

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

BETWEEN

THE CORPORATION OF THE CITY OF THUNDER BAY
(the “City”)

and

**THUNDER BAY PROFESSIONAL FIRE FIGHTERS’ ASSOCIATION,
LOCAL 193 OF THE INTERNATIONAL FIRE FIGHTERS’ ASSOCIATION**
(the “Association”)

SOLE ARBITRATOR: JOHN STOUT

APPEARANCES:

FOR THE TOWN:

Mark Mason – Hicks Morley
Erin Anderson -Manager, Labour Relations
Dave Paxton – Acting Fire Chief
Martin Hynaa – Deputy Fire Chief
Adele Gigliotti – Executive Assistant
John Bakich – HR Consultant II

FOR THE ASSOCIATION:

Jeffrey Sack K.C. – Jeffrey Sack Law
Mike Palachik – IAFF/OPFFA Advocate
Richard Kelly – IAFF Advocate Apprentice
Dennis Brescacin – President
Mike Knott – Secretary
Robert Wark
Dan Hollinger
Jeff Mahoney

**PROCEEDINGS HELD BY ZOOM VIDEOCONFERENCE ON APRIL 11, 2024, AND
ARBITRATION ON SEPTEMBER 23, 2024**

BACKGROUND

[1] I was appointed pursuant to the *Fire Protection and Prevention Act, 1997*, as amended ("*FPPA*"), to resolve the outstanding issues in dispute between the Corporation of the City of Thunder Bay (the "City" or "Thunder Bay") and the Thunder Bay Professional Fire Fighters Association (the "Association") with respect to a renewal collective agreement. There is no dispute with respect to my appointment or jurisdiction to resolve the issues remaining in dispute between the parties.

[2] The parties filed extensive written briefs (issues, rebuttal, and reply) presenting their positions on the issues remaining in dispute. Mediation occurred on April 11, 2024. The arbitration hearing was held on September 23, 2024, at which time the parties made oral submissions to supplement their written material.

[3] The most recent collective agreement was awarded on February 14, 2020 by a Board of Arbitration Chaired by Kevin Burkett for a term from January 1, 2018 until December 31, 2022, see 2020 CanLII 39894 (ON LA) (the "Burkett Award").

[4] Thunder Bay has a population of approximately 110, 172 (2017). The City is spread out over 322.5 square kilometers comprising of 44 kilometers of Lake Superior shoreline, and interior waterways.

[5] Thunder Bay operates a full-time fire service (the "Fire Department") from eight fire stations. The Fire Department also provides structural firefighting and emergency medical services to 89 square kilometers for the Fort William First Nation Reservation No. 52.

[6] The Association represents approximately 200 members employed by the Town's Fire Department working in the following positions:

- Platoon Chiefs
- Captains
- Suppression Fire Fighters

- Fire Prevention Officers
- Training Officers

[7] The City's police services are provided by the Thunder Bay Police Service.

[8] In collective bargaining and at mediation the parties were able to agree upon several amendments to the collective agreement. These agreed upon items shall form part of the renewal collective agreement.

[9] In addition, both parties have proposed a two year collective agreement, which means that the renewal collective agreement will have expire on December 31, 2024. In the absence of the parties' agreement, I am loathe to impose a longer collective agreement. Therefore, the renewal collective agreement shall be from January 1, 2023 until December 31, 2024.

CONSIDERATIONS AND ANALYSIS

[10] Like most interest arbitrators, I shall not comment on every proposal in this award. I am of the view that, considering the ongoing nature of collective bargaining, it is best (for the most part) to let the parties keep their powder dry to argue another day. Therefore, unless specifically addressed in this award, all outstanding proposals are dismissed without prejudice to future bargaining.

[11] In resolving the issues in dispute, 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.

[12] In addition to the *FPPA* criteria, I have also considered the well-accepted interest arbitration principles found in the jurisprudence, which includes the principles of total compensation, demonstrated need, gradualism and most notably replication as informed by comparability.

[13] As stated in the Burkett Award, the necessary first step in fair and equitable interest arbitration adjudication is the identification and consideration of an appropriate comparator group. In this matter, there is a dispute about the appropriate fire sector comparators. This is not a surprise as the issue of appropriate comparators was front and centre in the last two interest arbitration hearings between these parties, see the Burkett Award and 2017 CanLII 54669 (ON LA) (the "Hayes Award").

[14] In the fire service sector, relevant comparators are generally based on geography and municipal population. In addition, there is a historical acceptance of local police services being a relevant comparator, particularly when it comes to salaries. Both parties accept the relevance of the Thunder Bay Police Services salaries. However, the parties disagree as to the weight that ought to be placed on those salaries.

[15] Thunder Bay represents a unique situation as it is not immediately bordered by any comparable fire services. The City takes the position that there is no true fire service comparators, although they have suggested a number of fire service comparators that could provide some guidance. The Association has put forward a number of fire service comparators, many of which they have previously identified in earlier proceedings.

