



Lehigh Acres Fire Control & Rescue District
Office of the Chief

636 Thomas Sherwin Ave. S.
Lehigh Acres, FL 33974

Phone: (239) 303-5300
Fax: (239) 369-2436

December 5, 2014

Dale Pinheiro
Southwest Florida Professional
Firefighters & Paramedics, Local 1826, IAFF, Inc.
2030 West First Street, Suite C
Fort Myers, FL 33901

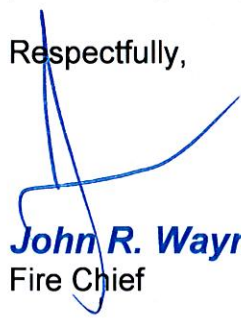
Mr. Pinheiro,

In response to your Grievance submitted to me on December 4, 2014 I have come to the following conclusions:

1. Your Grievance was submitted in the proper format, in accordance with Article 24 (Grievance and Arbitration Procedures).
2. There was not a violation of Article(s) 5, 11, and 39 (specifically 5.1, 11, 39.2, and 39.4) as referenced in your Grievance.
3. **Your Grievance is denied.**

No violations of the CBA have occurred in reference to this matter. Your Grievance has no merit and is therefore denied. The District has the authority to and will continue to handle disciplinary cases on a case-by-case basis. The District will administer disciplinary actions when appropriate and within the guidelines of the District's Rules and Regulations. Employees will continue to be treated fairly and in accordance with the "Firefighters Bill of Rights." This case meets all tests of just cause as well as the concept of progressive discipline. I hope that you can understand my position regarding this matter and accept my response as submitted.

Respectfully,


John R. Wayne, BPA, MAA, EMT-P
Fire Chief

Cc: Mike Pernal, DVP – IAFF Local 1826, District 6
Troy Mesick, Vice President – IAFF Local 1826
Employee File

Lehigh Acres Fire Control and Rescue District
Grievance Procedure Form

I, Dale R Pinheiro FF/Lt
(First Name, Middle, Last) (Class/Rank)

submit the following grievance which took place on 11/26/14 approx 1400 hrs
(Date/Time of Day)

at LAFD Station 105 against Lehigh Acres Fire Control and Rescue District
(Location) (Name)

Statement of Grievance: See Attached

Details and Facts upon which grievance is based: See Attached

Article 5 + 11 + 39 Section 5.1, 11, 39.2, 39.4 of the Labor Agreement alleged to
have been violated.

Remedy or Solution requested: See Attached

Dale R Pinheiro
(Signature of Employee)

12/4/14
(Date)

STEP 1: Discussion of Grievance with Immediate Supervisor:

Resolved ☐ Unresolved ☐ Date received: _____

Submitted to STEP 2 - Date: _____

☐ Information Sheet Attached

STEP 2: Written Grievance to Battalion Chief:

Resolved ☐ Unresolved ☐ Date received: _____

Submitted to STEP 3 - Date: _____

☐ Information Sheet Attached

STEP 3: Written Grievance to Chief:

Resolved ☐ Unresolved ☒ Date received: 12/9/14

Submitted to STEP 4 - Date: _____

☒ Information Sheet Attached

STEP 4: Grievance to Arbitration:

Date Arbitration Panel Requested from FMCS: _____

*****Parties may attach additional sheets as necessary throughout the Grievance Procedure*****

See Attached
letter 11/29/14

Statement of grievance:

On or about Wednesday, November 26, 2014, the District terminated Dale Pinheiro's employment in violation of the collective bargaining agreement between the District and Local 1826.

Details and Facts upon which grievance is based:

On or about November 26, 2014, the District unfairly and unjustly terminated Dale Pinheiro's employment. The District's actions violate Article 5, Section 5.1, and Article 11 in its entirety. In addition, the District's actions violate Article 39, Sections 39.2 and 39.4.

Remedy or Solution requested:

Dale Pinheiro and Local 1826 request that the District immediately rescind its termination of Pinheiro's employment, reinstate Pinheiro to his position within the District, and make Pinheiro whole for all wages and/or benefits lost as a result of the District's improper actions.

Troy Mesick

From: JP Duncan <jp@local1826.com>
Sent: Friday, November 28, 2014 9:57 AM
To: John Wayne
Cc: Troy Mesick; matt@local1826.com; BILL SIMPSON (FIELD REPRESENTATIVE); Mark Floyd
Subject: Lt. Pinheiro Grievance

Chief Wayne,

This E-mail is to confirm our conversation and verbal agreement on Wednesday, November 26, 2014 regarding Terminated employee Dale Pinheiro's Grievance as it relates to his termination bypassing Steps one and two and starting the grievance at Step Three of Article 24.3 (Grievance and Arbitration Procedures) which states "The Chief or his/her designee will discuss the grievance with the aggrieved employee and the Union Representative, and give his/her answer, in writing, on the grievance form within (10) business days". Please confirm this agreement so Local 1826 may proceed accordingly with the grievance. Thank you for your anticipated cooperation in this matter, If you have any questions please feel free to contact myself or any Principal Officer.

Respectfully,

J.P. Duncan
President,
Southwest Florida Professional Fire Fighters & Paramedics,
Local 1826, IAFF, Inc.