

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

BETWEEN

THE CORPORATION OF THE TOWN OF BRADFORD
(the “Town”)

and

**BRADFORD PROFESSIONAL FIRE FIGHTERS’ ASSOCIATION
LOCAL 3940, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS**
(the “Association”)

SOLE ARBITRATOR: John Stout

APPEARANCES:

FOR THE TOWN:

Mark Mason – Hicks Morley

FOR THE ASSOCIATION:

Howard Goldblatt – Goldblatt Partners

Kiran Kang – Goldblatt Partners

MEDIATION HELD SEPTEMBER 20, 2024

HEARING HELD OCTOBER 21, 2024

BACKGROUND

[1] I was appointed pursuant to the *Fire Protection and Prevention Act, 1997*, as amended (“*FPPA*”), to resolve the outstanding issues between the Corporation of the Town of Bradford (“Bradford”) and the Bradford Professional Fire Fighters Association (the “Association”) with respect to a renewal collective agreement.

[2] The parties filed extensive written briefs presenting their positions on the issues remaining in dispute. Mediation occurred on September 20, 2024. The hearing was held on October 21, 2024, at which time the parties made oral submissions to supplement their written briefs.

[3] The Town of Bradford has a population of 47,000 and is located in Simcoe County. Police services are provided by the York Regional Police and the South Simcoe OPP.

[4] The Association represents 45 Fire Fighters employed by Bradford’s Fire Service.

[5] The most recent collective agreement expired on December 31, 2020. For various reasons bargaining between the parties was delayed until the Fall of 2022.

[6] During collective bargaining and at mediation the parties were able to agree upon several amendments to the collective agreement. One of the agreed upon items is that the term of the renewal collective agreement shall be from January 1, 2021 until December 31, 2026. These agreed upon items shall form part of the renewal collective agreement.

[7] Unfortunately, the parties were unable to resolve all matters in dispute, which has led to my appointment. There is no dispute that I was properly appointed and have jurisdiction to resolve the matters remaining in dispute.

STATUORY CRITERIA AND ANALYSIS

[8] I am guided by the legislative criteria set out in the *FPPA*, which includes the following:

- A comparison, as between the employees and other employees in the public and private sectors, of the terms and conditions of employment.
- A comparison of collective bargaining settlements reached in the same municipality and in comparable municipalities, including those reached by employees in bargaining units to which the [*Labour Relations Act, 1995*](#) applies, having regard to the relative economic health of the municipalities.
- The economic health of Ontario and the municipality, including, but not limited to, changes to labour market characteristics, property tax characteristics and socio-economic characteristics.
- The employer's ability to attract and retain qualified firefighters.
- The interest and welfare of the community served by the fire department.
- Any local factors affecting the community.

[9] In addition to the *FPPA* criteria, consideration is given to the well-accepted principles of interest arbitration, which includes the principles of total compensation, demonstrated need, gradualism and most notably replication as informed by comparability.

[10] In crafting this award, I have taken into consideration the relevant comparators. I have also remitted several proposals back to the parties and remained seized. These proposals are matters generally in dispute in the Fire sector and I am of the view that a clearer comparative landscape will soon emerge. If the parties cannot reach an agreement on these proposals within 6 months, then I shall decide them by no later than September 30, 2025.

[11] The parties agreed that I only need to address two issues in my analysis. The first relates to the Town's proposal to modify the wage differential structure

and the second is the Association's proposal regarding prior authorization of drugs and benefits.

[12] The Association raises an issue with respect to the Town's proposal to modify the wage differential structure. The Association argues that the Town's proposal is a late demand and ought not be considered or awarded. The Town takes the position that this is not a late demand, but rather a counter proposal to the Association's healthcare spending account proposal. The Town argues that their proposal is proper and a "normative" trade-off for a health care spending account.

[13] There can be no dispute that the tabling of additional demands after a dispute has been defined is, in the absence of compelling evidence which would justify such a course, considered a violation of the duty to bargain in good faith, see *Ontario Cancer Institute and ONA*, (1989) CarswellOnt5429 (Burkett).