[16] The Thunder Bay Police have been a historic comparator that cannot be ignored when determining salaries. At the same time, I agree with Arbitrator Burkett who stated in his award that “[I]t cannot be that the Thunder Bay fire service terms and conditions of employment are somehow divorced from the provincial fire sector reality.” I also agree with Arbitrator Hayes where he stated in his award that “consideration of the TBF situation may not be restricted entirely to the experience of local police particularly in a round of provincial fire bargaining where a number of freely negotiated fire settlements have run appreciably ahead of local police wage rates.”

[17] In terms of salaries, the Thunder Bay Police salaries have been determined for 2023. However, those salaries were negotiated in 2021, before inflation became entrenched in the economy. Since that time many fire services, and police services for that matter, have bargained significant wage increases to address inflation.

[18] In my view, a fair and equitable wage adjustment must reflect both the historical relationship with the Thunder Bay Police, as modified by the provincial fire landscape. My award attempts to balance the gaps between the local police and the comparative fire services, in the context of a two year collective agreement that will soon be renegotiated. While the 2023 wages I have awarded are higher than the Thunder Bay Police, they are within the range of earlier gaps between these comparators. The 2024 wage rate maintains the Thunder Bay Fire Fighters relative position in the provincial landscape.

[19] In terms of benefits, the Association seeks a number of benefit increases. I have awarded a number of these proposals that in my view are supported by the comparative data.

[20] The Association has a proposal to add National Truth and Reconciliation Day as a holiday. The regional comparators all have more holidays, including the

holiday sought by the Association. Therefore, I am awarding the Association's proposal.

[21] In light of the fact that this is a two year a collective agreement that will have expired before my award is issued, I have referred a number of proposals back to the parties. In particular, the parties are to strike a joint committee to discuss and produce reports for the next round of bargaining for the following proposals:

- Specialty pay for Training Instructors, Instructors, NFPA Certified Technicians, On-scene Technicians, Incident safety Officer.
- The Division Chief of Administration hours of work.
- Creation of a Captain of Administration.
- Long-term disability insurance, including costing of moving to 100% employer paid benefit.
- Joint return to modified work committee.

[22] I am remitting back the City's proposal for call-backs at a lower rank for 60 days so they can discuss and provide data on the number of call-backs that occur in these circumstances. If the parties cannot resolve the issue, they may bring it back before me for resolution.

[23] In terms of Letters of Understanding (LOUs) and estoppel notices, these issues are remitted back to the parties for 60 days. If the parties cannot resolve the issues then they may request that I resolve the issues and provide additional information or they may defer the issues to the next round of collective bargaining.

AWARD

[24] Accordingly, having regard to the analysis above, I hereby order the parties to enter into a renewal collective agreement that contains all the terms and conditions of the predecessor collective agreement, save and except as amended by this award as follows:

- **Term: two years from January 1, 2023 until December 31, 2024.**

- **Agreed to items: Amend to include all agreed to items**
- **Wages:**
 - **January 1, 2023 - \$109,300**
 - **January 1, 2024 - \$112,600**
- **Wage Differentials:**
 - **Platoon Chiefs** effective date of award increase to 134%
 - **Captains:** effective date of award increase to 119%
- **Schedule “A”:** Effective date of award amend to add 5th Class Fire Fighter:
 - 1st Class 100%
 - 2nd Class 90%
 - 3rd Class 80%
 - 4th Class 70%
 - Probation 60%
 - No current employee shall be negatively affected by the introduction of this amended salary schedule.
- **Art. 12.06 – Overtime:** Amend 30 to after 15 minutes.
- **Art. 12.07 – Banked overtime:** Amend to include suppression firefighters but cap at 84 hours.
- **Article 14.02 - Holidays:** Effective date of award add National Truth and Reconciliation Day.
- **Art. 15.04 – Vacancy:** Amend to provide that permanent vacancies are to be filled within 120 days of being posted.
- **Bereavement Leave:** Add aunt and uncle leave for 12 hours
- **Article 19 - Benefits** – Increase effective as soon as reasonably practicable from the date of this award.
 - **Dental:** Amend to provide current O.D.A.
 - **Paramedical (physio, massage, chiro.):** Increase each by \$100.
 - **Mental Health:** Increase to \$4,000.
 - **Hearing Aids:** Increase to \$1,500 every 48 months.

- **Orthotics:** Increase to \$300 per pair x 2 per year.
- **Dispensing Fee:** Increase from \$10 to \$11.
- **HCSA:** Increase to \$3,000.
- **New: Quarantine:** Add new article as follows:

If an employee is required to be quarantined (self-isolate) as a result of a policy or direction of the employer, or of the government, public health unit, medical officer of health, or the employee's treating physician, the employee's wages and benefits will be maintained by the employer for the duration of the quarantine (self-isolation).

[25] All wage increases to be paid to all members and former members who were employed during any period covered by the term of the renewal collective agreement.

[26] I remain seized until the parties have signed a renewal collective agreement.

Dated at Toronto, Ontario this 3rd day of February 2025.

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

John Stout – Arbitrator