

## Taffel, Sarah

---

**From:** Noah Fouad <noah.fouad@wiltonfirefighters.org>  
**Sent:** Wednesday, August 2, 2023 9:48 AM  
**To:** Vanderslice, Lynne; Nabulsi, Basam; Cole, Joshua; Healy, Kimberley; Tartell, Ross  
**Cc:** Knickerbocker, Matthew; Blanchfield, Jim; Taffel, Sarah; John Edwards; Mike Wydra, Gary Mandel; Marshall Segar; Lou  
**Subject:** Grievance, 2nd step  
**Attachments:** grievance 2nd step wage 8223.pdf

**CAUTION:** This email came from outside the Town network. Is it authentic? Don't click until you are sure.

Dear Selectmen Vanderslice, Cole, Healy, Nabulsi, and Tartell,

Wilton Firefighters Local 2233 submits the attached letter for the second step of the grievance process as outlined in Article 6-A.2 of the Collective Bargaining Agreement. Let us know if you have any issue viewing the document.

Thanks,  
Noah Fouad  
Secretary, Wilton Firefighters Local 2233

First Selectwoman Lynne Vanderslice  
Town of Wilton CT  
238 Danbury Rd  
Wilton, CT 06897

August 2nd, 2023

RE: Grievance filed pursuant to Article 11 of the Collective Bargaining Agreement Dated July 1, 2022-June 30, 2025. (the "CBA") between the Town of Wilton (the "Town) and the Wilton Firefighters Local 2233 (the "Union")

Dear First Selectwoman Vanderslice,

On July 19<sup>th</sup>, 2023, the Union filed a grievance with the Town asserting that the Town was in violation of Article 11, Work Week and Overtime: Section A (the "Grievance"). The Grievance was filed pursuant to Article 6 of the CBA and was submitted in accordance with the procedures outlined therein. Accordingly, and, pursuant to the procedures provided in the CBA (Article 6-A.1.—Step 1), the Grievance was submitted to Chief Jim Blanchfield (the "Chief").

On July 27<sup>th</sup>, 2023, the Chief met with certain Union Executive Board members regarding the Grievance discussing the Union's complaints, i.e., (1) that newly hired bargaining unit members were underpaid because of the Town using an incorrect hourly rate and (2) that certain bargaining unit members were underpaid because of the Town using an erroneous step on the wage scale.

On July 28<sup>th</sup>, the Chief sent a letter to Union President Mandel, granting the grievance as it pertains to firefighter McEwan in that he was in fact paid the trainee wage scale as opposed to Step 1 during the period of his first day of employment until they were assigned to a shift. In effect he was underpaid. The rest of the grievance was denied.

We respectfully submit this letter to you, and the Town (pursuant to Article 6-A.2. of the CBA—Step 2), in support of the Union's position regarding the Grievance.

We appreciate your thoughtful and dutiful consideration, and we look forward to resolving this matter with you in the most efficient and expeditious manner possible.

By way of background, the grievance involves the wages paid to Firefighters Zac Terenzio, Michael Baumblatt, Zach McEwan, Daniel Tatun, and Megan Morra during the period from their first day of employment until they were assigned to a shift, when they were on day shift (8-hour workday, Monday-Friday.) During that period, the firefighters were paid using an hourly rate based on the "24-hour shift schedule" (24-hours on, 72-hours off) instead of the rate used to pay "day" personnel (Monday-Friday, 8 hours a day.)

Article 11 of the CBA clearly describes the work schedules for bargaining unit members. One work schedule is the "shift schedule," described as "one day of twenty-four (24) hours... for an average of forty-two (42) hours per week."<sup>1</sup> The other schedule is the "day shift" described as "... five (5) days per week, forty (40) hours per week."<sup>2</sup>

New firefighters have always begun their careers on the day shift schedule. They report to work Monday through Friday, and work 8 hours per day. During this time, they are “day shift” personnel under Article 11 of the CBA. After a period of time determined by the Chief, (typically 5 weeks) said firefighters are assigned to a shift. At that time, they become “shift schedule” personnel under Article 11 of the CBA.

Appendix A of the CBA sets forth the employee’s annual salary in a grid with steps based on such employee’s seniority. The Town of Wilton finance department pays the bargaining unit member his/her annual salary by calculating an hourly rate, and, applying that rate to the hours worked by the bargaining unit member for each pay period<sup>iii</sup>. While the CBA provides that 2,190 hours will be used to determine the hourly rate for shift schedule personnel, there is no hour amount listed for day shift personnel. Using the same math that is used to determine the 2,190 annual hours for shift schedule personnel would result in 2,080 hours for day shift personnel. Accordingly, to determine the hourly rate, one would locate the appropriate base salary in the wage scale, and then divide that salary by the annual hours to determine the hourly rate for the relevant work schedule<sup>1</sup>.

