Street • Suite 2501 • Hilo, Hawai'i 96720  
(808) 932-2900 • Fax (808) 932-2928

April 11, 2018

**VIA EMAIL**

Mr. Bran Keopuhiwa  
Fire Rescue Specialist  
P.O. Box 271  
Pāpa'ikou, Hawai'i 96781

Dear Mr. Keopuhiwa:

**RE: INAPPROPRIATE TEXTING INVESTIGATION FINDINGS**

On December 28, 2017, I received a complaint alleging that you violated department rules and regulations pertaining to disrespect of a superior officer. Subsequently, an investigation was initiated to determine if the allegations were substantiated or not substantiated.

An investigation was completed and the findings were submitted to me. Due to the seriousness of the allegations, I thoroughly reviewed the investigation report and supporting documents.

Having taken into consideration the investigation report, supporting documents and the investigator's recommendations, there is insufficient evidence to sustain the allegation to warrant any corrective action on this matter. The complaint is thereby not substantiated.

Best regards,

DARREN J. ROSARIO  
Fire Chief

cc: Deputy Fire Chief Victorino  
AC Gantry Andrade  
HFFA  
HFD HR



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# WAI FIRE DEPARTMENT . COUNTY OF HAWAII

WAI, HAWAII 96720

EFiled: Oct 19 2019 08:58AM HAST  
Transaction ID 64333945  
Case No. 19-CE-11-930, 19-CU-11-373

DATE December 22, 2017

## Memorandum

TO : DARREN J. ROSARIO, FIRE CHIEF *Dec 27 2017*

VIA : RENWICK J. VICTORINO, DEPUTY FIRE CHIEF  
AFC GANTRY ANDRADE, OPERATIONS DIVISION *12/27/17*  
CAPTAIN BRENT MATSUDA, WAIKEA, B PLATOON, 1<sup>ST</sup> BATTALION

FROM : BC MATTHIAS KUSCH, B PLATOON, 1st BATTALION

SUBJECT: ORAL REPRIMAND: BRAN KEOPUHIWA 12-22-17

This memo constitutes documentation of an Oral Reprimand for failing to follow a directive given by a senior officer. On 12/13/17 an email was sent to all members of Waiakea, B Platoon outlining the procedures necessary to recall personnel to cover prior approved vacations. Captain Matsuda then reviewed the instructions with his personnel, including Keopuhiwa. On 12/15/17 Keopuhiwa had prior approved vacation and failed to comply with the directive. On 12/20/17 when back to work and asked about his recall list for his vacation on 12/15/17, Keopuhiwa stated he did not call anyone nor make a recall list. This action resulted in an Oral Reprimand.

Specifically, under "General Conduct" of the Rules and Regulations Section 9:  
"No member shall disobey any lawful order issued by a superior officer, nor shall he speak disrespectfully to any superior officer or other member of the department"

Henceforth, it is expected that Keopuhiwa will follow directives as they are stated, in writing, electronic format or verbally from a supervisor or officer of Hawaii Fire Department.

Matthias Kusch  
Battalion Chief  
1st Battalion, B Platoon

Brent Matsuda  
Captain  
Waiakea, B Platoon

*\* I STRONGLY DISAGREE*  
  
Bran Keopuhiwa  
Fire Rescue Specialist  
Waiakea, B Platoon

*Copy to HFFA  
HR*

DEC 27 2017

EXHIBIT B-12



**County of Hawai'i**  
**HAWAI'I FIRE DEPARTMENT**  
25 Aupuni Street • Suite 2501 • Hilo, Hawai'i 96720  
(808) 932-2900 • Fax (808) 932-2928

February 12, 2018

Mr. Robert Lee, President  
Hawai'i Fire Fighters Association  
1018 Palm Drive  
Honolulu, Hawai'i 96814

**RE: STEP 1 GRIEVANCE FOR FIRE RESCUE SPECIALIST BRAN KEOPUHIWA**

Aloha President Lee,

This letter is in response to the Step 1 grievance filed on behalf of Fire Rescue Specialist Bran Keopuhiwa. I would like to thank HFFA Representatives Richard Fong and Ivan Higashi for their time to meet and discuss this grievance.

The grievance alleges that the Department violated Article 16, Discipline. The grievance contends that the violations occurred when the grievant's Battalion Chief issued an oral reprimand to the grievant for disobeying a direct order.

Having reviewed the facts and circumstances of the case, along with the actions taken by the Department, I find that the grievant was not afforded union representation when questioned by the officer. Therefore, I am sustaining your grievance and provide the following requested remedies with your concurrence;

1. Dismissal of the oral reprimand
2. Removal of any record of oral reprimand in the grievant's personnel file.

Please do not hesitate to contact me if you have any questions at 932-2900.

Mahalo,

A handwritten signature in black ink, appearing to read "Darren".

DARREN J. ROSARIO  
Fire Chief



**HAWAII FIRE DEPARTMENT . COUNTY OF HAWAII .**  
**HILO, HAWAII 96720**

DATE April 22, 2018

**Memorandum**

TO : DARREN ROSARIO, FIRE CHIEF

VIA : RENWICK VICTORINO, DEPUTY FIRE CHIEF 4/23/18  
 : AFC GANTRY ANDRADE, OPERATIONS DIVISION 62 4/23/18  
 : BC DARWIN OKINAKA, "A" PLATOON, 1<sup>ST</sup> BATTALION 100 4/22/18

FROM : CAPT. TODD M VINCENT, WAIAKEA "A", 1<sup>ST</sup> BATTALION

SUBJECT: UNABLE TO WORK WITH FRS BRAN KEOPUHIWA

As stated in my Memo dated September 11, 2017, I don't want FRS Bran Keopuhiwa working on my shift because of past actions of deceit, over stepping authority and his willingness to "Stir the pot". FRS Bran Keopuhiwa has demonstrated the lack of respect to higher ranking officers.

FRS Bran Keopuhiwa has admitted to Captain Brent Matsuda that he is a "vindictive" person and likes to "twist the knife" in peoples back.

FRS Bran Keopuhiwa filed an "Violence in the Workplace" suit against me, ten months after the so called incident had happened. This was in retaliation for me filing a case against his friend FRS Chad Chun-Fat.

Again, I don't need to work with an individual who is vindictive, impedes on the day-to-day routines.



Todd M Vincent  
 Captain  
 Waiakea "A", 1<sup>st</sup> Battalion



**HAWAII FIRE DEPARTMENT . COUNTY OF HAWAII .**  
**HILO, HAWAII 96720**

DATE April 23, 2018

**Memorandum**

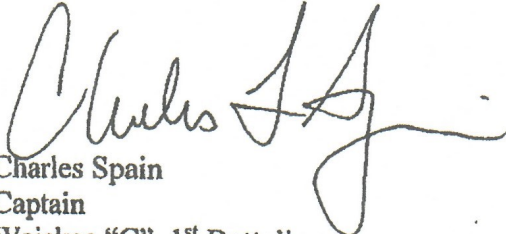
TO : DARREN J. ROSARIO, FIRE CHIEF

VIA : RENWICK VICTORINO, DEPUTY FIRE CHIEF *4/23/18*  
 AFC GANTRY ANDRADE, OPERATIONS DIVISION *4/23/18*  
 BC MICHAEL HAYASHIDA, "C" PLATOON, 1<sup>st</sup> BATTALION *ML* **APR 23 2018**

FROM : CAPTAIN CHARLES SPAIN, WAIAKEA "C", 1<sup>st</sup> BATTALION

SUBJECT : REASON FRS B. KEOPUHIWA IS NOT PERMITTED TO WORK ON "C" SHIFT AT WAIAKEA STATION

FRS Keopuhiwa is not permitted to work on C shift at Waiakea station due to his accusations, malicious acts and behavior towards myself and others on my crew. His constant threats and harassing behavior coupled with the vindictive actions and comments are a constant distraction and impediment to the daily operational effectiveness of our rescue team.

  
 Charles Spain  
 Captain  
 Waiakea "C", 1<sup>st</sup> Battalion

*No Captain's signature as  
 this is was redone in BCI  
 office 4/23/18 @ 0750  
 because in correct initial  
 memo which included all  
 3 (CC, BK, JW) on one memo.*

*4/23/18  
 will await  
 the resubmit to J. from  
 forms with signatures  
 F. 2  
 Received Signature  
 F. 2*

*64*



**VIOLENCE IN THE WORKPLACE INCIDENT REPORT****Date/Time of Incident:** Monday July 25, 2016**Date/Time Reported:** Monday May 22, 2017**Reported To:** Wil Okabe**Reported By:** FRS B. Keopuhiwa**Telephone No.:** \_\_\_\_\_**Telephone No.:** 8082175656**Location of Incident:** 95 Keaa St, Hilo HI**Type of Incident:** Verbal Threat/ Intimidation/ Retaliation**Perpetrator(s):** Capt. Todd Vincent**Victim(s):** FRS Bran Keopuhiwa, FRS Chad Chun Fat**Description of Perpetrator(s) (If name(s) unknown):** \_\_\_\_\_**Witnesses:** (List names, addresses, and telephone numbers)

Captain M. Kawazoe (8089363771), Riley Young (8089371472), Elijah Medeiros (8082175764)

**Describe the Incident:** (Be specific, i.e. - list what occurred, what was said, what triggered the incident, what each person did, what ended the incident, what happened to the individual(s) after the incident)

On Monday July 25th, I was working as a T/A FEO on Ladder Two. A Shift personnel had gone out that morning on rescue training conducting SCUBA diving operations. Captain Todd Vincent did not go with his crew. That morning we had a meeting with BC Kosaki at administration and when one of the chiefs asked if everybody went, now I feel like I am a hard place. Should I lie for Captain Vincent and try to cover for him, when I know he is committing fraud? I said that Todd was at the Station baby sitting for his kids. Later that day, Captain Todd Vincent came into the kitchen at Waiakea Fire Station (95 Keaa St) visibly upset. We were eating a late lunch, and he stood at the foot of the table and said "So this is how its gonna be hah?". "You guys like rat me out, lemme tell you that shit that happened with kailua not going happen any more." "I like know who ratted me out!" "which one of you fuckas when rat me out?" "Das okay I going call Darren (Chief Rosario) and he going tell me which one of you fuckas went squeal. He was standing, and I was sitting right there on the chalkboard side, near the foot of the table, and I was very much afraid that he was going to blow up. He stormed out of the room and I was left traumatized and could not comprehend what just happened. I did not say anything for fear inciting further actions, and I had just recently suffered through a long and upsetting violent episode with a different co-worker.

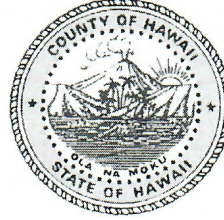
**Actions Taken In Response to the Incident:**

Police/911 Called	Yes/No	Date/Time: _____
Rescue Unit Sent	Yes/No	Approximate Time of Arrival _____
Serious Injuries Involved	Yes/No	Describe _____
Name(s) of Police Officer(s) Responding to Incident _____		

Other \_\_\_\_\_

\_\_\_\_\_

**Report Submitted By:** FRS Bran Keopuhiwa**Telephone No.:** 808 217 5656**Date:** 5/22/17DCS-RE-601  
7/96



County of Hawai'i  
Department of Human Resources

Aupuni Center \* 101 Pauahi Street, Suite 2 \* Hilo, Hawai'i 96720 \* (808) 961-8361 \* Fax (808) 961-8617  
website: <http://hawaiicounty.gov/human-resources> e-mail: [jobs@hawaiicounty.gov](mailto:jobs@hawaiicounty.gov)

April 22, 2019

FRS BRAN N KEOPUHIWA  
PO BOX 271  
PAPAIKOU HI 96781

Re: Step 2 Grievance Response  
Fire Rescue Specialist Bran Keopuhiwa  
Placement

Dear Mr. Keopuhiwa:

This is in response to your Step 2 grievance filed on your own behalf, without Union representation.

