

In the Matter of an Interest Arbitration Established
Pursuant to the *Fire Protection and Prevention Act*, 1997

Between:

The Corporation of the City of St. Catharines

(The “Employer”)

-and-

The St. Catharines Professional Firefighters’ Association, Local 485

(The “Association”)

Arbitrator: Brian Sheehan

Appearances:

For the Employer:

John Saunders - Counsel
Victoria McCorkindale - Counsel
Jeanette Pillitteri - Director, Corporate Support Services
Dave Upper - Fire Chief/Director of Fire Services
Trevor Parker - Deputy Fire Chief
Andrea DeJong - Deputy Fire Chief
Gail Flaminio - Manager, Human Resources
Victoria Woolridge - Human Resources Consultant

For the Association:

Wassim Garzouzi - Counsel
Jeffrey Sack K. C. - Counsel
Rich Kelly - Advocate, IAFF
Carmen Santoro - Advocate IAFF
Ryan Madill - President IAFF Local 485
Mark D’Ilario - Vice-President IAFF 485
Jake Martin - Secretary IAFF Local 485
Liam McGrath - Treasurer IAFF Local 485
Tom LeDrew - Bargaining Committee Member IAFF
Local 485

Hearing Held via Zoom on November 2, 2024
Post Hearing Mediation completed in July 2025

I have been appointed as an interest arbitrator under the Fire Protection and Prevention Act (“FPPA”) to resolve the outstanding issues in dispute between the parties regarding the negotiation of the renewal of their collective agreement that expired on December 31, 2023. No issue or objection has been raised as to my jurisdiction.

Introduction

The City of St. Catharines is the most populous city in the Niagara Region with a population of 136,803 as of the 2021 census. Other municipalities in the Niagara Region include Niagara Falls, Thorold, Welland, Port Colborne, Grimsby, and Lincoln.

The Employer has collective agreements with the following employee groups: CUPE Local 1287 (16 employees), CUPE Local 150 (228 employees), and CUPE Local 157 (179 employees).

The Niagara Regional Police Services provides policing for the Niagara Region.

Structure of the Fire Department

The Employer’s Fire and Emergency Services Department provides emergency services capable of handling a range of emergencies and hazardous situations. The Department is the Employer’s only hazard emergency response entity.

The Bargaining Unit

The composition of the bargaining unit, which is made up of 170 members, is as follows:

Suppression

4 Platoon Chiefs
4 Assistant Platoon Chiefs
4 Acting Assistant Platoon Chiefs
25 Captains
8 Acting Captains
97 Firefighters

Communications

1 Chief of Communications
2 Communications Coordinators
1 Acting Communications Coordinator
10 Communicators
1 Communications Technician

Training

1 Chief of Training
3 Training Officers

Fire Prevention and Public Education

1 Chief of Prevention
1 Acting Chief of Prevention
4 Senior Inspectors
2 Inspectors
1 Public Educator

Positions outside of the bargaining unit are Director of Fire Services/Fire Chief, Deputy Fire Chief, Office Administrator, Administrative Coordinator, and Administrative Support Clerk.

Parties' Bargaining History

The parties' last two collective agreements (2016 to 2018 and 2019 to 2023) were reached through freely negotiated settlements. In this round of bargaining, the parties had seven bargaining sessions; an impasse was reached on June 11, 2024.

Analysis

In assessing the respective positions of the parties, due consideration has been given to the statutory direction set out at Section 50.5(2) of the Fire Protection and Prevention Act (FPPA), which provides as follows:

Criteria

- (2) In making a decision, the arbitrator shall take into consideration all factors the arbitrator considers relevant, including the following criteria:
1. A comparison, as between the employees and other employees in the public and private sectors, of the terms and conditions of employment.
 2. 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.
 3. 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.
 4. The employer's ability to attract and retain qualified firefighters.
 5. The interest and welfare of the community served by the fire department.
 6. Any local factors affecting the community.

The overall guiding principle of interest arbitration is to endeavour to replicate the results that would have been achieved through free collective bargaining. The replication principle is captured in the following often-cited quote of Chief Justice Winkler from the University of Toronto v. University of Toronto Faculty Assn. (Salary and Benefits Grievance) (2006) 148 L.A.C. (4th) 193:

There is a single coherent approach suggested by these authorities which may be stated as follows. The replication principle requires the panel to fashion an adjudicative replication of the bargain that

the parties would have struck had free collective bargaining continued. The positions of the parties are relevant to frame the issues and to provide the bargaining matrix. However, it must be remembered that it is the parties' refusal to yield from their respective positions that necessitates third party intervention. Accordingly, the panel must resort to objective criteria, in preference to the subjective self-imposed limitations of the parties, in formulating an award. In other words, to adjudicatively replicate a likely "bargained" result, the panel must have regard to the market forces and economic realities that would have ultimately driven the parties to a bargain.