Other “day schedule” employees, such as the Fire Marshal and Deputy Fire Marshal, are on the 40-hour work schedule, (8 hours a day, Monday-Friday) have their hourly rate calculated based on working 2,080 hours per year and are paid based on that rate. It is important to note that day shift members would never be able to reach their base salary as described in Appendix A if the calculation for their hourly rate was made based on 2,190 hours worked per year. Accordingly, the Town should not calculate any day shift employees’ hourly rate using 2,190 hours.

The leadership of Local 2233 appreciate a strong working relationship with the Town and looks forward to continuing a positive relationship for years to come. We are available to meet with the Board of Selectmen to discuss any of our positions outlined above, or this matter generally, and we sincerely and hopefully would like to resolve this issue in an efficient and effective matter.

Sincerely,

  
\_\_\_\_\_  
Gary Mandel  
President, Wilton Firefighters Local 2233

  
\_\_\_\_\_  
Mike Wydra  
Vice-President, Wilton Firefighters Local 2233

  
\_\_\_\_\_  
Noah Fouad  
Secretary, Wilton Firefighters Local 2233

  
\_\_\_\_\_  
John Edwards  
Secretary, Wilton Firefighters Local 2233

---

<sup>1</sup> For “Shift schedule” employees, the calculation is made based on working 2,190 hours per year. If the affected employees’ hourly rate is calculated based on the 42-hour work schedule while they are assigned to day training, they will be paid less than their contractually negotiated base salary as described in Appendix A of the CBA

Cc: Joshua S. Cole, Second Selectman  
Kimberley Healy, Selectwoman  
Basam Nabulsi, Selectman  
Ross Tartell, Selectman  
Matthew Knickerbocker, Town Administrator  
Sarah Taffel, Human Resources  
Chief Jim Blanchfield  
Lou DeMici, Secretary UPFFA  
Marshall Segar, Esq

---

<sup>1</sup> *Agreement Between the Town of Wilton and Local 2233 International Association of Firefighters, AFL-CIO July 1, 2022-June 30, 2025. Article 11- Work Week and Overtime, Clause A, subpart 1.*

<sup>#</sup> *Agreement Between the Town of Wilton and Local 2233 International Association of Firefighters, AFL-CIO July 1, 2022-June 30, 2025. Article 11- Work Week and Overtime, Clause A, subpart 2.*

<sup>#</sup> *Agreement Between The Town of Wilton and Local 2233 International Association of Firefighters, AFL-CIO July 1, 2022-June 30, 2025. Appendix A. Section 1- Wage Scale*

# WILTON FIRE DEPARTMENT

236 Danbury Road  
Wilton, Connecticut 06897  
(203) 834-6246 Administration  
(203) 834-6249 Fire Marshal

July 28, 2023

Gary Mandel, President  
IAFF Local 2233, Wilton Firefighters  
Wilton, CT 06897

**Re: 07.19.2023 Grievance – Article 11 CBA**

Dear President Mandel:

On July 19, 2023, Local 2233 (the "Local") submitted a written grievance alleging a violation of Article 11, of the Agreement between the Town of Wilton ("Town") and the Local. By this grievance, the Union makes two claims:

- 1) that "newly hired firefighters" have been underpaid for the period of time from the first day of employment until they were assigned to their shift. and
- 2) that, "in some instances" per the Local, "wages were paid using an incorrect wage scale (i.e., trainee instead of step 1)".

On July 27, 2023, the Local and I met to discuss the specifics of the grievance. Representing the Local were John Edwards and Michael Wydra. After this meeting, and after my review of the Agreement and specific facts surrounding the grievance, I:

- **DENY** Part 1 of the grievance as the claim that "newly hired firefighters" have been underpaid for the period of time from the first day of employment until they were assigned to their shift. and
- **GRANT** Part 2 of the grievance as and for probationary firefighter Zachary McEwan, in that with him, he was in fact paid the trainee wage scale during the period in question, as opposed to Step 1.

As far as Part 2 goes, I have forwarded this to the Human Resources Department to correct FF McEwan's pay discrepancy.