The grievance alleges that the Department violated Section 4 – Management Rights, Section 10 – Placement and Transfer, Section 16 – Discipline, Section 19 – Due Process, and Section 20 – Hours of Work, of the Unit 11 Agreement. You contend the violations occurred on or about November 27, 2018 when the Fire Chief issued a Notice of Placement, assigning you to the Kailua Fire Station "C" shift, effective December 1, 2018.

Having reviewed the facts and circumstances of the case, along with the actions taken by the Department, I find no violation of the Unit 11 Agreement. Accordingly, the grievance is denied.

Thank you for the courtesy of extending the timeframe for our Step 2 response.

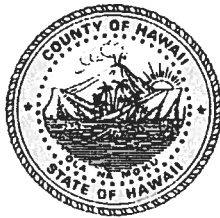
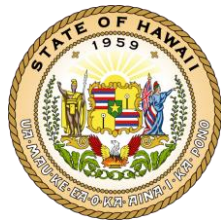
Sincerely,

A handwritten signature in blue ink, appearing to read "William V. Brilhante, Jr.", is written over a horizontal line.

William V. Brilhante, Jr.  
Director

cc: HFD  
HFFA





William V. Brilhante, Jr.

**EFiled: Oct 19 2019 08:58AM HAST**  
**Transaction ID 64333945**  
**Case No. 19-CE-11-930, 19-CU-11-373**

## County of Hawai'i Department of Human Resources

Aupuni Center • 101 Pauahi Street, Suite 2 • Hilo, Hawai'i 96720 • (808) 961-8361 • Fax (808) 961-8617  
 website: <http://hawaiiicounty.gov/human-resources> e-mail: [jobs@hawaiiicounty.gov](mailto:jobs@hawaiiicounty.gov)

April 22, 2019

FRS BRAN N KEOPUHIWA  
 PO BOX 271  
 PAPAIKOU HI 96781

Re: Step 2 Grievance Response  
 Fire Rescue Specialist Bran Keopuhiwa  
 Consideration of Transfer Request

Dear Mr. Keopuhiwa:

This is in response to your Step 2 grievance filed on your own behalf, without Union representation.

The grievance alleges that the Department violated Section 4 – Management Rights, Section 10 – Placement and Transfer, Section 16 – Discipline, Section 19 – Due Process, and Section 20 – Hours of Work, of the Unit 11 Agreement. You contend the violations occurred on or about November 27, 2018 when the Fire Chief issued a Notice of Placement, assigning you to the Kailua Fire Station "C" shift, effective December 1, 2018.

Having reviewed the facts and circumstances of the case, along with the actions taken by the Department, I find no violation of the Unit 11 Agreement. Accordingly, the grievance is denied.

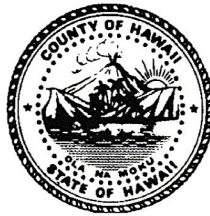
Thank you for the courtesy of extending the timeframe for our Step 2 response.

Sincerely,

William V. Brilhante, Jr.  
 Director

cc: HFD  
 HFFA

Harry Kim  
Mayor



Wil Okabe  
Managing Director

Barbara J. Kossow  
Deputy Managing Director

**County of Hawai'i**  
**Office of the Mayor**

25 Aupuni Street, Suite 2603 • Hilo, Hawai'i 96720 • (808) 961-8211 • Fax (808) 961-6553  
KONA: 74-5044 Ane Keohokālole Hwy., Bldg C • Kailua-Kona, Hawai'i 96740  
(808) 323-4444 • Fax (808) 323-4440

January 7, 2019

Mr. Bran N. Keopuhiwa  
P.O. Box 271  
Pāpa'ikou, Hawai'i

Re: Internal Complaint – Bran Keopuhiwa

Dear Bran,

We received your Internal Complaint on December 28, 2018.

Upon review of your complaint, we find that you have not complied with the internal complaint procedures of the County of Hawai'i because you failed to file a complaint at Step 1 to the appointing authority, the Fire Chief. We further find that the alleged complaint against the Fire Chief should be covered by grievance procedures within the collective bargaining agreement. Because of your failure to file a complaint at Step 1, you are not entitled to a meeting and your requests for remedies are denied.

Sincerely,

Wil Okabe  
Managing Director

**VIOLENCE IN THE WORKPLACE INCIDENT REPORT****Date/Time of Incident:** 3/1/17 at approximately 1200**Date/Time Reported:** 5/22/2017 at 1630**Reported To:** Will Okabe**Reported By:** FRS B. Keopuhiwa**Telephone No.:** \_\_\_\_\_**Telephone No.:** 808 217 5656**Location of Incident:** 95 Keaa Street, Hilo Hi**Type of Incident:** Verbal threat of physical violence and intimidation**Perpetrator(s):** Captain Charles Spain**Victim(s):** FEO J. Wilson, FRS C. Chun Fat, FRS B. Keopuhiwa**Description of Perpetrator(s) (If name(s) unknown):** \_\_\_\_\_**Witnesses: (List names, addresses, and telephone numbers)**

FEO James Wilson (8088961682), FRS Chad Chun Fat (8089360461), FRS Jason Robello (8084304610).

**Describe the Incident: (Be specific, i.e. - list what occurred, what was said, what triggered the incident, what each person did, what ended the incident, what happened to the individual(s) after the incident)**

On March 1st, I was on duty, as a Fire Rescue Specialist at Waiakea Fire Station. I was asked to go into the kitchen to discuss the station dues with Captain Charles Spain. Captain Spain, had been my commanding officer previously and had recently been arrested for DUI and I am not sure that he was at our station legally. Captain Spain started off the meeting by saying "you guys gotta stop sitting around and pumping yourselves up" then he said "the shit talking gotta stop" followed by "what the problem was? Why we no like pay the station dues? been the same amount for years and now you guys no like pay". I explained that I no longer hang out in the kitchen all day and would rather not watch the television, and therefore I don't feel like its my responsibility to pay for something that I don't use. Captain Spain got upset and started speaking very loudly saying that "nothing changed, and that we should just pay the dues". He was raising his voice and getting agitated. I am not sure what he said, but he was directing his voice to my driver James Wilson. James asked him not to raise his voice, and to not talk to him like he is a child. Captain Spain stood up and shouted "Why, what the fuck you gonna do about it?" I felt like the situation was getting out of control, and having been through a similar situation with Captain Spain, I could not believe that this was happening again. James stood up and was asking Captain Spain to stop yelling at him. James said he felt like he was being strong armed into paying and that wasn't right. Captain Spain walked toward James and I thought they were going to escalate, they exchanged some words, and at that point Captain Brent Matsuda walked in. The meeting fizzled out and we left the kitchen.

**Actions Taken In Response to the Incident:**

Police/911 Called	Yes/No	Date/Time: _____
Rescue Unit Sent	Yes/No	Approximate Time of Arrival _____
Serious Injuries Involved	Yes/No	Describe _____
Name(s) of Police Officer(s) Responding to Incident _____		

Other \_\_\_\_\_

\_\_\_\_\_

**Report Submitted By:** Bran Keopuhiwa**Telephone No.:** 8082175656**Date:** 5/22/17DCS-RE-601  
7/96



**HAWAII FIRE DEPARTMENT . COUNTY OF HAWAII .**  
**HILO, HAWAII 96720**

DATE September 7, 2017

**Memorandum**

TO : DARREN J. ROSARIO, FIRE CHIEF

VIA : RENWICK J. VICTORINO, DEPUTY FIRE CHIEF *9/18/17*  
 AFC GANTRY ANDRADE, OPERATIONS DIVISION *9/10/17*  
 BC MICHAEL HAYASHIDA, "C" PLATOON, 1<sup>ST</sup> BATTALION *SEP 10 2017*

FROM : CAPTAIN CHARLES SPAIN, WAIAKEA "C", 1<sup>ST</sup> BATTALION

SUBJECT: VIOLATION OF SEC. 3 GENERAL CONDUCT AND SEC. 19 CLASS E RULES, OF THE DEPARTMENTS RULES AND REGULATIONS.

Sec. 3 General Conduct states: No member shall publicly criticize or ridicule the department, its policies, or the members by verbal, written, or any other manner of expression when such action tends to impair the good order of efficiency of the department, interferes with the ability of the officers to maintain discipline, or is made with reckless disregard for truth or falsity.

Sec. 19 Class E Rules states: No member shall falsify records, make misleading entries or statements with intent to deceive, or willfully mutilate any useful departmental record, book, paper or document.

It has been brought to my attention that statements were made by FRS B. Keopuhiwa about his filing of Violence in The Workplace charges against Captain Vincent and Me.

When FRS Keopuhiwa was asked why he waited so long to file these charges if he truly felt threatened, his response was "making a stabbing and twisting motion and stating that this was his way of getting us back". These remarks were verified in a meeting conducted at Waiakea Fire Station between Myself, Captain Matsuda, AC1 G. Andrade, and BC1C M. Hayashida.

I request an investigation be conducted in these matters. The timeliness and frequency of FRS Keopuhiwa's Violence in The Workplace charges, combined with his admittance to Captain Matsuda, compel me to believe that FRS Keopuhiwa has used the Violence in The Workplace policy with malicious intent to deceive, and with reckless disregard for truth or falsity against Captain Vincent and Me.

**Harry Kim**  
Mayor



**Darren J. Rosario**  
Fire Chief

**Renwick J. Victorino**  
Deputy Fire Chief

**County of Hawai'i**  
**HAWAI'I FIRE DEPARTMENT**  
25 Aupuni Street • Suite 2501 • Hilo, Hawai'i 96720  
(808) 932-2900 • Fax (808) 932-2928

January 31, 2018

**CERTIFIED MAIL**

Fire Rescue Specialist Bran N. Keopuhiwa  
P. O. Box 271  
Papaikou, HI 96781

Dear Fire Rescue Specialist Keopuhiwa:

This is a follow-up to our letter dated September 22, 2017 regarding the administrative investigation about your demeanor and comment when responding to a question on or about September 7, 2017 at the Waiakea Fire Station. The question pertained to the timeliness of the Violence in the Workplace Reports that you previously filed against Captain Charles Spain and Captain Todd Vincent for two separate incidents.

You are scheduled for an interview on Wednesday, February 7, 2018 at 0800 hours in the Hawai'i Fire Department Administration Office.

Sincerely,

for **DARREN J. ROSARIO**  
Fire Chief

DJR:jv

cc: Assistant Fire Chief Gantry Andrade  
Battalion Chief Matthias Kusch  
Robert H. Lee, President, HFFA  
Richard Fong, HFFA Representative

*called DAISY @ 1017 - HFFA OFFICE  
REQUESTED REP FROM HONOLULU*



*Hawai'i County is an Equal Opportunity Provider and Employer.*

Harry Kim  
Mayor



Darren J. Rosario  
Fire Chief

Renwick J. Victorino  
Deputy Fire Chief

**County of Hawai'i**  
**HAWAII FIRE DEPARTMENT**

25 Aupuni Street • Suite 2501 • Hilo, Hawai'i 96720  
(808) 932-2900 • Fax (808) 932-2928

September 22, 2017

**CERTIFIED MAIL**

Fire Rescue Specialist Bran N. Keopuhiwa  
P.O. Box 271  
Papaikou, HI 96781

Dear Fire Rescue Specialist Keopuhiwa:

**RE: INVESTIGATION INTERVIEW**

This letter is to inform you that we will be conducting an administrative investigation regarding allegations about your demeanor and comment when responding to a question on or about September 7, 2017 at the Waiakea Fire Station. The question pertained to the timeliness of the Violence in the Workplace Reports that you previously filed against Captain Charles Spain and Captain Todd Vincent for two separate incidents. An investigator will be contacting you for an interview to provide you the opportunity to respond to the allegations.

Please do not discuss this matter with anyone as it is confidential. Any discussion about the aforementioned will be viewed as interfering with the administrative investigation. We also expect your full cooperation with the investigator(s) so that the administrative investigation can be completed in a timely manner.