The assessment of the parties' respective positions has also been guided by the principles of total compensation and demonstrated need.

The Appropriate Comparators Issue

In a recent decision in the Corporation of the Town of Ajax and Ajax Professional Firefighters' Association (April 29, 2024) unreported (Stout), Arbitrator Stout set out the following analysis regarding the significance of assessing the appropriate comparators in the context of the principle of replication:

Most relevant to the application of the replication principle is objective evidence of comparators, hopefully freely negotiated or imposed by interest arbitration. As stated by Arbitrator Goodfellow in *Bridgepoint Health and CUPE 79* 2011 CanLII 76737 (ON LA), "comparability puts the flesh on the bones of replication, providing the surest guide to what the parties would likely have done, in all the circumstances, had the collective agreement been fully and freely bargained." In addition, comparability provides objective data of what the economic market can bear and what similarly situated employees are receiving as compensation (the equitable principle of equal pay for work of equal value). The most relevant comparators are those collective bargaining relationships that most closely mirror the situation before the interest arbitration board, which includes similar type services/enterprises with similar employee classifications working in similarly situated communities.

The Association asserted that a review of the relevant jurisprudence establishes that other municipal fire services and local police services are the most appropriate comparators. On this point, particular reliance was placed upon the following reasoning of Arbitrator Burkett in The Corporation of City of Vaughan and Vaughan Professional Firefighters Association (November 25, 2022), unreported, (Burkett):

As I stated in a recent (July 7, 2022) City of Ottawa and Ottawa Professional Firefighters Association interest award “Public Safety comparators (i.e. Police and Fire) must be given more weight. Public safety comparators provide guideposts in the negotiation of a collective agreement covering employee issues who risked personal safety in protecting the public safety especially where, as here, comparator public safety collective agreements are in place for the period under negotiation”.

The Association further submitted that in keeping with the following commentary of Arbitrator Stout in Corporation of the City of Welland v. Welland Professional Fire Fighters’ Association Local 481, International Association of Fire Fighters, 2020 CanLII 36022 (ON LA), that collective bargaining results in the fire sector across the province should also be considered:

I have paid particular attention to the local comparators, but I have also considered the provincial landscape and what may be seen as normative in the Ontario fire sector, while keeping in mind the concept of total compensation.

The Association asserted that fire services in the following municipalities: Niagara Falls, Burlington, Oakville, Welland, and Hamilton, as well as the Niagara Regional Police Service (NRPS), comprise the appropriate comparator grouping.

A key point of emphasis of the Employer pertaining to the appropriate comparators issue is the requirement, pursuant to the revised criteria set out in Section

50.5(2) of FPPA that an interest arbitrator is obligated to consider “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...”. Accordingly, it was submitted that the comparative analytical focus should not be restricted to only bargaining in the fire services sector, but consideration must include, for example, the results associated with the Employer’s bargaining with respect to its other municipal bargaining units, including employees in the CUPE Local 150 (Inside/Outside employees) and CUPE Local 1287 (Museum Employees).

In the fire services sector, the Employer focused on two comparator groupings: the first was based on municipalities that it viewed as comparable due to population and other factors, such as the number of stations, full-time suppression firefighters, and relative call volume. This grouping included the fire services in the following municipalities: Kingston, Thunder Bay, Oshawa, Windsor, Barrie, Cambridge, Guelph, Kitchener, Waterloo, and Burlington. The second comparator grouping involved Niagara Region comparators, which included the fire services in Port Colborne, Welland, Niagara Falls, and Thorold, as well as the NRPS.

With respect to the appropriate comparators issue, it is noted that the local Niagara Region fire sector comparators are not of particular relevance as none of those fire services have an agreement in place for the relevant 2024-2026 years. Additionally, while consideration was given to the settlements reached by the Employer with its other unionized groups, the parties’ submissions and the analysis undertaken was particularly tied to and focused upon the comparators in the fire sector and the NRPS.

In terms of the issues in dispute, the most contentious issue, as is often the case, related to salaries, as the parties' respective positions were far apart. In fire services sector bargaining, when comparing the annual salary levels of the pertinent comparators, the timing of the settlement or award associated with those salary levels can be of significant importance. The parties' last collective agreement was for a five-year term, with 2023 being the final year. A review of the salary levels of a number of the comparators, including those relied upon by the Employer, reveals that in 2023, the St. Catharines salary level fell significantly behind on a relative basis. In particular, an Employer chart with respect to the fire services wage end rate indicates that during the final years of the last collective agreement, the rate of pay of a first-class firefighter in St. Catharines, compared to the average of the Employer's grouping of comparators, shows an increasing deficit as follows: 2019 (+\$153); 2020 (-\$45); 2021(-\$78); 2022 (-\$108); and 2023 (-\$994). The rather significant 2023 salary gap reflects the fact that recent settlements and awards have squarely addressed the substantial and entrenched impact of the inflationary rise in 2022 and 2023.