[14] However, the prohibition against tabling late demands is not intended to prevent a good faith proposal that is in direct response to an issue put in dispute by the other side, see *Welland v. Welland Professional Fire Fighters' Association* 2020 CanLII 36022 (Stout). Interest arbitration is an extension of the collective bargaining process, and it is not unusual during bargaining for a party to suggest a trade-off in response to the other side's proposal. In this case, the Town's proposal is in direct response to the Association's healthcare spending account proposal and therefore it is not a late demand. I would have agreed with the Association if the Town's proposal was not tied to the Associations healthcare spending account. If the Association proposal for a healthcare spending account were to be dismissed, so too would the Town's proposal for modification of the wage differential structure.

[15] I am awarding the Association a healthcare spending account, which is becoming normative in the sector. As a trade-off, I am also modifying the wage differential structure to provide the Town with cost savings. This sort of trade-off is

not foreign to the Fire sector, see *Guelph v. Guelph Professional Fire Fighters' Association*, 2019 CanLII 20327 (ON LA). However, I am not awarding the Town's proposal to add a probationary rate at 65%. Instead, I am awarding a reduction in the current Probationary rate from 75% to 65% and six months later 80% to 75% effective January 1, 2025. In my view, such a trade-off is fair and reasonable in the circumstances.

[16] The only other proposal that requires some explanation is the Association's proposal to remove "prior authorization" from any and all benefits.

[17] I dealt with this issue in *Welland v. Welland Professional Fire Fighters' Association* 2022 CanLII 14850 (ON LA), where I stated as follows:

30. I also find that the prior approval requirement represents a substantive and significant restriction or limitation upon access to the prescription drug benefit, see *Barrie (City) and Barrie Professional Fire Fighters Association Local 1753*, 2021 CanLII 32 (ON LA). I agree with the Association that prior approval goes beyond mere administration of the benefit plan and effectively transfers decision making over medical needs from the treating physician to the insurance company who is administering the City's plan. This is not an insignificant restriction or limitation. The example of what occurred with the Association's President illuminates the additional costs and delay in treatment that may occur when such a prior authorization process is employed by a benefit plan administrator. In my view delaying coverage for a medically prescribed drug to treat a chronic condition is unreasonable....

...

34. In terms of the prior authorization issue, arbitrators have recognized the need to contain the costs associated with prescription drug plans, but they do so with the caveat that the treating physician always has the last word. I find it is reasonable to require a high cost drug be obtained from an approved pharmacy, so long as the approved pharmacy is located within a reasonable distance from the workplace. I also take no issue with requirements to purchase certain amounts of maintenance drugs to treat lifelong chronic conditions, which saves on dispensing fees. However, I find it unreasonable to permit an insurance company, who is administering an ASO plan, to

require prior approval and additional medical forms which delays the necessary treatment prescribed by a physician.

[18] I remain of the view that treating physicians ought to have the last word and delaying coverage for a medically prescribed drug to treat a chronic condition is unreasonable. I also have great sympathy and agree with the Association that any delay in providing cancer treatment drugs or anti-depressants is unconscionable. However, the Association's proposal goes further and would apply to any and all benefits. I have not been provided with any evidence of a demonstrated need to address prior authorization for any benefit other than for prescription drugs. Benefit plans are extremely expensive, and cost containment is a valid concern for the Town. However, cost containment cannot come at the price of delaying necessary prescription drug treatment for chronic conditions. Therefore, I have awarded language similar to what has been awarded elsewhere that only applies to prescription drugs.

[19] Any proposal not addressed in this award is dismissed without prejudice to future bargaining.