Lastly, you have the right to consult with your Union Agent on this matter.

Sincerely,

DARREN J. ROSARIO  
Fire Chief

DJR:ai

cc: Assistant Fire Chief Gantry Andrade  
Battalion Chief Matthias Kusch  
Battalion Chief Michael Hayashida  
James Pacheco, HFFA Division Chairperson



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EXHIBIT B-21.2





**County of Hawai'i**  
**HAWAII FIRE DEPARTMENT**  
25 Aupuni Street • Suite 2501 • Hilo, Hawai'i 96720  
(808) 932-2900 • Fax (808) 932-2928

August 2, 2018

**HAND DELIVERED**

Mr. Bran Keopuhiwa  
Fire Rescue Specialist  
P.O. Box 271  
Papaikou, Hawai'i 96781

Dear Mr. Keopuhiwa:

**Re: INVESTIGATIVE FINDINGS**

My office received a complaint alleging that you violated Section 3 of the General Rules and Section 19 of the Class E Rules of the Department Rules and Regulations when speaking to Fire Captain Brent Matsuda regarding the filing of charges against other personnel.

Assistant Fire Chief Glen Honda was assigned as lead investigator. Subsequently, an investigation was initiated to determine if the allegations made against you were substantiated or unsubstantiated.

Assistant Fire Chief Honda completed the investigation and provided me with the findings of the investigation. His report substantiated that you violated the following Rule and Regulation of the Hawaii Fire Department:

Section 3, General Conduct: "No member shall publically criticize or ridicule the department, its policies, or the members by verbal, written, or any other manner of expression when such action tends to impair the good order or efficiency of the department, interferes with the ability of the Officer to maintain discipline, or is made with reckless regard to truth or falsity."

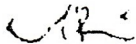


Mr. Bran Keopuhiwa  
August 2, 2018  
Page 2

His report found that it was unsubstantiated that you violated the following Rule and Regulation of the Hawaii Fire Department:

Section 19, Class E Rules: "No member shall falsify records, make misleading entries or statements with the intent to deceive, or willfully mutilate and useful departmental record, book, paper, or document."

A review of the investigative reports was conducted. Having taking all factors of the investigation into consideration, I am directing you to participate in the upcoming mediation process as the corrective action necessary. In accordance with the Collective Bargaining Agreement, section 18, you have the right to grieve this decision.



DARREN J. ROSARIO  
Fire Chief

cc: Robert Lee, HFFA President



choice. Some employers have referred a worker who relapses back to EAP and treatment numerous times, but with each incident have made the decision in the best interest of the organization. Most employees do not want to lose their job. Therefore, strong leverage exists to maintain close communication with the EAP and create a firm agreement with the employee so he or she can follow through with its recommendations. It is this close communication between all parties that helps relapse be less likely.

**Q When supervisors respond to harassment complaints in a work unit, what are some of the classic mistakes they make that cause bigger problems later? It feels accusatory or at least somewhat awkward to mention the EAP as a source of support for the one making the complaint.**

A Common mistake of supervisors investigating harassment complaints is not working closely with their HR advisors or following instructions. Beyond these missteps, allowing one's misconceptions about harassment to interfere with or influence an investigation can contribute to larger problems. An example includes suggesting, even slightly, that some responsibility lies with the victim of the harassment. Another is deciding or suggesting that the complaint is not that serious if a long delay exists between the date of the incident and its first report. Another is making a judgment that the incident is not serious, or making a statement about how serious it appears. Showing a lack of empathy or not appreciating that victims of harassment may feel powerless and traumatized are common blunders. Remember that employees victimized by any trauma can benefit from a confidential and empathetic listener. This role belongs to your EAP, so a supervisor's suggestion to use the EAP is completely appropriate.

**Q My employee has been coming to work late. I finally sat down to confront him. He opened up about the problems he is facing at home. He wants leave without pay (LWOP) for a week to deal with these problems. I don't mind authorizing the leave, but should I ask him to visit the EAP too?**

A The seriousness of the attendance problems makes a Formal Supervisor Referral to the EAP appropriate as the first step. Call the EAP to discuss the attendance pattern or share documentation to allow a more thorough assessment. The assessment could discover that the problems he has shared with you are not primary, but symptoms of larger issues that should be resolved before attendance issues will stop. Taking time off without pay might only make home matters worse; but can sometimes be a needed accommodation recommended in conjunction with the EAP. (Note that the EAP cannot tell you to approve or disapprove LWOP.) The limited release in the Supervisor Referral will allow the EAP to share essential basic information, without details, necessary for you to manage your employee's productivity and attendance issues. On a side note, this scenario with your employee is a good example of how easy it can be to accept what you are hearing at face value from a troubled employee without knowing it will resolve the problem. Consider waiting to hear what the EAP recommends.

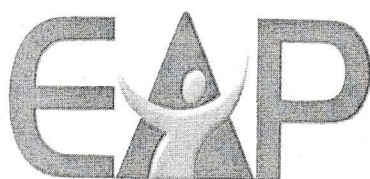
*'A'ohe hana nui ke alu 'ia.*

**No task is too big  
when done together by all.**

*Mary Kawena Pukui*

*Lōkahi seeks the harmony of bringing people to agreement. It is the value of cooperation, collaboration, and unity... Lōkahi gives us a demeanor to strive for in working with our peers in the best possible way... With Lōkahi we can achieve more by working together in harmony with others.*

*Rosa Say, Managing With Aloha*



**Employee Assistance of the Pacific**

1221 Kapiolani Blvd., Suite 730 Honolulu, HI 96814

[www.EAPacific.com](http://www.EAPacific.com)

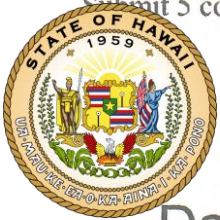
**(808) 597-8222**

Toll-Free (877) 597-8222

FrontLine Supervisor is for general informational purposes only and is not intended to be specific guidance for any particular supervisor or human resource management concern. For specific guidance on handling individual employee problems, consult with your EA professional by calling (808) 597-8222 or toll-free (877) 597-8222.

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LABOR AGREEMENT GRIEVANCE FORM

Unit 11 – Firefighters  
Step I

EFiled: Oct 19 2019 08:58AM HAST  
Transaction ID 64333945  
Case No. 19-CE-11-930, 19-CU-11-373

TO: **Darren Rosario**  
(Division Head)

**Chief**  
(Position Title)

**Fire**  
(Department)

FROM: **Bran Keopuhiwa**  
(Name of Grievant)

**Rescue Specialist**  
(Position Title)

**Fire**  
(Department)

PART I.

In accordance with the grievance procedure contained in the Firefighters' Agreement, a formal grievance is hereby submitted. I attempted to resolve this grievance through the informal stage on \_\_\_\_\_ (date) with \_\_\_\_\_ (Department).

A. STATEMENT OF GRIEVANCE (type an X in the appropriate selection):

1. ☒ Date of alleged violation: **11-27-18**  
Date

☐ If alleged violation is continuous, date first became known: \_\_\_\_\_  
Date

2. Section or provision of the agreement allegedly violated: **4, 10, 16, 19, 20**

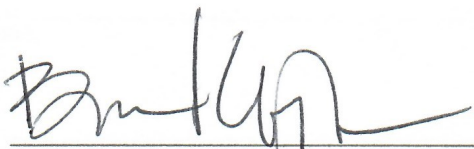
3. Nature of complaint. (Dates, facts, circumstances, etc.)

I feel that I am being retaliated against by members of the Hawaii County Fire Department. On November 27, 2018, Chief Rosario notified me by letter, that I was being permanently transferred from Waiakea Fire Station B shift, to Kailua Fire Station C shift. This transfer had an effective date of December 1, 2018. Chief Rosario violated Section 20- Hours of Work, by not giving the Union thirty days notice prior to changing my work schedule. Section 10- Placement and Transfer, by transferring me as a disciplinary measure. Chief Rosario states that this is not a disciplinary action, then he contradicts himself immediately in the notice. Section 19- Due Process, by stating that I was subject to corrective action(s) without being notified of any possible violations or misconduct. Section 16- Discipline- by taking corrective action(s) without just and proper cause. Section 4- Management Rights, by abusing those rights with punitive action.

B. REMEDY SOUGHT:

Open for negotiation.

\_\_\_\_\_  
(Signature of Union Representative, if applicable)

  
\_\_\_\_\_  
(Signature of Grievant)

DATE: \_\_\_\_\_

DATE: **12-14-18**



False Cracker <phalsecracker@gmail.com>

---

**Fw: Retaliation**

1 message

---

**Keopuhiwa, Bran** <Bran.Keopuhiwa@hawaiicounty.gov>  
To: "keopuhiwb001@hawaii.rr.com" <keopuhiwb001@hawaii.rr.com>

Wed, Jan 16, 2019 at 11:10 AM

---

**From:** Keopuhiwa, Bran  
**Sent:** Friday, January 11, 2019 12:59 PM  
**To:** Fong, Richard; Higashi, Ivan; Robert Lee; Colin Wilson 1  
**Cc:** Kamelamela, Joe; Hew Len Lee, Joelle; Ferreira, Cathy  
**Subject:** Retaliation

Good afternoon Bobby, exactly what section of the HFFA collective bargaining agreement covers retaliation by Hawaii County Employees against Hawaii County Firefighters ?

Thank you in advance, FRS Bran Keopuhiwa

Get [Outlook for Android](#)

2018 DEC 19 AM 9:39

COUNTY OF HAWAII  
INTERNAL COMPLAINT FORM

Complainant Name (Last, First, Middle Initial) <b>Keopuhiwa, Bran, N.</b>	Employee <input checked="" type="checkbox"/> Member of the Public <input type="checkbox"/>
County Employment Information, if Applicable (Position Title, Department, Division) <b>Fire Rescue Specialist, Fire, Kailua Fire Station</b>	
Mailing Address (Street, City, State, Zip) <b>PO Box 271, Papaikou, HI 96781</b>	

☐ Pursuant to the County of Hawai'i's Internal Complaint Procedures, a formal complaint is hereby submitted. I attempted to resolve this complaint through the informal stage of the procedure on \_\_\_\_\_ with \_\_\_\_\_  
Date

☒ I did not attempt to resolve this complaint informally, because:

**Fear of retaliation by superiors and co-workers.**

A. Statement of Complaint

1. Date of action or incident giving rise to this complaint: **November 27, 2018**

2. Law, Rule, Regulation, Policy or Procedure allegedly violated: (listed below)

**See attached.**

3. Nature of complaint: (provide an explanation of the complaint – attach additional sheets as necessary)

**See attached.**

B. Remedy Sought (Indicate below)

**Transfer back to Waiakea Fire Station, or a similar negotiable outcome.**

C. Certification

I certify that the above information is true and accurate.

  
Signature of Complainant

**12-18-18**  
Date



COUNTY OF HAWAII  
INTERNAL COMPLAINT FORM

Complainant Name (Last, First, Middle Initial)

Keopuhiwa, Bran, N.

Employee ☒Member of the Public ☐

County Employment Information, if Applicable (Position Title, Department, Division)

Fire Rescue Specialist, Fire, Kailua Fire Station

Mailing Address (Street, City, State, Zip)

PO Box 271, Papaikou, HI 96781

☐ Pursuant to the County of Hawai'i's Internal Complaint Procedures, a formal complaint is hereby submitted. I attempted to resolve this complaint through the informal stage of the procedure on \_\_\_\_\_ with \_\_\_\_\_

Date

☒ I did not attempt to resolve this complaint informally, because:

Fear of retaliation by superiors and co-workers.

## A. Statement of Complaint

1. Date of action or incident giving rise to this complaint: November 27, 2018

2. Law, Rule, Regulation, Policy or Procedure allegedly violated: (listed below)

See attached.

3. Nature of complaint: (provide an explanation of the complaint – attach additional sheets as necessary)

See attached.