Very truly yours,

  
James P. Blanchfield  
Fire Chief  
Wilton Fire Department

Cc: Sarah Taffel, Human Resources Director  
Matthew Knickerbocker, Town Administrator  
J. Casey Healy, Wilton Fire Commission Chairperson



**Wilton Fire Fighters**  
Local No. 2233 • P.O. Box 791 • Wilton, CT 06897

Chief Jim Blanchfield  
Wilton Fire Department  
236 Danbury Road  
Wilton, CT 06897

July 19<sup>th</sup>, 2023

Chief Blanchfield,

Local 2233 is filing this grievance following a violation of the Collective Bargaining Agreement; Article 11, Work Week and Overtime; Section A. Specifically, during the weeks of day training for newly hired firefighters, the Town underpaid them based on a 42- hour workweek instead of the 40- hour work-week. In some instances, the wages were paid using an incorrect wage scale (i.e., trainee instead of step 1).

Local 2233 is available to discuss this issue and anticipate a timely and amicable resolution. Please contact me as to a date to meet or to answer any questions you may have about this issue.

Sincerely,  
Gary Mandel

President  
Local 2233, IAFF

Received

Chief Jim Blanchfield, WFD  
(initial and date)

7/19/23

Witnessed

President Gary Mandel, L2233  
(initial and date)

7/19/23

## **ARTICLE 9 - ACTING POSITIONS**

Whenever an employee is required to work in a Higher Rated Position for eight (8) hours or more, such employee shall be paid at the rate of the acting position for all hours actually worked in said Higher Rated classification.

## **ARTICLE 10 - BULLETIN BOARD**

The Town agrees to permit the Union continued use of the Bulletin Board in the Fire House for its official notices. The Union agrees that the Chief of the Department will have final approval of all such notices prior to their posting, and the Town agrees that such approval shall not be unreasonably withheld. Notices of meetings of the Local shall not require prior approval of the Chief of the Department.

## **ARTICLE 11 - WORK WEEK AND OVERTIME**

A. Employees will be assigned to one of the following regular work schedules:

1. **Shift schedule** - The regular work schedule shall consist of one (1) day of twenty-four (24) hours from 0700 hours to 0700 hours, followed by three (3) days off, for an average of forty-two (42) hours per week.
2. **Day Shift** - The regular work schedule shall consist of five (5) days per week, forty (40) hours per week.
3. **Station Captain** - The regular work schedule shall consist of one (1) day of twenty-four (24) hours from 0700 hours to 0700 hours, followed by three (3) days off. The Station Captain will have an average work week of forty-two (42) hours. The Station Captain will earn overtime whenever he/she works in excess of his/her regular assigned work schedule. In addition, the Station Captain shall work an extra twelve (12) hours each twenty-eight (28) day work cycle. These twelve (12) hours shall consist of four (4) hours worked on each shift other than his/her own. The Station Captain will be paid for these twelve (12) hours at the rate of time and one half (1-1/2) the regular rate of pay.

B. Whenever an employee, other than the Fire Marshal, works in excess of his regular assigned work week or work schedule, he/she shall be paid the actual number of hours of overtime worked at the rate of time and one-half (1-1/2) the regular rate of pay. If an employee, other than the Fire Marshal, is called back from off-duty to work overtime, he/she shall be paid for a minimum of two (2) hours.

The Fire Marshal shall be eligible for overtime only with the express approval of the Chief of the Department or his designee or in accordance with Wilton Fire Department standard operating procedures (e.g., blanket authorization for overtime to respond to fires at request of commanding officer), and overtime

requested must be for hours worked in excess of the regular assigned work week. If overtime is approved by the Chief of the Department or his designee, the overtime will be worked at the rate of time and one half (1-1/2) the regular rate of pay. If the overtime is approved and the Fire Marshal is called back from off duty to work the overtime, the Fire Marshal shall be paid for a two (2) hour minimum call-back. However, the two (2) hour minimum call-back does not apply to hours worked contiguous to the regular work day or to prearranged, non-emergency events conducted outside of the regular work day.

- C. Should the State or Federal Department of Labor require the Town to pay overtime over forty (40) hours, the Union agrees it will promptly meet with the Town to modify the schedules in A above so as to eliminate the requirement for the overtime pay.
- D. Shift fire fighters shall remain on duty until they have been relieved by their counterpart on the following shift.
- E. The Fire Chief may hold over shift personnel in the event of a storm or emergency, provided 1) firefighters are held over based on a rotating list; 2) there is insufficient callback response as determined by the Chief; 3) the callback was initiated at least 12 hours before the end of the shift; and 4) personnel held over shall not be held over for more than 24 hours.