AWARD

[20] Having regard to the analysis above, we hereby order the parties to enter into a renewal collective agreement that contains all the terms and conditions of the predecessor collective agreement, letters of understanding, and appendices, save and except as amended by the parties' agreement and this award as follows:

- Schedule "A" Wages:
 - January 1, 2021 – 2% – \$103,696.26
 - January 1, 2022 – 2% – \$105,770.19
 - January 1, 2023 – 3.5% – \$109,472.15
 - January 1, 2024 – 3% – \$112,756.31
 - January 1, 2025 – 3% – \$116,139.00
 - January 1, 2026 – 1.5% – \$117,881.09
 - July 1, 2026 – 1.45% – \$119,590.36

- **New Probationary rates effective January 1, 2025:**
 - **Probationary (months 0-6) 65%**
 - **Probationary (months 7-12) 75%**
- Salary Differentials – Captains & Training Officers: effective January 1, 2025 increase to 118% and effective January 1, 2026 increase to 119%.
- Art. 6 – Holidays: National Truth and Reconciliation Day –remitted back to the parties for 6 months, if not resolved I shall decide by no later than September 30, 2025.
- Art 7.04 – Holiday Pay— remitted back to the parties for 6 months, if not resolved I shall decide by no later than September 30, 2025.
- Art. 8.02 – incorporating LOU re Seniority into Art. 8.
- Art. 9 – Service Recognition Pay: It is understood that service recognition pay will be pensionable earnings as defined by OMERS and the rate incorporating service recognition pay will be used to determine all entitlements under the Collective Agreement that are calculated on the basis of a member's hourly or regular annual salary.
- Art. 11.02 – language regarding new positions in the bargaining unit – incorporating LOU #2 into the CA

NEW Article: 11.02 (renumber the remainder of Article 11)

The Association recognizes that the Town has the right to initiate and create a new position within the bargaining unit. The Association members have a right to apply for new positions.

The salary and terms for new positions will be negotiated between the Town and the Association. The Town can fill the new position before the negotiations are completed.

- Art. 12 – Hours of Work: The 24 hour LOU shall be incorporated into the Collective Agreement (normative language). I shall remain seized should the parties be unable to agree on the 'normative language'.

- Art. 12.04: Firefighters will be provided with a yearly schedule. Any changes to a suppression fire fighter's schedule will require 45 days' notice or as may be mutually agreed between the Chief or her/his designate and the fire fighter.

12.02 - Fire Prevention – Amend to read as follows: Members of the Fire Prevention division shall work a four (4) day per week regular day shift schedule, between Monday to Friday (rotating Monday to Thursday and Tuesday to Friday), to an average of not more than forty (40) hours per week.

12.03 – Training – Amend to read as follows: Members of the Training Division shall work a four (4) day per week regular day shift schedule, between Monday to Friday (rotating Monday to Thursday and Tuesday to Friday), to an average of not more than forty (40) hours per week. This daily start time may be adjusted with 14 days' notice from time to time to accommodate the Department's needs.

- Art. 15.04-15.08 – amended as follows:

Move current Article 15.04 to become 15.08 and add new 15.04 as follows:

~~There shall be no carry over of vacation from one vacation year to the next without written authorization by the Chief or his designate.~~

15.04 Notwithstanding the provisions of Article 15.02 and Article 15.03 of the collective agreement, and any practices related to their interpretation and application, the following shall be applicable regarding the interpretation of Articles 15.02 & 15.03:

- a) For employees hired during any given year, their vacation entitlement in that year of hire shall be 1 day (0.5 credits for employees on 24 hour shifts (hereinafter referenced as "credits") of vacation for every 5 weeks of completed service. This vacation entitlement shall be calculated at the time of hiring and be deposited in the employee's vacation bank. If the employee's employment ceases for any reason during that year of hire, paragraphs 2 and 3 below shall be applicable.
- b) Effective January 1st of each year thereafter, employees shall receive their annual vacation entitlement in their vacation bank.

- c) Where an employee will achieve a new milestone and increased vacation entitlement in accordance with Article 15.02 during the year, the employee shall receive the full increased allotment effective January 1st of that year without proration (ie. they do not need to wait until their anniversary date to get the increased vacation entitlement).
- d) In the year an employee ceases employment with the Employer for whatever reason, the employee shall have their vacation entitlement which was granted to them in full on January 1st prorated based on their length of service in the final year and payout/recovery of vacation time addressed pursuant to 15.05 and 15.06.

NEW Article 15.05

Under the foregoing provisions, where an employee has not used their full vacation entitlement for that year at the time their employment with the Employer ceases for any reason (“any reason” includes but is not limited to retirement, resignation or termination), the employee shall be entitled to a payout of the remaining balance of their earned vacation time/credits.