## B. Remedy Sought (Indicate below)

Transfer back to Waiakea Fire Station, or a similar negotiable outcome.

## C. Certification

I certify that the above information is true and accurate.

  
Signature of Complainant

12-18-18  
Date

*Hawai'i County is an Equal Opportunity Provider and Employer*

EXHIBIT B-25.1

2018 DEC 19 PM 9 29

OFFICE OF THE MAYOR  
COUNTY OF HAWAII

- REC'D BY RECEIPT UNIT &amp; MAYOR'S OFFICE

COUNTY OF HAWAII  
INTERNAL COMPLAINT FORM

Complainant Name (Last, First, Middle Initial) <b>Keopuhiwa, Bran, N.</b>	Employee <input checked="" type="checkbox"/> Member of the Public <input type="checkbox"/>
County Employment Information, if Applicable (Position Title, Department, Division) <b>Fire Rescue Specialist, Fire, Kailua Fire Station</b>	
Mailing Address (Street, City, State, Zip) <b>PO Box 271, Papaikou, HI 96781</b>	

☐ Pursuant to the County of Hawaii's Internal Complaint Procedures, a formal complaint is hereby submitted. I attempted to resolve this complaint through the informal stage of the procedure on \_\_\_\_\_ with \_\_\_\_\_  
Date

☒ I did not attempt to resolve this complaint informally, because:

This information has only recently become known to me.

## A. Statement of Complaint

1. Date of action or incident giving rise to this complaint: Monday December 24, 2018

2. Law, Rule, Regulation, Policy or Procedure allegedly violated: (listed below)

**County of Hawaii Violence in the Workplace Policy.**

3. Nature of complaint: (provide an explanation of the complaint – attach additional sheets as necessary) Chief Darren Rosario continues to retaliate against me for reporting his friends for violent conduct. Chief Rosario has transferred me from my duty station because of two different incident reports I filed in 2017, regarding two of his friends, who are officers at my previous duty station (Waiakea Fire Station). This is forbidden by the Violence in the Workplace Policy- "There shall be no retaliation or harrasment against an employee for reporting real or implied violent behavior or harrasment in the workplace."

## B. Remedy Sought (Indicate below)

1. Immediate return to duty at Waiakea Fire Station. 2. Corrective action and education for all officers involved.  
3. Monetary compensation. 4. Public apology. 5. Protection from any further retaliation and harrasment.

## C. Certification

I certify that the above information is true and accurate.

  
Signature of Complainant

12-28-18  
Date

*Hawaii's County is an Equal Opportunity Provider and Employer*

RECEIVED  
HAWAII FIRE DEPT  
2018 DEC 28 PM 12:08



**HAWAII FIRE DEPARTMENT  
INTRA-DEPARTMENTAL TRANSFER REQUEST**

37

REV:120618

KEOPUHIWA, BRAN, N

08-03-03

**EMPLOYEE**

2018 DEC 23 AM 8 23  
JAN 02 2019

**DATE OF HIRE**

FIRE RESCUE SPECIALIST

05-15-09

**RANK**

**PROMOTION DATE**


KAILUA "C"

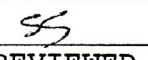
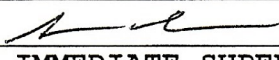
**STATION/PLATOON**

I request a transfer to the Fire Stations indicated below. My preference is in the order listed, and I understand that I can be transferred according to this request:

- |              |                          |
|--------------|--------------------------|
| 1. WAIAKEA B | 5. CENTRAL ANY SHIFT     |
| 2. WAIAKEA C | 6. HAIHAI ANY SHIFT      |
| 3. WAIAKEA A | 7. LAUPAHOEHOE ANY SHIFT |
| 4. KAILUA B  | 8. VOLCANO ANY SHIFT     |

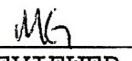
Note: Only a station name is required. If a shift preference is indicated, you will only be considered for that assignment. For assignment to Hazmat or Rescue, attach copies of current certifications to your transfer request.

 **SIGNATURE** 12-24-18 **DATE SUBMITTED**

 **REVIEWED**  **IMMEDIATE SUPERVISOR**


**DATE**

**COMMENTS:**

 **REVIEWED** 362B Michael Grace **BATTALION CHIEF**


**DATE**

**COMMENTS:**

 **REVIEWED** AC-1 Darwin Okinaka **ASSISTANT FIRE CHIEF**


**DATE**

**COMMENTS:**

 **REVIEWED** JAN 02 2019 Lance S. Uchida **DEPUTY FIRE CHIEF**

**DATE**

**COMMENTS:**

 **REVIEWED** JAN 02 2019 Darren J. Rosario **FIRE CHIEF**

**DATE**

**COMMENTS:**

THIS REQUEST WILL EXPIRE AT THE END OF THE CALENDAR YEAR AND WILL BE CONSIDERED NULL AND VOID AFTER ANY PROMOTION OR TRANSFER. IF YOU SHOULD DECIDE TO RESCIND THIS REQUEST, PLEASE SUBMIT YOUR INTENTION IN WRITING AND YOUR NAME WILL BE REMOVED FROM THE ACTIVE TRANSFER LIST. IF YOU WISH TO MAKE ANY CHANGES TO YOUR REQUEST YOU MUST SUBMIT A NEW REQUEST.

**THIS REQUEST EXPIRES: 12/31/2019**

FOR FIRE ADMINISTRATION USE

DATE RECEIVED: \_\_\_\_\_ DISPOSITION: \_\_\_\_\_

JAN 02 2019

EXHIBIT B-27

Informal Step Grievance Meeting – FRS B. Keopuhiwa  
1/23/19 @ 0900hrs

Email received on 1/22/19

Good morning Chief Uchida, I would like to request an informal step grievance meeting to discuss why I was not transferred on the latest round of movements. Thank you for your time and assistance, I look forward to hearing from you.

Mahalo, FRS Bran Keopuhiwa

Response:

- We did receive and consider your transfer request.
- After careful consideration and at the present time, the Chief determined not to honor your transfer request to Sta – 2. This decision was made with consideration of what's best for the Department, its operational efficiencies, and the personnel involved.
- Your request to transfer to Kailua B platoon was also considered. It was also determined that at the present time; out the best interest of all parties involved, the Department and for operational efficiencies to keep you and FRS Chun Fat on separate platoons.
- You have the right to grieve this decision.



1/23/19

**HAWAII FIRE DEPARTMENT . COUNTY OF HAWAII .**  
**HILO, HAWAII 96720**

**DATE** January 24, 2019

**Memorandum**

**TO :** DARREN J. ROSARIO, FIRE CHIEF

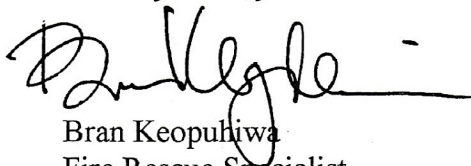
**VIA :** LANCE UCHIDA, DEPUTY FIRE CHIEF  
AFC DARWIN OKINAKA, OPERATIONS

**FROM :** BRAN KEOPUHIWA, FIRE RESCUE SPECIALIST, KAILUA "C"

**SUBJECT: INFORMAL STEP MEETING RE: INTERNAL COMPLAINT**

Chief Rosario, in accordance with the Hawaii County Department of Human Resources Internal Complaint Procedures, I would like to request an Informal Step meeting to discuss why my recent transfer request was denied. I feel I am being retaliated against, and this is further evidence of that retaliation. I appreciate your time and assistance and look forward to hearing from you.

Thank you for your consideration.



Bran Keopuhiwa  
Fire Rescue Specialist  
Kailua Fire Station "C"

RECEIVED  
JAN 24 AM 8:15  
STEP

EXHIBIT B-28.1

COUNTY OF HAWAII  
INTERNAL COMPLAINT FORM

Complainant Name (Last, First, Middle Initial) <b>Keopuhiwa, Bran, N.</b>	Employee <input checked="" type="checkbox"/> Member of the Public <input type="checkbox"/>
County Employment Information, if Applicable (Position Title, Department, Division) <b>Fire Rescue Specialist, Fire, Kailua Fire Station</b>	
Mailing Address (Street, City, State, Zip) <b>PO Box 271, Papaikou, HI 96781</b>	

☒ Pursuant to the County of Hawaii's Internal Complaint Procedures, a formal complaint is hereby submitted. I attempted to resolve this complaint through the informal stage of the procedure on JAN 24, 2019 with CHIEF DARREN ROSARIO.  
Date

☐ I did not attempt to resolve this complaint informally, because:

## A. Statement of Complaint

1. Date of action or incident giving rise to this complaint: January 23, 2019

2. Law, Rule, Regulation, Policy or Procedure allegedly violated: (listed below)

**County of Hawaii Violence in the Workplace Policy, Section on retaliation.**

3. Nature of complaint: (provide an explanation of the complaint – attach additional sheets as necessary)

**On January 23, 2019 I was told that my transfer request was denied, I believe as further evidence of retaliation for filing two separate Violence in the workplace reports in 2017.**

## B. Remedy Sought (Indicate below)

**Transfer back to Waiakea Fire Station, or a similar negotiable outcome.**

## C. Certification

I certify that the above information is true and accurate.

  
Signature of Complainant

1-31-19  
Date

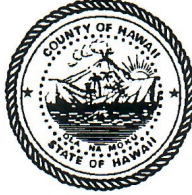
*Hawaii County is an Equal Opportunity Provider and Employer*

EXHIBIT B-29

2019 JAN 31 AM 8:54

HAWAII COUNTY  
PROPERTY  
DEPT





**County of Hawai'i**  
**HAWAII FIRE DEPARTMENT**  
25 Aupuni Street • Suite 2501 • Hilo, Hawai'i 96720  
(808) 932-2900 • Fax (808) 932-2928

February 4, 2019

**CERTIFIED MAIL**

Fire Rescue Specialist Bran N. Keopuhiwa  
P.O. Box 271  
Papaikou, HI 96781

Dear Fire Rescue Specialist Keopuhiwa:

**RE: FIRE RESCUE SPECIALIST BRAN KEOPUHIWA GRIEVANCE REGARDING  
PLACEMENT**

This is in response to the Step 1 Grievance filed on your (Fire Rescue Specialist Bran Keopuhiwa, Hawaii Fire Department) personal behalf. A Step 1 Grievance meeting was held on January 28, 2019 at the HFD Administration Conference Room. In attendance were Fire Chief Darren Rosario, Grievant Fire Rescue Specialist Bran Keopuhiwa, Deputy Fire Chief Lance Uchida, Assistant Fire Chief Darwin Okinaka, Human Resources Specialist I Jean Viernes, HFFA Division Chairman Charles Spain, and HFFA Board Member Ivan Higashi.

The grievance alleged that the Department violated Sections 4, 10, 16, 19, and 20 of the Unit 11 Agreement. The grievant contended that these violations occurred when the Department placed the Grievant to the Kailua Fire Station from his regular assignment at the Waiakea Fire Station.

During the Step 1 Grievance Hearing, the matter was discussed and the Grievant was provided the opportunity to provide evidence regarding the alleged violation.

1. Section 4: The Grievant contended that the employer violated this section as an abuse of the Fire Chief's power. The Grievant contends that his placement to the Kailua Fire Station was a transfer under disciplinary action. The Grievant further contended that the alleged violations of Sections 10, 16, 19, and 20 shows that Section 4 was violated. Section 4 affords that "The Employer reserves and retains, solely, and exclusively, all rights, authority and prerogatives, including the rights of management to manage, control and direct its Employees and operations except as specifically abridged or modified by this Agreement." The Grievant did not provide any evidence that supported his contention that Section 4 was violated. As allowed, The Fire Chief placed the Grievant for the good of the order of the department.



