

**Board of Fire Commissioners Regular Meeting**  
**72 New Haven Avenue, Milford, CT**  
**Tuesday, July 20, 2021**

- I. **Call to Order:** Chairman McGrath called the meeting to order at 18:05 hours. A quorum was present.

**Roll Call:** In addition to the Chairman, Commissioners Stein, Smith, Brennan and Riso were present. Also, present were Chief Edo, and Assistant Chief Fabrizi.

**Absent:** Commissioner Weber and Commissioner Stanford.

- II. **Public Statements limited to the function of the Board of Fire Commissioners:**

None

- III. **Consideration of Minutes:**

Regular Meeting Correct Minutes – May 18, 2021

Regular Meeting June 15, 2021

Chairman Smith stated he was not in attendance as noted in the June 15 meeting so he did not adjourn the meeting as indicated.

*Commissioners Riso and Smith made and second a motion to accept the corrected minutes of May 18 and June 15, 2021. Motions carried unanimously.*

- IV. **Communications:**

None

- V. **Chairman's Report:**

Chairman McGrath spoke of the passing of retired Firefighter Edward LaPlante, he spoke with his wife and extended the board's sympathy. He also noted congratulations on the retirement of Firefighter Hofmeister, as well as Battalion Chief Turner. Congratulations were also given on the promotion of Captain Kyle Brotherton to Battalion Chief, Lieutenant Peter Phelan to Captain and Firefighter Trenchard as acting Inspector.

## **VI. Committees Report:**

- a) Personnel Committee: None
- b) Maintenance & Equipment: Commissioner Brennan stated the new Engine 4 has been delivered and is housed at Station 8. Assistant Chief Fabrizi stated Ferrara representation will be visiting the station tomorrow for an informal Q & A. Commissioner Brennan confirmed two old engines have been disposed of, as there was no interest from outside entities.
- c) Safety Committee Liaison: Commissioner Brennan stated there was no meeting due to the July 4th holiday.

## **VII. Chief's Report:**

Testing Update – There is no date as of now for the physical portion of the firefighter recruit test. The testing facilitator is aiming for a weekday during August. Currently the auxiliary gym at the school is being renovated which is delaying the process. Of the ninety one candidates eighty eight tested and forty had a passing score.

New Engine 4 Update – The new 2021 Ferrara Igniter has arrived and is at the West Side Station. It will go to a vendor to be outfitted with radios and sirens next. Chairman McGrath questioned the warranty under mileage as the apparatus was driven from another state. Chief Edo believed the mileage warranty starts when the department takes possession of the equipment.

New Ambulance - The new ambulance has been delayed and is expected to arrive in August.

New Chief's Car - The Mayor has allotted \$40,000 in vehicle acquisitions for the new Chiefs car. It will cost about \$36,000 the rest of the funding will go for outfitting the vehicle with lights. His old car will stay within the department. The Chief stated that funding will be sought for a new inspector's car, their vehicles average around \$17,000. He stated the department would be in good shape with the vehicle inventory if this is acquired.

CBA – The contract is in the final stages of completion and may be accepted soon after.

## **VIII. New Business:**

Grievance 21-004: Chairman McGrath indicated the letter dated June 23, 2021 from the union in regards to Grievance 21-004. He noted there was no representation from Local 944 present. Chief Edo stated that the Union is looking for time and a half pay when they are forced to work. He spoke of the language in the contract and explained the difference between being forced to work when it is not your shift and forced to work at the end of your shift. When forced to work at the end of your shift you would receive held over time (time and a half). When you are covering for someone or swapping for someone that is not your shift that would not be considered hold over time (time and a half). He further explained if you work a shift and go home to come back to work that is not hold over time. The language in the contract was put in place to protect the firefighter that is held over at a scene of a fire. Due to vacancies many members are getting forced back. Commissioner Stein commented that the CBA purpose was to rectify problematic language. He cited the sentence from

Article XI. Overtime: Notwithstanding any provision of the preceding sentence to the contrary, in the event that an employee works beyond the termination of his/her regular tour and/or shift of duty (i.e., 0700-1600 or 1700, as the case may be,) the rate of pay for such overtime work shall be one and one-half (1 ½) times his/her regular rate of pay; as problematic language. Chief Edo stated grievance issues are usually addressed in the following negotiations. Chairman McGrath asks if representation from Local 944 was present to discuss Grievance 21-004. There was no response.

Commissioners Smith and Riso made and second a motion to enter into executive session at 18:20 to discuss Grievance 21-004. Motion carries unanimously.

#### **IX. Executive Session:**

The Commission invited Chief Edo and Assistant Chief Fabrizi into executive session at 18:50. The Chief and Assistant Chief exited executive session at 19:00.

Commissioners Stein and Riso made and second a motion to exit executive session at 19:01. Motion carries unanimously.

Chairman McGrath stated no votes were taken during executive session.

Commissioner Stein noted that the following facts were found based on the testimony received from the Chief and Assistant Chief during executive session:

The Grievance as explained states the Lieutenants were forced back to work a second tour following their original tour.

The collective bargaining agreement definition of tour is twenty four hours (1 day & 1 night). Per Article II Definitions Tour: 24 hours, beginning with one day shift and continuing through one night shift.

This information combined with the overtime policy and forced back provision dated 4/14/2021 and signed by the union.

The overtime policy states in Section 11b) Forced Back Provision: When a force back situation occurs, such assignment shall be filled from a list comprised of personnel with the least amount of seniority on the covering shift as specified in Exhibit B. Each firefighter is obligated for coverage of the entire 24-hour tour.

Grievance 21-004 defined in this case, talks about two connecting twelve hours shifts as stated in Article XI Section 1. Overtime; not two separate connecting shifts.

Based on those findings the Grievance should be denied.

Commissioners Stein and Riso made and second a motion to deny Grievance 21-004. Motion carries unanimously.

**X. New Equipment:**

None

**XI. Comments and Concerns of the Commissioners:**

None

**XII. Adjournment:**

Commissioners Smith and Riso made and seconded a motion to adjourn at 19:05 Motion carried unanimously.