NEW Article 15.06

Under the foregoing provisions, where an employee has used more than their full vacation entitlement for that year at the time their employment with the Employer ceases for any reason, the Employer shall be entitled to deduct from any remaining payments to the employee the overused vacation and the employee shall be required to repay the Employer for the overused vacation in the event there are no final payments owed to the employee.

NEW Article 15.07

The parties agree that Schedule “A” provides examples for ease of reference in understanding the parties’ expectations going forward.

15.08 Renumber the current 15.04 to become 15.08

- Art. 15.09 – Employer proposal regarding vacation accrual— remitted back to the parties for 6 months, if not resolved I shall decide by no later than September 30, 2025.

- Art. 16 - Paid Sick Leave:

16.01 Each firefighter shall be entitled to a maximum of ten (10) leave days of absence with pay in any calendar year (equal to five (5) 24-hour shifts) for incidental sickness or accident. The sick leave credits of any firefighter shall be non-cumulative.

16.02 removed. (payout provision)

- Art. 17 & 18 - STD and LTD: STD remains status quo at 75%; LTD increases to 75% with \$10,000 cap.
- Art. 18.05- Accrual of vacation and time off— remitted back to the parties for 6 months, if not resolved I shall decide by no later than September 30, 2025.
- Art. 19 - Benefits - Master Benefit Policy; 19.04 – Amend to read as follows:

The Carrier will determine whether a charge is eligible in accordance with the terms of the insurance contract. ~~A copy of the insurance policy will be given to the Association.~~ **The Employer shall provide the Association with all relevant documents relating to the benefits plan on a timely basis.** Each firefighter will be provided with a booklet describing the benefits and eligible charges.

- Art. 19- Benefits- Effective as soon as possible but no later than January 1, 2025 increase as follows:
 - Art. 19.02 (d) - Vision Care: Deductible-nil
 - 100% reimbursement of eligible charges to a maximum of \$600 every 24 months for prescription eyeglasses or contact lenses.
 - 100% reimbursement towards the cost of the eye examinations to a maximum of \$125, every 24 months.
 - Art. 19.02 (e) – Benefits – Mental Health

The employer shall provide \$4000 / year mental health coverage as provided by Psychologist, Master of Social Work (MSW), Social Worker/Counsellor, Psychiatrist and Psychotherapist coverage for active members, spouse and dependents.

- Art. 19.02 (h) – Amend as follows effective Jan 1/25:

Dental

Deductible – Nil

100% reimbursement for eligible charges, up to amount specified in the current, less one year, Ontario Dental Association Fee Guide for General Practitioners. Eligible charges include complete oral examinations once every 3 years and recall examinations once every six months.

Orthodontics on a 50% co-insurance basis subject to a maximum of **two thousand five hundred dollars (\$2,500)** ~~one thousand five hundred dollars (\$1,500)~~ lifetime coverage per dependent child under the age of 18 years.

Major Restorative on a 50% co-insurance basis subject to a maximum of **three thousand dollars (\$3,000)** ~~one thousand two hundred dollars (\$1,200)~~ lifetime coverage for each benefit year.

- Art. 19 – Paramedical benefits increase:
 - Massage therapy: \$750 effective as soon as possible but no later than January 1, 2025 and \$1000 effective January 1, 2026.
 - Chiropractic: \$650 effective as soon as possible but no later than January 1, 2025.
 - Naturopath: \$500 effective as soon as possible but no later than January 1, 2025.
 - Osteopath: \$500 effective as soon as possible but no later than January 1, 2025.
 - Chiropodist/Podiatrist - \$500 effective as soon as possible but no later than January 1, 2025.
 - Physiotherapy: \$2000 effective January 1, 2026

- Art 19.03 – Retiree Benefits: Amend language to read:

~~The Town agrees to pay 80% of the premium cost for retiree benefits to provide benefits to age 65 for hospital-medical, extended health plan including drug and vision and dental.~~