Fire Rescue Specialist Bran N. Keopuhiwa

February 4, 2019

Page 2

2. Section 10: The Grievant maintains that he was transferred for disciplinary reasons. The Grievant was provided the opportunity to provide to the Fire Chief any evidence that his placement was a form of discipline. The Grievant did not provide any documentation or testimony that supported his claim. Documentation provided to the Grievant prior to the hearing included the placement order, written statements from the Officers of the Waiakea Fire Station both prior to counseling and mediation and following the mediation, and the letter from the Kuikahi Mediation Center. The Employer placed the Grievant to the Kailua Fire Station. The Grievant is ranked as a Fire Rescue Specialist. The only other worksite for a Fire Rescue Specialist, other than the Waiakea Fire Station, is the Kailua Fire Station.
3. Section 16: The Grievant contends that the Employer violated Section 16 by disciplining the Grievant. The Employer maintains that the placement was not discipline.
4. Section 19: The Grievant contends that the Employer violated Section 19 by disciplining him. The Employer maintains that the placement was not discipline.
5. Section 20: The Grievant contended that the Employer violated Section 20 when he was assigned to a different platoon. The Grievant stated that he had communicated with the BU 11 President and was advised that there were no violation. The Grievant still contended that the Employer violated Section 20. The Employer did not violate Section 20 as the Grievants hours of work did not change as specified in Section 20.

I have considered the facts and circumstances of this case along with the statements the Grievant made during the Step 1 grievance meeting. Having considered the complaint and the evidence presented, it is the decision that the department did not violate Sections 8, 10, 14, and 22. Accordingly, the grievance is denied.

Sincerely,



DARREN J. ROSARIO

Fire Chief

cc: Deputy Fire Chief Lance Uchida  
 Assistant Fire Chief Darwin Okinaka  
 Robert Lee, President, HFFA  
 William Brilhante, Director of Human Resources  
 Wil Okabe, Managing Director





**County of Hawai'i**  
**HAWAII FIRE DEPARTMENT**  
25 Aupuni Street • Suite 2501 • Hilo, Hawai'i 96720  
(808) 932-2900 • Fax (808) 932-2928

February 15, 2019

**CERTIFIED MAIL**

Fire Rescue Specialist Bran N. Keopuhiwa  
P.O. Box 271  
Papaikou, HI 96781

Dear Fire Rescue Specialist Keopuhiwa:

**RE: FIRE RESCUE SPECIALIST BRAN KEOPUHIWA GRIEVANCE REGARDING  
TRANSFER REQUEST**

This is in response to the Step 1 Grievance filed on your (Fire Rescue Specialist Bran Keopuhiwa, Hawaii Fire Department) personal behalf. A Step 1 Grievance meeting was held on February 11, 2019 at the HFD Administration Conference Room. In attendance were Fire Chief Darren Rosario, Grievant Fire Rescue Specialist Bran Keopuhiwa, Assistant Fire Chief Darwin Okinaka, Human Resources Specialist I Jean Viernes, and HFFA Division Chairman Charles Spain.

The grievance alleged that the Department violated Sections 4, 10, 16, and 19 of the Unit 11 Agreement. The Grievant contended that these violations occurred when the Department did not transfer him as requested on his transfer request.

During the Step 1 Grievance Hearing, the matter was discussed and the Grievant was provided the opportunity to provide evidence regarding the alleged violation.

1. Section 4: Section 4 affords that "The Employer reserves and retains, solely and exclusively, all rights, authority and prerogatives, including the rights of management to manage, control and direct its Employees and operations except as specifically abridged or modified by this Agreement." The Grievant did not provide any evidence that supported his contention that Section 4 was violated. As allowed in Section 10 of the BU 11 Contract, the Department considered the Grievant's transfer request.



*Hawai'i County is an Equal Opportunity Provider and Employer.*

Fire Rescue Specialist Bran N. Keopuhiwa  
February 15, 2019  
Page 2

2. Section 10: The Grievant alleged that by not honoring his transfer request, the Department violated this section. The Grievant was provided the opportunity to provide to the Fire Chief any evidence that the BU 11 contract requires the employer to transfer an employee as requested. The Grievant did not provide any documentation or testimony that supported his claim. The employer provided the Grievant with the applicable reasons that his transfer request was not approved.
3. Section 16: The Grievant contends that the employer violated Section 16 by disciplining the Grievant. The Grievant did not provide any evidence that he was disciplined. The employer maintains that the Grievant was not disciplined.
4. Section 19: The Grievant contends that the employer violated Section 19 by disciplining him. The Grievant did not provide any evidence that he was disciplined. The employer maintains that the placement was not discipline.

I have considered the facts and circumstances of this case along with the statements the Grievant made during the Step 1 grievance meeting. Having considered the complaint and the evidence presented, there is no violation. Accordingly, the grievance is denied. You have the right to appeal this decision to the employer in accordance to the BU 11 contract.

Sincerely,



DARREN J. ROSARIO  
Fire Chief

cc: Deputy Fire Chief Lance Uchida  
Assistant Fire Chief Darwin Okinaka  
Robert Lee, President, HFFA  
William Brilhante, Director of Human Resources  
Wil Okabe, Managing Director





Harry Kim  
Mayor



Darren J. Rosario  
Fire Chief

EFiled: Oct 19 2019 08:58 AM HAST  
Transaction ID 64333945  
Case No. 19-CE-11-930, 19-CU-11-873

**County of Hawaii I**  
**HAWAI'I FIRE DEPARTMENT**  
25 Aupuni Street • Suite 2501 • Hilo, Hawai'i 96720  
(808) 932-2900 • Fax (808) 932-2928

December 24, 2018

Mr. Robert Lee, President  
Hawai'i Fire Fighters Association  
1018 Palm Drive  
Honolulu, Hawai'i 96814

**RE: STEP 1 GRIEVANCE FOR FIRE RESCUE SPECIALIST CHADWICK CHUN FAT  
AND FIRE RESCUE SPECIALIST BRAN KEOPUHIWA**

Aloha President Lee,

This letter is in response to the separate Step 1 grievances filed by Fire Rescue Specialist Chadwick Chun Fat and Fire Rescue Specialist Bran Keopuhiwa that I received January 14, 2018.

Both grievances allege that the Department violated Sections 4, 10, 16, 19, and 20. Both grievances contend that the violations occurred when the department placed the employees into positions at the Kailua Fire Station.

I am available January 17, 18, 21, 22, 23, 29, 30, and 31. I will hear from each grievant separately. Please let me know the availability of your representative to present the grievance. One grievance can be held in the morning while the second grievance can be heard in the afternoon to accommodate any out of town representative.

I would like to recommend that the HFFA Representative be someone other than Division Chairman Charles Spain as he is a party in the counseling and mediation conducted.

Please do not hesitate to contact me if you have any questions at 932-2900.

Mahalo,

DARREN J. ROSARIO  
Fire Chief

cc: FRS Chadwick Chun Fat, FRS Bran Keopuhiwa  
F2/AC1/HR/DHR/W. Okabe



*Hawai'i County is an Equal Opportunity Provider and Employer.*

Harry Kim  
Mayor



Darren J. Rosario  
Fire Chief

Renwick J. Victorino  
Deputy Fire Chief

**County of Hawai'i**  
**HAWAII FIRE DEPARTMENT**

25 Aupuni Street • Suite 2501 • Hilo, Hawai'i 96720  
(808) 932-2900 • Fax (808) 932-2928

January 19, 2018

Mr. Robert Lee, President  
Hawai'i Fire Fighters Association  
1018 Palm Drive  
Honolulu, Hawai'i 96814

**RE: STEP 1 GRIEVANCE FOR FIRE RESCUE SPECIALIST BRAN KEOPUHIWA**

Aloha President Lee:

This letter is in response to the Step 1 grievance filed on behalf of Fire Rescue Specialist Bran Keopuhiwa that I received on January 19, 2018.

The grievance alleges that the Department violated Section 16: Discipline. The grievance contends that the violations occurred when the department issued a verbal reprimand to the Grievant for disobeying a direct order.

The Step 1 grievance meeting is scheduled as follows:

1. January 29, 2018
2. 1000 hours
3. HFD Fire Administration Conference Room

I would like to recommend that the HFFA Representative be someone other than Division Chairman Charles Spain.

Please do not hesitate to contact me if you have any questions at 932-2900.

Mahalo,

DARREN J. ROSARIO  
Fire Chief

cc: FRS Bran Keopuhiwa  
F2  
AC1  
BC Kusch



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**County of Hawai'i**  
**HAWAI'I FIRE DEPARTMENT**  
25 Aupuni Street • Suite 2501 • Hilo, Hawai'i 96720  
(808) 932-2900 • Fax (808) 932-2928

December 21, 2018

**CERTIFIED MAIL**

Fire Rescue Specialist Bran N. Keopuhiwa  
P.O. Box 271  
Papaikou, HI 96781

Dear Fire Rescue Specialist Keopuhiwa:

**Re: COUNTY OF HAWAI INTERNAL COMPLAINT SUBMITTAL**

On December 21, 2018, I received your County of Hawaii Internal Complaint regarding your placement to the Kailua Fire Station as a Fire Rescue Specialist.

The County of Hawaii's Internal Complaint Procedures, Applicability and Use, Section III, states "*If a complaint involves a matter not within the decision maker's ability to act or is subject to a collective bargaining agreement's grievance procedure, the complainant shall be notified accordingly and the complaint shall be returned to the complainant.*"

Your allegations are subject to the Bargaining Unit 11 Collective Bargaining Agreement (CBA) between the Hawaii Fire Fighters Association (HFFA) and the County of Hawaii (Employer). On December 14, 2018, I received your Labor Agreement Grievance form. Your grievance is being scheduled and you will be notified of the date and time, pursuant to the BU 11 Collective Bargaining Agreement. Thus, in compliance with the County of Hawai'i's Internal Complaint Procedure, I am returning your complaint to you.

Sincerely,

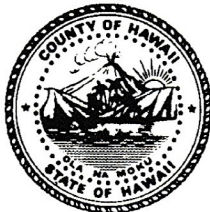
DARREN J. ROSARIO  
Fire Chief

cc: Deputy Fire Chief Lance Uchida  
Assistant Fire Chief Darwin Okinaka  
Robert Lee, President, HFFA  
William Brillhante, Director of Human Resources  
Wil Okabe, Managing Director





Harry Kim  
Mayor



Wil Okabe  
Managing Director

Barbara J. Kossow  
Deputy Managing Director

**County of Hawai'i**  
**Office of the Mayor**

25 Aupuni Street, Suite 2603 • Hilo, Hawai'i 96720 • (808) 961-8211 • Fax (808) 961-6553  
KONA: 74-5044 Ane Keohokālole Hwy., Bldg C • Kailua-Kona, Hawai'i 96740  
(808) 323-4444 • Fax (808) 323-4440

January 7, 2019

Mr. Bran N. Keopuhiwa  
P.O. Box 271  
Pāpa'ikou, Hawai'i

Re: Internal Complaint – Bran Keopuhiwa

Dear Bran,

We received your Internal Complaint on December 28, 2018.

Upon review of your complaint, we find that you have not complied with the internal complaint procedures of the County of Hawai'i because you failed to file a complaint at Step 1 to the appointing authority, the Fire Chief. We further find that the alleged complaint against the Fire Chief should be covered by grievance procedures within the collective bargaining agreement. Because of your failure to file a complaint at Step 1, you are not entitled to a meeting and your requests for remedies are denied.

Sincerely,

Wil Okabe  
Managing Director



2018 DEC 31 PM 12:49

12/31/18

Date received: \_\_\_\_\_

Appeal to the

## Merit Appeals Board

101 Pauahi Street, Suite 2  
Hilo, Hawai'i 96720-4224

Submit original plus eight (8) copies of the form to the above address. Do not email this form.  
Use black ink or a typewriter to complete this form. Use additional pages as necessary.