## **ARTICLE 12 - INSURANCE AND PENSIONS**

- A. During the term of this Agreement, the Town agrees to provide the following group hospitalization, surgical and medical benefits for employees and their eligible family members, under the following conditions:

- 1. Effective July 1, 2020, the Anthem High Deductible Health Plan ("HDHP") with Health Savings Account ("HSA") will be replaced with the State Partnership Plan 2.0 with Anthem Blue Cross and Blue Shield, which includes the State BlueCare POS medical benefits, CVS Pharmacy benefit, and Health Enhancement Program ("HEP") through WellSpark for all eligible employees and dependents. The Town will ensure that there is no lapse in coverage in the transition from the in-place Anthem high deductible health plan with health savings account to the State Partnership Plan 2.0. It is understood that the rules, regulations, and determinations of Anthem, as well as the existing terms and conditions of the State Partnership Plan 2.0 agreements with the Town, shall be binding on all parties.

The Monthly Service Fee charged by the banking institution at which the employees' and retirees' (if their HSA account is still maintained by the Town's designated financial institution) HSA's are established will be paid by the Town through June 30, 2021 as permitted by the financial institution. All other fees associated with the employee's HSA's shall be responsibility of the employee to pay.



**APPENDIX A**

**SECTION 1 - WAGE SCALE** General Wage Increases of 3.00% in FY '23, 2.75% in FY '24, and 2.5% in FY '25.

The first 3.00% General Wage Increase will be effective retroactive to July 1, 2022. The second 2.75% General Wage Increase will be effective July 1, 2023, and the second 2.75% increase will be calculated on the figure that results from applying the first 3.00% General Wage Increase to the wage rates in existence as of June 30, 2022.

The hourly wage calculation shall be determined by dividing Appendix "A" wage rates by 2,190 hours per fiscal year.

<b>Firefighter Hired Before July 1, 2004</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
July 1, 2022	72,976	76,473	80,147	83,995	88,030
July 1, 2023	74,982	78,576	82,351	86,305	90,451
July 1, 2024	76,857	80,541	84,410	88,463	92,712

<b>Firefighter Hired on or After July 1, 2004</b>	<b>Trainee</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
July 1, 2022	67,541	69,630	72,976	76,473	80,147	83,995	88,030
July 1, 2023	69,399	71,545	74,982	78,576	82,351	86,305	90,451
July 1, 2024	71,134	73,334	76,857	80,541	84,410	88,463	92,712

<b>Lieutenant</b>	<b>1</b>	<b>2</b>
July 1, 2022	90,591	93,944
July 1, 2023	93,082	96,528
July 1, 2024	95,409	98,941

<b>Captain</b>	<b>1</b>	<b>2</b>	<b>3</b>
July 1, 2022	96,705	99,991	104,515
July 1, 2023	99,364	102,741	107,389
July 1, 2024	101,848	105,310	110,074

<b>Station Captain</b>	<b>1</b>
July 1, 2022	113,730
July 1, 2023	116,857
July 1, 2024	119,778

<b>Inspector</b>	<b>Trainee</b>	<b>1</b>	<b>2</b>	<b>3</b>
July 1, 2022	108,269	112,780	116,101	119,533
July 1, 2023	111,247	115,881	119,293	122,820
July 1, 2024	114,028	118,778	122,276	125,890

<b>Deputy Fire Marshal</b>	<b>Trainee</b>	<b>1</b>	<b>2</b>	<b>3</b>
July 1, 2022	107,864	112,359	116,176	120,127
July 1, 2023	110,830	115,448	119,371	123,430
July 1, 2024	113,601	118,335	122,355	126,516

<b>Fire Marshal</b>	<b>Trainee</b>	<b>1</b>	<b>2</b>
July 1, 2022	116,285	121,130	127,889
July 1, 2023	119,483	124,461	131,406
July 1, 2024	122,470	127,573	134,691

All members shall receive their pay via direct deposit as soon as reasonably practicable after the execution of the FY '13 to FY '16 collective bargaining agreement with the understanding that members shall still receive a paper paystub and/or electronic notification of same.

Terms of Service necessary to promote to the next step shall be determined from date of hire or promotion.