The Town shall pay 100% of the premium cost of the following benefits for Employees who retire with an unreduced pension as defined by OMERS from the date of retirement to age 65:

- (a) Extended Health Plan, including Prescription Drugs;**
- (b) Dental Plan;**
- (c) Vision Care Plan**

- New- Health Care Spending Account (HCSA)

Post 65 Health Care Spending Account (HCSA): The Town shall provide an annual “Post 65 HCSA” of twenty-five hundred dollars (\$2,500) per calendar year for retirees between the ages of sixty-five (65) and seventy-five (75) who retire on or after January 1, 2024. The following conditions apply:

- (i) The HCSA will commence on the 1st of the month following the retiree’s 65th birthday and will end the day prior to their 75th birthday.
- (ii) The HCSA will be applicable to the eligible retired employee and spouse only to a combined maximum of twenty-five hundred dollars (\$2,500) per calendar year. The HCSA will be pro-rated for the first year from the retiree’s 65th birthday until the end of the calendar year. The HCSA will be pro-rated for the retiree’s last year prior to the day of their 75th birthday.
- (iii) In order to be eligible for the HCSA, a retiree must meet the following criteria:
 - The employee must be eligible to receive an unreduced pension at the time of retirement in accordance with the terms of OMERS;
 - The employee must be in receipt of an unreduced pension from OMERS;

- The employee must have had at least ten (10) years of continuous employment as a full-time employee of Bradford West Gwillimbury Fire and Emergency Services immediately prior to their time of retirement.

(iv) Claims for reimbursement must be made first through the Ontario Health Insurance Plan (OHIP) and the Ontario Drug Plan (ODP) and other public and provincial and federal insurance as may be applicable. Reimbursement will be provided for medical or dental expenses to the extent that these expenses exceed coverage available from OHIP and ODP and other applicable public and provincial and federal insurance plans and are permitted by the Canada Revenue Agency (CRA).

(v) The HCSA will be non-cumulative. There is no redeemable cash value. In the event that the eligible retired employee (and spouse when applicable) does not exhaust the maximum entitlement for the year, the balance cannot be carried over to the next year.

(vi) There are no survivor benefits, if applicable, if the retired employee dies.

(vii) Coverage shall be terminated should the retired employee receive extended health and dental benefits from another employer.

(viii) Details of coverage will be in accordance with the terms and policies of the benefit carrier.

- **Art 19.06 – New-Prior authorization: There shall be no requirement for prior authorization, drug review or approval of any medically prescribed drugs with the notation on the prescription “No substitution”.**
- Art. 20 – Life Insurance-LODD/AD&D: Amend to read as follows (bold text indicates additions to existing language):

Article 20. LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

20.01 The Employer will pay 100% of the premiums to ensure coverage in the amount of double the annual salary of the firefighter from a minimum of \$60,000, to a maximum of \$200,000, as arranged through

a reputable insurance company, **plus accidental death and dismemberment benefit equal to two (2) times the employee's annual salary rounded to the nearest \$1000.**

The AD&D benefit will include a death benefit, equal to two (2) times the active employee's annual salary payable in the event of a line of duty death due to occupational disease as determined by the Workplace Safety and Insurance Board (WSIB).

There shall be no duplication of entitlement under the existing AD&D coverage.

The benefit provided will be governed by and subject to all the terms and conditions of the insurance contract entered into between the Town and the insuring agency.

a) Notwithstanding the foregoing, the following shall apply irrespective of the terms and conditions of the insurance contract entered into between the Town and the insuring agency in the event that the following conflicts with any such terms and conditions:

- 1. Benefit amount is equal to two times the Insured Person's annual earnings on the date WSIB deems the occupational disease as work-related.**
- 2. There shall be no duplication of entitlement under the existing AD&D coverage.**
- 3. Insured Person must belong to a Class of Eligible Employees (that is not considered a retiree class) on the date WSIB deems the occupational disease as work-related.**
- 4. The limitation under the Policy that the loss must occur within three hundred and sixty-five (365) days after the accident causing such loss, does not apply to Occupational Disease Coverage.**
- 5. The limitation that a claim must be submitted within one year of death does not apply under this clause, rather the claim must be submitted within one year from the date of WSIB's decision that the claim was due to an occupational disease.**

6. Assuming that all previous conditions have been satisfied, the death claim will be paid regardless of the date of death.