<p>1. Name, address, and telephone number of the appellant:</p> <p>Bran Keopuhiwa PO Box 271, Papaikou, HI 96781 808-217-5656</p>	<p>2. Name, address, and telephone number of appellant's authorized representative (if any):</p>
<p>Is the appellant a County employee? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>3. Name of the mayor, the director of human resources, or appointing authority or a designee acting on behalf of one of these individuals whose action is being appealed:</p> <p>Office of the Mayor</p>	<p>4. Pursuant to §76-14, this appeal is being filed for an action under the following category (check all applicable):</p> <p><input type="checkbox"/> Recruitment and Examination</p> <p><input type="checkbox"/> Classification or reclassification of a particular position</p> <p><input type="checkbox"/> Initial pricing of class (of work)</p> <p><input checked="" type="checkbox"/> Employment action taken under Chapter 76, HRS (appellant must be a civil service employee excluded from collective bargaining)</p>
<p>5. Date action taken:</p> <p>December 24, 2018</p>	
<p>6. Date notice of action was received by appellant:</p> <p>December 24, 2018</p>	
<p>7. Statement of the legal wrong caused by the action of the mayor, director of human resources, or an appointing authority, or a designee acting on behalf of one of these individuals, or a statement as to how such action has adversely affected or aggrieved the appellant. Include a concise statement of the facts pertinent to this appeal.</p> <p>I am appealing the decision made by the Office of the Mayor not to investigate an internal complaint that I filed against Fire Chief Darren Rosario. Chief Rosario transferred me from Waiakea Fire Station to Kailua Fire Station. He states that it is not a disciplinary action. Because of that statement, it is not a grievable act, hence the internal complaint.</p> <p>I have filed a grievance regarding this matter, however, the Hawaii Fire Fighters Association are hesitant to assist me in my grievance, because their representative on the Big Island is heavily linked to misconduct alleged by myself and other members of the Hawaii County Fire Department.</p> <p>I have been transferred against my will in a retaliatory act. The Collective Bargaining Agreement does not address transfers that are done in this way. My only course of action is via an internal complaint, which the Office of the Mayor has refused to investigate, because they state that this is a Union matter.</p>	



Date received: \_\_\_\_\_



Appeal to the  
**Merit Appeals Board**  
 101 Pauahi Street, Suite 2  
 Hilo, Hawai'i 96720-4224

Submit original plus eight (8) copies of the form to the above address. Do not email this form.  
 Use black ink or a typewriter to complete this form. Use additional pages as necessary.

1. Name, address, and telephone number of the appellant:  Bran Keopuhiwa  PO Box 271, Papaikou, HI 96781  8082175656  Is the appellant a County employee? <input type="checkbox"/> Yes <input type="checkbox"/> No	2. Name, address, and telephone number of appellant's authorized representative (if any):      
3. Name of the mayor, the director of human resources, or appointing authority or a designee acting on behalf of one of these individuals whose action is being appealed:  Chief Darren Rosario	4. Pursuant to § 76-14, this appeal is being filed for an action under the following category (check all applicable):  <input type="checkbox"/> Recruitment and Examination <input type="checkbox"/> Classification or reclassification of a particular position <input type="checkbox"/> Initial pricing of class (of work) <input checked="" type="checkbox"/> Employment action taken under Chapter 76, HRS (appellant must be a civil service employee excluded from collective bargaining)
5. Date action taken: January 9, 2019	
6. Date notice of action was received by appellant: January 14, 2019	
7. Statement of the legal wrong caused by the action of the mayor, director of human resources, or an appointing authority, or a designee acting on behalf of one of these individuals, or a statement as to how such action has adversely affected or aggrieved the appellant. Include a concise statement of the facts pertinent to this appeal.  <p>On January 14, 2019 I received a certified letter from Chief Darren Rosario returning an internal complaint that I filed with his office on December 28, 2018. In that complaint (see attached), I allege that on November 27, 2018 Chief Darren Rosario violated the County of Hawaii Violence in the Workplace policy by retaliating against me for reporting two members of the Hawaii County Fire Department for violent conduct and harassment. Chief Rosario transferred me from Waiakea Fire Station to Kailua Fire Station. Chief Rosario clearly states that his reasons for transferring me (see attached) include two separate reports of violence in the workplace filed by me. Upon further investigation, I have found another three incidences of retaliation against me for filing those reports. Chief Rosario claims that these allegations are subject to the Bargaining Unit 11 Collective Bargaining Agreement (CBA), however, there are no provisions in the CBA for retaliation. Retaliation is an internal affair, subject to County of Hawaii procedure.</p>	



HUMAN RESOURCES

FEB 08 2019

RECEIVED

Date received: 2/8/19

Appeal to the

**Merit Appeals Board**

101 Pauahi Street, Suite 2

Hilo, Hawai'i 96720-4224

Submit original plus eight (8) copies of the form to the above address. Do not email this form.  
Use black ink or a typewriter to complete this form. Use additional pages as necessary.

<p>1. Name, address, and telephone number of the appellant:</p> <p>Bran Keopuhiwa</p> <p>PO Box 271, Papaikou, HI 96781</p> <p>8082175656</p> <p>Is the appellant a County employee? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name, address, and telephone number of appellant's authorized representative (if any):</p>
<p>3. Name of the mayor, the director of human resources, or appointing authority or a designee acting on behalf of one of these individuals whose action is being appealed:</p> <p>Chief Darren Rosario</p>	<p>4. Pursuant to § 76-14, this appeal is being filed for an action under the following category (check all applicable):</p> <p><input type="checkbox"/> Recruitment and Examination</p> <p><input type="checkbox"/> Classification or reclassification of a particular position</p> <p><input type="checkbox"/> Initial pricing of class (of work)</p> <p><input checked="" type="checkbox"/> Employment action taken under Chapter 76, HRS (appellant must be a civil service employee excluded from collective bargaining)</p>
<p>5. Date action taken:</p> <p>January 23, 2019</p>	
<p>6. Date notice of action was received by appellant:</p> <p>January 23, 2019</p>	
<p>7. Statement of the legal wrong caused by the action of the mayor, director of human resources, or an appointing authority, or a designee acting on behalf of one of these individuals, or a statement as to how such action has adversely affected or aggrieved the appellant. Include a concise statement of the facts pertinent to this appeal.</p> <p>On February 7, 2019 I received a certified letter from Chief Darren Rosario returning an internal complaint that I filed with his office on January 31, 2019. In that complaint (see attached), I allege that on January 23, 2018 Chief Darren Rosario violated the County of Hawaii Violence in the Workplace policy by retaliating against me for reporting two members of the Hawaii County Fire Department for violent conduct and harassment. In refusing to honor my transfer request (see attached) he is continuing his campaign of retaliation, intimidation, and harassment. I received a written response that alleges operational efficiency and the personnel involved, yet offers no evidence to support his claim. Chief Rosario claims that these allegations are subject to the Bargaining Unit 11 Collective Bargaining Agreement (CBA), however, there are no provisions in the CBA for retaliation. Retaliation is an internal affair, subject to County of Hawaii procedure.</p>	



808926003

HI FIREFIGHTERS ASSOCIATION

02:25:26 p.m. 04-25-2019

1/1



## HAWAII FIRE FIGHTERS ASSOCIATION

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 1483 AFL-CIO HUMAN RESOURCES  
 1018 PALM DRIVE, HONOLULU, HAWAII 96814-1929  
 TELEPHONE (808) 949-1566 FAX: (808) 952-6003  
 WEBSITE: www.hawaii firefighters.org

APR 25 2019

RECEIVED

April 25, 2019

**VIA FACSIMILE and FIRST CLASS MAIL**

William V. Brilhante, Jr.  
 Director, Department of Human Resources  
 County of Hawaii  
 101 Pauahi Street, Suite 2  
 Hilo, Hawaii 96720

Re: Fire Rescue Specialist Bran Keopuhiwa -- Placement Grievance  
Request for Arbitration

Dear Mr. Brilhante,

This letter is to formally notify you that the HFFA hereby submits this Step 3 Appeal for the above-referenced grievance pursuant to Section 18 Grievance Procedure set forth in the Agreement. This appeal is being filed because the HFFA is not satisfied with the action taken by the Employer to adjust the grievance at Steps 1 & 2.

The HFFA incorporates by reference all prior allegations of the contractual violations and request for remedies and relief. The HFFA requests the Employer to contact the undersigned at 808-949-1566 to schedule a meeting to discuss the Step 3 appeal.

Kind regards,

Robert H. Lee  
 HFFA President

cc: Colin Wilson  
 Charles Spain  
 Ivan Higashi  
 Richard Fong

6120



August 20, 2019

USPS Certified Mail

Bran N. Keopuhiwa  
P.O. Box 271  
Papaikou, Hawaii 96781

RE: Notice of HFFA Decision Not To Arbitrate Grievances Challenging (1) Placement and  
(2) Denial of Transfer

Dear Mr. Keopuhiwa:

The HFFA Grievance committee has completed its review, assessment, and discussion and based on the recommendation by counsel of your two individual grievances identified above, renders the following decision.

Notwithstanding your arguments and allegations, the documents and information you presented to HFFA for review and consideration for arbitration, in addition to the information and documentation obtained by HFFA from the County of Hawaii, does not support your allegations of retaliation and violation of Sections 10, 4, 19 and 16 of the Bargaining Unit 11 Collective Bargaining Agreement.

There is a significant absence of proof or evidence to proceed to arbitration.

Furthermore, we have been informed that on June 18, 2019, you requested and were granted an "immediate voluntary demotion and transfer" from a FF2 Rescue Specialist to a Firefighter and station assignment from Kailua Fire Station to Central Fire Station, effective July 1, 2019. Your voluntary demotion renders your grievances moot, thus both prohibiting an arbitrator from taking any action on your grievances as well as HFFA unnecessarily incurring significant arbitration costs and expenses, and attorney's fees with no available remedy.

Based on the foregoing, please be informed that the HFFA Grievance committee has recommended to the Executive Board to not arbitrate either or both of your grievances.

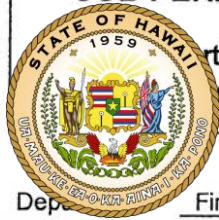
Upon receipt of this notice you may submit, within the next twenty (20) days, a notice of appeal in writing to the HFFA Executive Board.

Sincerely,

Robert H. Lee  
President

cc: Peter L. Trask, Esq.  
Aaron Lenchanko  
Charles Spain

## JOB PERFORMANCE REPORT



Department of Civil Service  
County of Hawaii

Employee: Keopuhiwa, E. Filed: Oct 19 2019 08:58AM HAST

Class Title: firefighter Transaction ID 64333945

Position No. 2316  
Division: Central B  
Case No. 19-CE-11-930, 19-CU-11-373

Dep: Fire  
Purpose of this Report: ☐ Initial Probationary ☒ New Probationary ☐ Annual ☐ Other

Evaluation Period From: 08/01/04 To: 11/04/04 This employee's overall work performance during this

period was ☐ Outstanding ☒ More than Satisfactory ☐ Satisfactory ☐ Less Than Satisfactory \*

\* The department head shall inform the employee in writing of the manner in which his/her performance is substandard.

PERFORMANCE FACTORS	Outstanding	More than Satisfactory	Satisfactory	Less than Satisfactory	COMMENTS: Recognition of outstanding work; suggestions for improving work, etc. Provide comments for performance factors, as appropriate.
1. Quality of Work		X			1. Station duties are done quickly and efficiently, many times coming in early and getting right to work. Knows his job and is motivated to improve himself.
2. Quantity of Work		X			2. Actively looks for more to do at work. Volunteers to do reports and likes to keep busy.
3. Work Attitudes on the Job		X			3. Dependable employee who needs little supervision and adjusts to change well. Studies to advance himself and has a positive attitude.
4. Work Habits on the Job	X				4. Consistent worker who follows safety rules and is conscientious taking care of department equipment
5. Supervision of Employees (For supervisory and administrative personnel)					5.

Evaluator. I certify that this constitutes my best appraisal of the service of the employee, based on personal observation and knowledge of his/her work, in relation to the duties and responsibilities required by the position.

*David Wong*  
Signature

Captain  
Class Title

12-2-04  
Date

Employee. I certify that this performance report has been discussed with me.

