

IN THE MATTER OF AN INTEREST ARBITRATION PURSUANT TO THE *FIRE PROTECTION AND PREVENTION ACT, 1997*

BETWEEN:

The Corporation of the City of Guelph

(“the City”)

and

The Guelph Professional Fire Fighters Association, Local 467, International Association of Fire Fighters

(“the Association”)

Before:

Larry Steinberg, Chair
Harold Ball, City Nominee
Jeffrey Sack, Q. C., Association Nominee

Appearances:

For the Association:

Colin Hunter, Advocate
Chris Davidson, Advocate Assistant
Sven Christensen, Bargaining Member
Chris Dixon, Bargaining Member
Nick Hishon, Bargaining Member
Matt Gervais, Bargaining Member

For the City:

Julia Nanos, Counsel (on December 14, 2018)
Mark H. Mason, Counsel (on March 6, 2019)
Colleen Clack, Deputy CAO-Corporate Services
David Godwaldt, General Manager, Human Resources
John Osborne, Fire Chief,
Steven Goode, Deputy Chief
Dave Elloway, Deputy Chief
Misty Taylor, Human Resources Advisor

Hearings held in Guelph, Ontario on December 14, 2018 and March 6, 2019

Award

[1] This interest arbitration relates to the renewal of the Collective Agreement that expired on December 31, 2017.

[2] The City has a population of approximately 132,000 people, with an additional approximately 6500 people living in Guelph Township which is also serviced by the City's Fire Services.

[3] There are approximately 166 employees in the bargaining unit allocated as follows: Fire Suppression (148), Communications (8), Training Division (2), Mechanical Division (1) and Fire Prevention (7).

[4] In determining the outstanding matters, we have been guided by the criteria identified in subsection 50.5(2) of the *Fire Protection and Prevention Act, 1997* ("FPPA"). In addition to "all factors the board considers relevant", these criteria are as follows:

1. The employer's ability to pay in light of its fiscal situation.
2. The extent to which services may have to be reduced, in light of the decision, if current funding and taxation levels are not increased.
3. The economic situation in Ontario and in the municipality.
4. The comparison, as between the firefighters and other comparable employees in the public and private sectors, of the terms and conditions of employment and the nature of the work performed.
5. The employer's ability to attract and retain qualified firefighters.

[5] Applying the foregoing criteria and considering the well-known and accepted principles of interest arbitration, including replication, and having considered the submissions and material filed by the parties, the renewal Collective Agreement will include the terms and conditions of the expired collective agreement, all matters agreed to by the parties in collective bargaining and the matters awarded below

[6] This case took a slightly different path than many as a result of changing circumstances beyond the control of the parties and within municipal fire services beyond the City.

[7] The parties agreed to a comprehensive pre-hearing exchange of written submissions and data in support of their respective issues and their positions on each other's issues. The Board convened the hearing on December 14, 2018 at which time a resolution was not possible and the Board heard the oral submissions of the parties.

[8] Based on the issues that were outstanding, the Board concluded that additional information was required from the parties. Accordingly, the parties were ordered to produce same to each other and the Board.

[9] The parties reconvened on March 6, 2019 to make additional submissions to the Board. At that time both parties presented information to the Board demonstrating the circumstances that had occurred in the sector following the first day of hearing, including at least three (3) additional fire sector freely negotiated settlements Cambridge, Mississauga and Barrie.

[10] At that point the Board concluded that additional submissions and discussions in the form of a med/arb process would be most productive in trying to reach a resolution and providing the Board with all of the information that it might require should it be required to issue a final decision.

[11] Following further submissions and the involvement of the Board, and despite the hard work of the parties, it became evident to the Board that ultimately the Board would be required to issue an award determining the outstanding issues between the parties.

[12] Given the fulsome discussions between the Board and the parties, the parties have asked for a bottom-line decision to expedite the resolution of this matter and the Board has agreed to do so.

Term

[13] Having regard to the recent trend relating to the duration of collective agreements in the fire sector, the following salary rates shall take effect on the dates set in para. 15 below for a five (5) year agreement to run from January 1, 2018 to December 31, 2022.

New Article: Retiree Health Care Spending Account

[14] Effective January 1, 2019, the Corporation shall provide a post age 65 Retiree Health Care Spending Account applicable only to eligible retired employees, as follows:

The Corporation shall provide a post age 65 Retiree Health Care Spending Account for eligible retired employees who are enrolled in the existing health benefit plan at age 65.

The Retiree Health Spending Account will be available to those eligible retired employees from age 65 to age 70 as of January 1, 2019.

The plan when implemented will have no retroactivity to those eligible retired employees who, prior to January 1, 2019, have exhausted the existing health benefit plan and/or have reached age 65

The annual amount available to eligible retired employees under the plan will be \$3000/year.

In addition to the above, those eligible for the plan must be qualified to receive an unreduced pension at the time of retirement in accordance with the terms established by OMERS; and,

The eligible retired employees must be in receipt of an unreduced pension;

Claims for reimbursement must be made first through the Ontario Health Insurance Plan (OHIP), the Ontario Drug Plan (ODP), or other such public or provincial insurance plan as may be applicable.

Reimbursement will be provided for medical or dental expenses to the extent those expenses exceed the coverage available from OHIP, ODP or other applicable public insurance plan.

The Retiree Health Care Spending Account will be applicable to the eligible retired employees and spouse only (to a combined maximum of \$3000/year).

The Retiree Health Care Spending Account will be non-cumulative. There is no redeemable cash value. In the event that the eligible retired employees (and spouse when applicable) do not exhaust the maximum entitlement for the year, the balance cannot be carried over into the subsequent year.

Salaries

[15] First Class Firefighters

January 1, 2018	\$99,125
January 1, 2019	\$101,017
January 1, 2020	\$103,047
January 1, 2021	\$105,029
January 1, 2022	\$106,809

[16] All other classifications to be adjusted accordingly.

[17] **Suppression Grid:**

Effective date of award for new hires: 60%/70%/80%/90%/100%

[18] **Communication Grid:**

Effective on the dates below:

January 1, 2020: 60%/65%/70%/80%/87%

January 1, 2021: 60%/65%/70%/80%/90%

no one to be negatively affected by the changes above except new hires

[19] The City shall make all reasonable efforts to ensure that retroactive wages are paid within 45 days to current employees and within 90 days to those who have left the bargaining unit.

Article 13:05

[20] Amend effective date of award—16% to 18% and 20 hours to 60 hours.

[21] All previously agreed items are awarded as agreed except as awarded herein

[22] The Board will remain seized until the parties enter into a formal Collective Agreement.

Dated at Toronto, Ontario this 18th day of March, 2019



Larry Steinberg, Chair

“I dissent in part”

Harold Ball, City Nominee

“I dissent in part”

Jeffrey Sack, Q.C., Association Nominee