**Fire Fighter**

Any employee with less than one (1) year of service in their classification shall be paid at Step 1 of the range of their classification with the exception that any newly-hired employee who must attend the Connecticut Fire Academy or equivalent shall be paid at the Trainee step until such time as he/she graduates from the Connecticut Fire Academy or equivalent at which time, his/her pay rate shall be increased to Step 1. Any employee who has completed one (1) year but less than two (2) years of service in their classification shall be paid at Step 2 of the salary range of their classification. Any employee who has completed two (2) years but less than three (3) years of service in their classification shall be paid at Step 3 of the salary range of their classification. Any employee who has completed three (3) years but less than four (4) years of service in their classification shall be paid at Step 4 of the salary range of their classification. Any employee who has completed four (4) or more years of service in their classification shall be paid at Step 5 of the salary range of their classification. Any employee who has completed five (5) or more years of service in their classification shall be paid at Step 6 of the salary range of their classification.

### Lieutenant

Future appointments to the position of Lieutenant shall be subject to the posting, bidding and testing provisions of Article 8 as well as the conditions set forth in Article 8, Section E.

Any employee with less than one (1) year of service in his/her classification shall be paid at Step 1 of the range of his/her classification. Any employee who has completed one (1) year but less than two (2) years in his/her classification shall be paid at Step 2 of the salary range of his classification.

### Captain

Any employee with less than one (1) year of service in his/her classification shall be paid at Step 1 of the range of his/her classification. Any employee who has completed one (1) year but less than two (2) years in his/her classification shall be paid at Step 2 of the salary range of his classification. Any employee who has completed two (2) years but less than three (3) years in his/her classification shall be paid at Step 3 of the salary range of his classification.

### Station Captain

Future appointments to the position of Station Captain shall be subject to the posting, bidding, and testing provisions of Article 8 as well as the conditions set forth in Article 8, Section H.

### Inspector

If an Inspector is appointed from the rank of Fire Fighter or Lieutenant, he/she shall receive the pay as in Step 1 of Inspector. If an Inspector is appointed from the rank of Captain, he/she shall receive the pay as in Step 2 of Inspector if he/she occupied Step 1 or Step 2 of the Captain's wage scale, or he/she shall receive the pay as in Step 3 of Inspector if he/she occupied Step 3 of the Captain's wage scale. Any employee who is hired or appointed to the rank of Inspector without possessing the Fire Marshal Certification at the time of employment or appointment shall be paid at the Trainee step until he/she receives his/her Fire Marshal Certification at which time, he/she shall receive the pay in Step 1 of Inspector.

Any employee with less than one (1) year of service in his/her classification shall be paid at Step 1 of the range of his/her classification unless specified otherwise in the paragraph above. Any employee who has completed one (1) year but less than two (2) years in his/her classification shall be paid at Step 2 of the salary range of his classification unless specified otherwise in the paragraph above.

### Deputy Fire Marshal

If a Deputy Fire Marshal is appointed from the rank of Fire Fighter or Lieutenant, he/she shall receive the pay as in Step 1 of Deputy Fire Marshal. If a Deputy Fire Marshal is

appointed from the rank of Captain or Inspector, he/she shall receive the pay as in Step 2 of Deputy Fire Marshal if he/she occupied Step 1 or Step 2 of the Captain's or Inspector's wage scale, or he/she shall receive the pay as in Step 3 of Deputy Fire Marshal if he/she occupied Step 3 of the Captain's or Inspector's wage scale. Any employee who is hired or appointed to the rank of Deputy Fire Marshal without possessing the Fire Marshal Certification at the time of employment or appointment shall be paid at the Trainee step until he/she receives his/her Fire Marshal Certification at which time, he/she shall receive the pay in Step 1 of Deputy Fire Marshal.

Any employee with less than one (1) year of service in his/her classification shall be paid at Step 1 of the range of his/her classification unless specified otherwise in the paragraph above. Any employee who has completed one (1) year but less than two (2) years in his/her classification shall be paid at Step 2 of the salary range of his classification unless specified otherwise in the paragraph above.

### Fire Marshal

Future appointments to the position of Fire Marshal shall be subject to the posting, bidding, and testing provisions of Article 8 as well as the conditions set forth in Article 8, Section G. Any employee who is hired or appointed to the rank of Fire Marshal without possessing the Fire Marshal Certification at the time of employment or appointment shall be paid at the Trainee step until he/she receives his/her Fire Marshal Certification at which time, he/she shall receive the pay as in Step 1 of Fire Marshal.

Any employee with less than one (1) year of service in his/her classification shall be paid at Step 1 of the range of his/her classification. Any employee who has completed one (1) year but less than two (2) years in his/her classification shall be paid at Step 2 of the salary range of his classification.