*E. Keopuhiwa*  
Signature

12-7-04  
Date

Division Head. I certify that I have reviewed the performance report of this employee

*[Signature]* 12-9-04  
Signature/Date

COMMENTS:

Department Head. I certify that I have reviewed the performance report of this employee

*[Signature]* 12/9/04  
Signature/Date

COMMENTS:

EMPLOYEE'S COPY



# JOB PERFORMANCE REPORT

Department of Civil Service  
County of Hawaii

RECEIVED  
HAWAII FIRE DEPARTMENT

54

Employee: BRAN KEOPUHIWA 2005 FEB -1 AM 11:21  
Class Title: FIRE FIGHTER Position No: 2316

Department: FIRE DEPARTMENT Division: PAHALA/NAALEHU/OCEAN VIEW  
Purpose of this Report: ☐ Initial Probationary ☒ <sup>3 months</sup> New Probationary ☐ Annual ☐ Other  
Evaluation Period From: 11/05/04 To: 01/31/05 This employee's overall work performance during the  
period was ☐ Outstanding ☒ More than Satisfactory ☐ Satisfactory ☐ Less Than Satisfactory \*

\* The department head shall inform the employee in writing of the manner in which his/her performance is substandard.

PERFORMANCE FACTORS	Outstanding	More than Satisfactory	Satisfactory	Less than Satisfactory	COMMENTS: Recognition of outstanding work; suggestions for improving work, etc. Provide comments for performance factor as appropriate.
1. Quality of Work		X			1. WORK IS DONE IN A TIMELY FASHION WITH ATTENTION TO DETAIL. WORK PERFORMED IS ALWAYS COMPLETE AND WE DO IT
2. Quantity of Work		X			2. VERY PRODUCTIVE EMPLOYEE WHO DOES MORE THAN HIS SHARE OF WORK.
3. Work Attitudes on the Job		X			3. DEPENDABLE PERSON WHO IS HIGHLY MOTIVATED WITH ASPIRATIONS OF ATTENDING FUTURE MICT CLASS. TAKES INITIATIVE TO PERFORM TASKS ON HIS OWN. IS A "TEAM PLAYER" WHO WORKS WELL WITH EVERY ONE.
4. Work Habits on the Job		X			4. HAS A VERY GOOD ATTENDANCE RECORD, AND ALWAYS REPORTS TO WORK ON TIME. A HARD WORKER WHO STAYS AWARE OF WHAT IS HAPPENING AROUND HIM AT ALL INCIDENT
5. Supervision of Employees (For supervisory and administrative personnel)					5.

Evaluator. I certify that this constitutes my best appraisal of the service of the employee, based on personal observation and knowledge of his/her work, in relation to the duties and responsibilities required by the position.

*James J. ...*  
Signature

CAPTAIN  
Class Title

01/12/05  
Date

Employee. I certify that this performance report has been discussed with me.

*B. Keopuhiwa*  
Signature

1/13/05  
Date

Division Head. I certify that I have reviewed the performance report of this employee

*[Signature]* 2-1-05  
Signature/Date

COMMENTS:

Department Head. I certify that I have reviewed the performance report of this employee

*James J. ...* 2/1/05  
Signature/Date

COMMENTS: *Completed new probationary period*

EMPLOYEE'S COPY

Employee: BRAN KEOPUHIWAClass Title: Fire Rescue SpecialistPosition No: OO-00143Department: Fire DepartmentDivision: Operations/WaiakaePurpose of this Report: ☐ 3month ☐ 6month ☐ Initial Probationary ☐ New Probationary ☒ Annual ☐ OtherEvaluation Period From: 08/1/13To: 7/31/14

This employee's overall work performance during this

period was ☒ Outstanding☐ More than Satisfactory☐ Satisfactory☐ Less Than Satisfactory \*

\* The department head shall inform the employee in writing of the manner in which his/her performance is substandard.

PERFORMANCE FACTORS	Outstanding	More than Satisfactory	Satisfactory	Less than Satisfactory	COMMENTS: Recognition of outstanding work; suggestions for improving work, etc. Provide comments for performance factors, as appropriate.
1. Quality of Work	X				1. Bran strives to be accurate and thorough in his job duties. He takes pride in his workmanship and continues to learn regarding his responsibilities as a member of HFD and a Fire Rescue Specialist, minimal supervision and follow up is required. His knowledge of responsibilities is increasing in his assignment at Station 2.
2. Quantity of Work	X				2. He plans his day according to the schedule for the month and wisely prioritizes the most important tasks. When assigned a task, he completes it in timely manner. He is consistent in his work ethic on a day to day basis. He is also involved in off duty projects such as Firefighter Recruit training and Search and Rescue Training.
3. Work Attitudes on the Job	X				3. Bran has displayed positive work attitudes on the job. During his assignment at Station 2, he has shown a willingness to learn and improve himself. He has the ability to impose a positive attitude onto his co-workers and promotes teamwork..
4. Work Habits on the Job	X				4. He takes pride in care and maintenance of HFD's apparatus, facilities, and equipment. He constantly displays a safety attitude for himself and fellow firefighters. He has not abused his privileges and comes to work early and leaves when properly relieved. He is dedicated to his position and always comes back to emergency recall.
5. Supervision of Employees (For supervisory and administrative personnel)					5.

Evaluator. I certify that this constitutes my best appraisal of the service of the employee, based on personal observation and knowledge of his/her work, in relation to the duties and responsibilities required by the position.

James Kuniyoshi

Signature

Fire Captain

Class Title

9/13/14

Date

Employee. I certify that this performance appraisal report has been discussed with me.

Signature

9/13/14

Date

Division Head. I certify that I have reviewed the performance appraisal report of this employee

COMMENTS:

Signature/Date

Department Head. I certify that I have reviewed the performance appraisal report of this employee

COMMENTS:

Signature/Date



# PERFORMANCE APPRAISAL REPORT

56

Employee: Bran Keopuhiwa  
 Class Title: Fire Rescue Specialist Position No: 0138  
 Department: Hawaii Fire Division: Waiakea

Purpose of this Report: ☐ 3month ☐ 6month ☐ Initial Probationary ☐ New Probationary ☒ Annual ☐ Other \_\_\_\_\_  
 Evaluation Period From: 8-1-15 To: 7-31-16 This employee's overall work performance during this period was ☒ Outstanding ☐ More than Satisfactory ☐ Satisfactory ☐ Less Than Satisfactory \*

\* The department head shall inform the employee in writing of the manner in which his/her performance is substandard.

PERFORMANCE FACTORS	Outstanding	More than Satisfactory	Satisfactory	Less than Satisfactory	COMMENTS: Recognition of outstanding work; suggestions for improving work, etc. Provide comments for performance factors, as appropriate.
1. Quality of Work	X				1. Bran strives to be accurate and thorough in his job duties. He takes pride in his workmanship and continues to learn regarding his responsibilities as a Fire Rescue Specialist and the HFD team. When given a task, minimal supervision and follow up is required. His judgement and ability to work under pressure has proven to be trusted.
2. Quantity of Work	X				2. He plans his day according to the schedule for the month and wisely prioritizes the most important tasks. When assigned a task, he completes it in a timely manner. Whenever there is down time at the station, he studies and keeps abreast of departmental activities. He organizes training and daily activities to accomplish fire and rescue
3. Work Attitudes on the Job	X				3. Bran is very dependable, when assigned a task he completes and meets timeframes. His ability to adapt to changes has been proven in rescue situations. He has a positive attitude and has the ability to bring personnel of different backgrounds to become a cohesive unit. While in the public, he always promotes HFD's mission and vision statements.
4. Work Habits on the Job	X				4. He attends work and off-duty training regularly, comes early and leaves late making sure he is properly relieved. He has never abused his privileges and displays positive work habits that has an effect on his co-workers. He takes pride in care and maintenance of HFD's apparatus and equipment. He displays a safety minded attitude.
5. Supervision of Employees (For supervisory and administrative personnel)					5.

**Evaluator.** I certify that this constitutes my best appraisal of the service of the employee, based on personal observation and knowledge of his/her work, in relation to the duties and responsibilities required by the position.

Miles Kawazoe [Signature] Fire Captain 8-1-2016  
 Signature Class Title Date

**Employee.** I certify that this performance appraisal report has been discussed with me.

Bran Keopuhiwa [Signature] 8-1-2016  
 Signature Date

**Division Head.** I certify that I have reviewed the performance appraisal report of this employee

[Signature] 7/29/16 COMMENTS:  
 Signature/Date

**Department Head.** I certify that I have reviewed the performance appraisal report of this employee

[Signature] 8/1/16 COMMENTS:  
 Signature/Date

# PERFORMANCE APPRAISAL REPORT

57

Employee: Bran Keopuhiwa

Class Title: Fire Rescue Specialist Position No: 0138

Department: Hawaii Fire Division: Waiakea

Purpose of this Report: ☐ 3month ☐ 6month ☐ 3month ☐ 6month  
☐ Initial Probationary ☐ New Probationary ☒ Annual ☐ Other \_\_\_\_\_

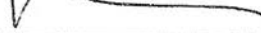
Evaluation Period From: 2-16-16 To: 8-1-16 This employee's overall work performance during this

period was ☒ Outstanding ☐ More than Satisfactory ☐ Satisfactory ☐ Less Than Satisfactory \*

\* The department head shall inform the employee in writing of the manner in which his/her performance is substandard.

PERFORMANCE FACTORS	Outstanding	More than Satisfactory	Satisfactory	Less than Satisfactory	COMMENTS: Recognition of outstanding work; suggestions for improving work, etc. Provide comments for performance factors, as appropriate.
1. Quality of Work	X				1. Bran strives to be accurate and thorough in his job duties. He takes pride in his workmanship and continues to learn regarding his responsibilities as a Fire Rescue Specialist and the HFD team. When given a task, minimal supervision and follow up is required. His judgement and ability to work under pressure has proven to be trusted.
2. Quantity of Work	X				2. He plans his day according to the schedule for the month and wisely prioritizes the most important tasks. When assigned a task, he completes it in a timely manner. Whenever there is down time at the station, he studies and keeps abreast of departmental activities. He organizes training and daily activities to accomplish fire and rescue
3. Work Attitudes on the Job	X				3. Bran is very dependable, when assigned a task he completes and meets timeframes. His ability to adapt to changes has been proven in rescue situations. He has a positive attitude and has the ability to bring personnel of different backgrounds to become a cohesive unit. While in the public, he always promotes HFD's mission and vision statements.
4. Work Habits on the Job	X				4. He attends work and off-duty training regularly, comes early and leaves late making sure he is properly relieved. He has never abused his privileges and displays positive work habits that has an effect on his co-workers. He takes pride in care and maintenance of HFD's apparatus and equipment. He displays a safety minded attitude.
5. Supervision of Employees (For supervisory and administrative personnel)					5.

Evaluator. I certify that this constitutes my best appraisal of the service of the employee, based on personal observation and knowledge of his/her work, in relation to the duties and responsibilities required by the position.

Miles Kawazoe   
Signature

Fire Captain  
Class Title

8-1-2016  
Date

Employee. I certify that this performance appraisal report has been discussed with me.

Bran Keopuhiwa   
Signature

8-1-2016  
Date

Division Head. I certify that I have reviewed the performance appraisal report of this employee

COMMENTS:

Signature/Date

Department Head. I certify that I have reviewed the performance appraisal report of this employee

COMMENTS:

Signature/Date



# PERFORMANCE APPRAISAL REPORT

58

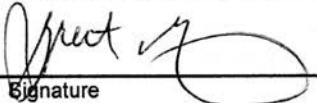
Employee: Bran Keopuhiwa  
 Class Title: Fire Rescue Specialist Position No: OO-00138  
 Department: Fire Division: Waiakea "B"

Purpose of this Report: ☐ 3month ☐ 6month ☐ 3month ☐ 6month  
☐ Initial Probationary ☐ New Probationary ☒ Annual ☐ Other \_\_\_\_\_  
 Evaluation Period From: 8-4-16 To: 8-3-17 This employee's overall work performance during this period was ☐ Outstanding ☐ More than Satisfactory ☒ Satisfactory ☐ Less Than Satisfactory \*

\* The department head shall inform the employee in writing of the manner in which his/her performance is substandard.