- Article 31 – New- Sunset Clause: The record of any disciplinary action shall not be referred to or used against an employee at any time after 24 months following such action, provided no other disciplinary action has been taken against that employee within that last 24 month period.
- Art 34 – Association Business – 3 x 24 hour shifts. Remove first sentence of 34.03.

34.01

Association Leave of absence with pay shall be given to members of the Association to address Association business, provided such leave does not exceed a cumulative total of three (3) 24-hour shifts, across the bargaining unit as a whole, per calendar year. Such leave shall be requested in writing to the Fire Chief or his/her designate at least ten (10) days in advance of the date when leave is required unless such notice is impractical and shorter notice will be operationally workable.

34.03

~~Up to three (3) members of the Association shall form the Association's Negotiating Committee for the purpose for collective bargaining.~~ The Association agrees that all negotiations shall take place at no cost to the Town.

- New – WSIB Top-up: remitted back to the parties for 6 months, if not resolved I shall decide by no later than September 30, 2025.
- New - Sick Notes: The Employer shall reimburse 100% of the reasonable cost of all physicians completed forms/notes when requested by the Employer.
- New - DZ License: The Employer shall pay 100% of the cost associated with attaining and maintaining a Class DZ driver's license to a maximum of \$125.

- New – Leave- Maternity/Parental leave top up: Association proposal of 15 weeks pregnancy leave and 10 weeks parental leave at 75%

A member who qualifies for Employment Insurance pregnancy and/or parental leave benefits pursuant to Section 30 of the Employment Insurance Act, S.C. 1996, c/23 as amended, and its regulations, is eligible to receive a supplemental employment benefit from the employer for up to a maximum of fifteen (15) weeks for pregnancy leave and ten (10) weeks for parental leave, or until the employee returns to work from the pregnancy or parental leave, whichever occurs first.

The supplemental employment benefit will be equal to the difference between 75% of the employee's normal, regular weekly earnings, exclusive of premiums and bonuses, and the sum of the employee's weekly Employment Insurance benefit and any other earnings.

Such payments will commence on the first pay period following completion of the applicable waiting period and receipt by the Town of the employee's Employment Insurance stub as proof the employee is in receipt of Employment Insurance pregnancy and/or parental leave benefits.

Should the employee become ineligible, or fail to qualify for, Employment Insurance pregnancy and/or parental leave benefits, the employee will become ineligible for supplemental employment benefits.

A member on maternity/parental leave will be deemed as being at work for the purposes of this Article and references to defining continuous service.

- LOUs: Include 24 hour shift in Collective Agreement as noted above. Renewing ONLY #1, 3, 4, 6
 - Incorporating Seniority LOU into Article 8.02 and then deleting the LOU.

[21] I remain seized to address any error or omission, as well as to deal with any implementation issues, until the parties have signed a new collective agreement.

Dated at Toronto, Ontario this 21st day of November 2024

A handwritten signature in dark ink, consisting of several loops and a long horizontal stroke extending to the right.

John Stout – Arbitrator

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

BETWEEN

THE CORPORATION OF THE TOWN OF BRADFORD
(the “Town”)

and

**BRADFORD PROFESSIONAL FIRE FIGHTERS’ ASSOCIATION
LOCAL 3940, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS**
(the “Association”)

SOLE ARBITRATOR: John Stout

APPEARANCES:

FOR THE TOWN:

Mark Mason – Hicks Morley

FOR THE ASSOCIATION:

Howard Goldblatt – Goldblatt Partners
Kiran Kang – Goldblatt Partners

HEARING HELD BY VIDEOCONFERENCE ON JUNE 15, 2026

BACKGROUND

[1] I was appointed pursuant to the *Fire Protection and Prevention Act, 1997*, as amended (“*FPPA*”), to resolve the outstanding issues between the Corporation of the Town of Bradford (“Bradford”) and the Bradford Professional Fire Fighters Association (the “Association”) with respect to a renewal collective agreement.