PERFORMANCE FACTORS	Outstanding	More than Satisfactory	Satisfactory	Less than Satisfactory	COMMENTS: Recognition of outstanding work; suggestions for improving work, etc. Provide comments for performance factors, as appropriate.
1. Quality of Work			X		1. FRS Keopuhiwa knows his duties and responsibilities, learns fast, seems to have good judgement, is neat, not much follow-up is needed, follows and applies instructions well.
2. Quantity of Work		X			2. FRS Keopuhiwa amount of work done is good and regular, meets most time and work schedules, uses his time to determine priorities and accomplishes most important tasks first.
3. Work Attitudes on the Job			X		3. FRS Keopuhiwa has some initiative, seems interested in his work, has a good attitude towards direction or instruction and has a good attitude towards the public.
4. Work Habits on the Job			X		4. FRS Keopuhiwa does not abuse privileges, cares for government property, and follows safety rules.
5. Supervision of Employees (For supervisory and administrative personnel)					5. This appraisal is from 1/16/17 to 8/3/17, I became Captain here on 1/16/17.

**Evaluator.** I certify that this constitutes my best appraisal of the service of the employee, based on personal observation and knowledge of his/her work, in relation to the duties and responsibilities required by the position.

Brent Matsuda  Fire Captain 8-2-17  
 Signature Class Title Date

**Employee.** I certify that this performance appraisal report has been discussed with me.

FRS B. Keopuhiwa  8-2-17  
 Signature Date

**Division Head.** I certify that I have reviewed the performance appraisal report of this employee

AFC Gantry Andrade COMMENTS:  
 \_\_\_\_\_  
 Signature/Date

**Department Head.** I certify that I have reviewed the performance appraisal report of this employee

COMMENTS:

\_\_\_\_\_  
 Signature/Date

# PERFORMANCE APPRAISAL REPORT

59

Employee: Bran Keopuhiwa

Class Title: Fire Rescue Specialist Position No: OO-0138

Department: Fire Department Division: Operations

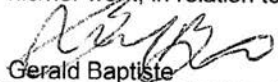
Purpose of this Report: ☐ 3month ☐ 6month ☐ 3month ☐ 6month  
☐ Initial Probationary ☐ New Probationary ☒ Annual ☐ Other \_\_\_\_\_

Evaluation Period From: 8/3/2017 To: 8/2/2018 This employee's overall work performance during this period was ☐ Outstanding ☒ More than Satisfactory ☐ Satisfactory ☐ Less Than Satisfactory \*

\* The department head shall inform the employee in writing of the manner in which his/her performance is substandard.

PERFORMANCE FACTORS	Outstanding	More than Satisfactory	Satisfactory	Less than Satisfactory	COMMENTS: Recognition of outstanding work; suggestions for improving work, etc. Provide comments for performance factors, as appropriate.
1. Quality of Work	X				1. In the short time I have spent with Keopuhiwa he completed all tasks without direction and exercised good judgement.
2. Quantity of Work		X			2. In the short time I have spent with Keopuhiwa he utilized his time well and completed all tasks assigned to him.
3. Work Attitudes on the Job	X				3. In the short time I have spent with Keopuhiwa he maintained a positive attitude and worked well with others.
4. Work Habits on the Job		X			4. In the short time I have spent with Keopuhiwa he displayed good work habits.
5. Supervision of Employees (For supervisory and administrative personnel)					5. N/A

Evaluator. I certify that this constitutes my best appraisal of the service of the employee, based on personal observation and knowledge of his/her work, in relation to the duties and responsibilities required by the position.

  
 Gerald Baptiste

Signature

Acting Fire Captain

Class Title

7/28/2018

Date

Employee. I certify that this performance appraisal report has been discussed with me.

  
 Bran Keopuhiwa

Signature

7/28/2018

Date

Division Head. I certify that I have reviewed the performance appraisal report of this employee

COMMENTS:

Signature/Date

Department Head. I certify that I have reviewed the performance appraisal report of this employee

COMMENTS:

Signature/Date

Employee: BRAN KEOPUHIWA

Class Title: FRS Position No: 2212

Department: Fire Division: Operations Kailua B

Purpose of this Report: ☐ 3month ☐ 6month ☐ 3month ☒ 6month  
☐ Initial Probationary ☒ New Probationary ☐ Annual ☐ Other \_\_\_\_\_

Evaluation Period From: 07/16/09 To: 01/15/2010 This employee's overall work performance during this

period was ☐ Outstanding ☒ More than Satisfactory ☐ Satisfactory ☐ Less Than Satisfactory \*

\* The department head shall inform the employee in writing of the manner in which his/her performance is substandard.

PERFORMANCE FACTORS	Outstanding	More than Satisfactory	Satisfactory	Less than Satisfactory	COMMENTS: Recognition of outstanding work; suggestions for improving work, etc. Provide comments for performance factors, as appropriate.
1. Quality of Work		X			1. Bran is a conscientious worker who takes pride in doing his job. He has shown knowledge of his duties and responsibilities and is a self directed worker who does not have to be told what to do.
2. Quantity of Work	X				2. Sta. 7 Kailua is a demanding station with a high work load. Bran is able to handle this very well, he does not let his work get ahead of him and will work to complete his daily tasks quickly and efficiently. This allows him to not only complete his daily duties but to also take the initiative to complete unscheduled tasks above the normal work day.
3. Work Attitudes on the Job		X			3. Bran works well with others and shows professionalism in his interactions with the public. He is a team player, he is able to think quickly and has good ideas, but will follow direction diligently when instructed.
4. Work Habits on the Job		X			4. Bran reports for duty on time and does not abuse sick leave. He starts his workday as scheduled. and takes his breaks at the appropriate times. He takes care of his issued equipment and uses all PPE appropriately.
5. Supervision of Employees (For supervisory and administrative personnel)					5.

**Evaluator.** I certify that this constitutes my best appraisal of the service of the employee, based on personal observation and knowledge of his/her work, in relation to the duties and responsibilities required by the position.

Charles L. Spain

Signature

Captain Co. 7

Class Title

1/15/2010

Date

**Employee.** I certify that this performance appraisal report has been discussed with me.

Bran Keopuhiwa

Signature

1/15/2010

Date

**Division Head.** I certify that I have reviewed the performance appraisal report of this employee

COMMENTS:

Signature/Date

**Department Head.** I certify that I have reviewed the performance appraisal report of this employee

COMMENTS:

Signature/Date



Employee: BRAN KEOPUHIWA 0143  
 Class Title: Fire Rescue Specialist Position No: \_\_\_\_\_  
 Department: Fire Department Division: Operations/Waiakea

Purpose of this Report: ☐ 3month ☐ 6month ☐ 3month ☐ 6month  
☐ Initial Probationary ☐ New Probationary ☒ Annual ☐ Other \_\_\_\_\_  
 Evaluation Period From: 08/1/12 To: 07/31/13 This employee's overall work performance during this period was ☒ Outstanding ☐ More than Satisfactory ☐ Satisfactory ☐ Less Than Satisfactory \*

\* The department head shall inform the employee in writing of the manner in which his/her performance is substandard.

PERFORMANCE FACTORS	Outstanding	More than Satisfactory	Satisfactory	Less than Satisfactory	COMMENTS: Recognition of outstanding work; suggestions for improving work, etc. Provide comments for performance factors, as appropriate.
1. Quality of Work	X				1. Bran strives to be accurate and thorough in his job duties. He takes pride in his workmanship and continues to learn regarding his responsibilities as a member of HFD and a Fire Rescue Specialist, minimal supervision and follow up is required. His knowledge of responsibilities is increasing in his assignment at Station 2.
2. Quantity of Work	X				2. He plans his day according to the schedule for the month and wisely prioritizes the most important tasks. When assigned a task, he completes it in timely manner. He is consistent in his work ethic on a day to day basis. He is also involved in off duty projects such as Firefighter Recruit training and Search and Rescue Training.
3. Work Attitudes on the Job	X				3. Bran has displayed positive work attitudes on the job. During his assignment at Station 2, he has shown a willingness to learn and improve himself. He has the ability to impose a positive attitude onto his co-workers and promotes teamwork..
4. Work Habits on the Job	X				4. He takes pride in care and maintenance of HFD's apparatus, facilities, and equipment. He constantly displays a safety attitude for himself and fellow firefighters. He has not abused his privileges and comes to work early and leaves when properly relieved. He is dedicated to his position and always comes back to emergency recall.
5. Supervision of Employees (For supervisory and administrative personnel)					5.

Evaluator. I certify that this constitutes my best appraisal of the service of the employee, based on personal observation and knowledge of his/her work, in relation to the duties and responsibilities required by the position.

James Kuniyoshi [Signature] Fire Captain 7/21/13  
 Signature Class Title Date

Employee. I certify that this performance appraisal report has been discussed with me.  
[Signature] 7/21/13  
 Signature Date

Division Head. I certify that I have reviewed the performance appraisal report of this employee  
[Signature] 7/31/13  
 Signature/Date

Department Head. I certify that I have reviewed the performance appraisal report of this employee  
[Signature] JUL 31 2013  
 Signature/Date

COMMENTS:

COMMENTS:

EMPLOYEE'S COPY



# PERFORMANCE APPRAISAL REPORT

62

Employee: BRAN KEOPUHIWA

FIRE RESCUE

Class Title: SPECIALIST

Position No: OO-0138

Department: Fire Department

Division: OPERATIONS

Purpose of this Report: ☐ 3month ☐ 6month ☐ Initial Probationary ☐ 3month ☐ 6month ☐ New Probationary ☐ Annual ☒ Other

Evaluation Period From: 8/3/17 To: 8/2/18 This employee's overall work performance during this

period was ☐ Outstanding ☐ More than Satisfactory ☐ Satisfactory ☐ Less Than Satisfactory \*

\* The department head shall inform the employee in writing of the manner in which his/her performance is substandard.

PERFORMANCE FACTORS	Outstanding	More than Satisfactory	Satisfactory	Less than Satisfactory	COMMENTS: Recognition of outstanding work; suggestions for improving work, etc. Provide comments for performance factors, as appropriate.
1. Quality of Work		X			1. FRS Keopuhiwa has been a great asset when he has been assigned to Sta 19. He has shown to be knowledgeable of his role, duties and responsibilities. He has shown good judgement on calls as well as follows directives.
2. Quantity of Work			X		2. He has shown to regularly produce quality work. Finishes tasks on time with little to no supervision. He routinely uses his time wisely and makes use of his down time efficiently
3. Work Attitudes on the Job			X		3. FRS Keopuhiwa has shown to be a dependable worker, who will take initiatives with the tasks that are presented to him. He works well with other in the dept. as well as members of the community.
4. Work Habits on the Job			X		4. FRS Keopuhiwa attendance was mainly affected by a FMLA situation that he needed to take care of, but besides that, he has regular attendance while assigned to Sta 19. He continues to show good working habits on the job.
5. Supervision of Employees (For supervisory and administrative personnel)					5. na

Evaluator. I certify that this constitutes my best appraisal of the service of the employee, based on personal observation and knowledge of his/her work, in relation to the duties and responsibilities required by the position.

W. E. M.  
ELDON MASAOKA

Signature

CAPTAIN

Class Title

8/2/18

Date

Employee. I certify that this performance appraisal report has been discussed with me.

BRAN KEOPUHIWA

Signature

8/2/18

Date

Division Head. I certify that I have reviewed the performance appraisal report of this employee

COMMENTS:

Signature/Date

Department Head. I certify that I have reviewed the performance appraisal report of this employee

COMMENTS:

Signature/Date