[2] On November 21, 2024, I issued an award addressing most of the issues brought forward to interest arbitration (the “November 21, 2024 Award”). In the November 21, 2024 Award, I remitted back to the parties the following proposals:

Association Proposals:

- Article 6 – Holidays: National Truth and Reconciliation Day
- Article 7.03 – Holiday Pay
- Article 18.05 – WSIB Top-up

Employer Proposal:

- Article 15.09 – vacation accrual

[3] Unfortunately, despite their good faith and best efforts, the parties were unable to find an agreement with respect to the proposals remitted back to them. However, the Association did withdraw the Article 7.03 proposal.

[4] The parties filed supplementary material and a hearing was held on the evening of June 15, 2026.

[5] This supplementary award is to be read together with the November 21, 2024 Award.

STATUORY CRITERIA AND ANALYSIS

[6] I am guided by the legislative criteria, which was set out in the November 21, 2024 Award. In addition to the *FPPA* criteria, consideration is given to the well-

accepted principles of interest arbitration, which includes the principles of total compensation, demonstrated need, gradualism and most notably replication as informed by comparability.

[7] The proposals can be grouped into two categories. The first being the additional holiday; National Truth and Reconciliation Day. The second being related to compensation (accrual of vacation, and lieu days, WSIB Top-up,) for employees who are absent from work.

[8] In terms of the additional holiday being sought by the Association, I note that these Firefighters currently enjoy 13 named holidays. The comparative data indicates that similarly situated Firefighters enjoy between 12 and 14 holidays, with 13 being the majority. Some of the comparators also include language providing entitlement to additional days that may be proclaimed by the employer or government.

[9] The Town points out that the closest comparator, Innisfil has only 13 holidays and the South Simcoe Police only have 12 holidays. The Town also points to the additional cost on the proposal and argues that I must take into consideration this additional cost in terms of total compensation.

[10] I am persuaded that the addition of National Truth and Reconciliation Day is warranted. I acknowledge that the additional holiday moves this group of Firefighters to 14 holidays. However, two close comparators also enjoy the same level of benefit (Georgina and Whitchurch-Stouffville) and those entitlements were negotiated several years ago. In addition, as stated in the Association brief, no arbitrator has declined a proposal for awarding this specific holiday, which has special significance to our indigenous people and nation. Therefore, I am awarding National Truth and Reconciliation Day as an additional holiday. I am not awarding the additional language sought by the Association as the parties are going back into negotiations and there is no present demonstrated need to add such language given that these employees enjoy a benefit at the top end of the comparators.

[11] Turning to the remaining proposals, I noted in the November 21, 2024 Award that these issues were generally in dispute in the Fire Sector. I was hopeful that a clearer comparative landscape would soon emerge. Unfortunately, the picture has not become clear. In fact, the issue of compensation while on a leave of absence, particularly while in receipt of WSIB benefits and a top up has remained contentious across the province.

[12] At the same time, I am of the view that more detailed costing is required to understand what the potential costs will be if the Association proposals are granted. When asked how many Firefighters would be affected at the hearing, I was advised that one Firefighter was currently off and in receipt of WSIB benefits.

[13] Finally, given the total compensation that has been provided to these employees this round of bargaining, I am of the view that these issues ought to be dismissed without prejudice to future bargaining.

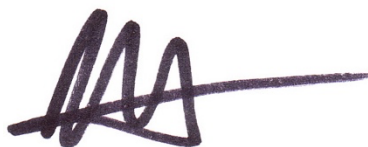
SUPPLEMENTARY AWARD

[14] Having regard to the above, I hereby order the parties to enter into a renewal collective agreement in accordance with my November 21, 2024 Award and including the following:

- Art. 6 – Holidays: National Truth and Reconciliation Day

[15] I remain seized to address any error or omission, as well as to deal with any implementation issues, until the parties have signed a new collective agreement.

Dated at Toronto, Ontario this 15th day of July 2026

A handwritten signature in dark ink, consisting of several loops and a long horizontal stroke extending to the right.

John Stout – Arbitrator