In terms of assessing the parties' respective positions with respect to salaries, the following observations of Arbitrator Hayes in The Corporation of the City of Guelph and the Guelph Professional Firefighters Association, Local 467 2017 CanLII 7602 (ON LA) are adopted:

- The economic criteria identified in ss. 50.5(2) of the governing statute, *FPPA*, must be considered.
- *FPPA* requires comparisons between the firefighters at issue and other comparable public sector employees. It is axiomatic that the class of comparable employees must include firefighters.

- Wage rates obtained by firefighter comparators, particularly those freely bargained, will always be relevant and should be accorded significant weight.
- Local police wage rates will always be relevant and should be accorded significant weight, particularly where fire salaries have been in close harmony with police for an extended period.
- Where continuance of a settled fire/police pattern would result in marked divergence from fire comparator salaries, such a practice may require adjustment.
- Where adjustment is required, both fire and police comparators should be taken into account in appropriate proportion.
- Every collective bargaining situation requires individual assessment. There are no immutable formulae.

The Employer submitted that in terms of salaries, it has historically been somewhere in the middle of the pack provincially, reflecting its relative size in terms of population and fire services operations. Reliance was placed on a pattern of voluntary settlements for the relevant years involving a group of municipalities that are relatively close geographically to St. Catharines. In particular, the Employer's proposal of salary increases of 2.95% for 2024, 2.85% for 2025 and 2.75% for 2026 matched the settlements at Cambridge, Guelph, Kitchener, and Waterloo (the "Kitchener-Waterloo Cluster").

The Association's submissions on salaries were focused particularly on achieving parity with the NRPS. While acknowledging that there has not been strict uniformity in rates, it was asserted that over the last ten years, its rates have been in close proximity to the NRPS rates, and more importantly, arguably, when the Association was aware of

NRPS rates at the time of bargaining, it was able to obtain voluntary settlements wherein its rates exceeded the NRPS rates. It was further asserted that parity with police services has been particularly prominent in recent fire services sector bargaining.

In the case at hand, there is the absence of a compelling scenario involving local fire services comparators. Regarding the “Kitchener-Waterloo Cluster”, the parties have traditionally not considered those municipalities as a comparator. On the other hand, both parties acknowledged the NRPS as a suitable comparator. Against that backdrop, and in keeping with the reasoning in The Corporation of City of Vaughan, *supra* and The Corporation of the City of Guelph, *supra*, regarding the importance of local police rates, the NRPS salary levels are deemed to be particularly appropriate guideposts, in terms of the effort to replicate the results that the parties would have achieved in free collective bargaining.

The agreed-upon salary levels under the last NRPS collective agreement, which was reached in August 2022, were particularly low on a relative basis compared to those in comparable fire services. In this regard, the NRPS salary level for 2024 was \$111,449, which was more than \$2,206 below the Burlington 2024 fire rate, for example. Additionally, the 2025 salary level of \$113,689 and the 2026 salary level of \$115,969 were both significantly lower than the Employer’s proposal for those years. However, the NRPS collective agreement has a “me too” clause, which stipulates that “in 2025 and 2026, the NRPS first constable annual wage will rank 6th of the Province’s Big 12 Police Services”. The Association noted that as of the hearing date, given the existing salary levels paid by the Province’s Big 12 Police Services, the NRPS rates are now \$119,062 for 2025 and \$121,600 for 2026. As would have been anticipated by the

parties at the hearing, those rates have since increased, as several of the larger municipalities in the Province had not concluded police bargaining for 2025 and 2026 as of that time.

Accordingly, in terms of replicating a result that the parties would have otherwise reached through free collective bargaining, the salary levels awarded were determined by giving due consideration to the impact of the 2025 and 2026 NRPS rates, while also recognizing the lower NRPS rate for 2024. Finally, it is worth noting that the parties, to their credit, were able to resolve several issues during the bargaining process. From a total compensation perspective, the total cost implications of the agreed upon provisions have been factored in.

The Awarded Terms

The parties are directed to enter into a renewal collective agreement to the one that expired on December 31, 2023, that contains all of the terms and provisions in the predecessor collective agreement, save and except:

1. All matters previously agreed to by the parties.
2. The term of the collective agreement will be from January 1, 2024, to December 31, 2026.
3. **Salaries** – The salary for a First-Class Firefighter will increase to:

January 1, 2024	\$110,388
July 1, 2024	\$112,444
January 1, 2025	\$117,245
July 1, 2025	\$119,268
January 1, 2026	\$121,241
July 1, 2026	\$123,214

All other classifications are to be adjusted by the same percentage increase on the same effective dates.

The salary increases are to be fully retroactive on the basis of paid hours to bargaining unit members who were employed from January 1, 2024, to the date of the salary increases' implementation. Employees who have left the Employer's employ are to be notified in writing at the address on file within 30 days of this Award and are to respond within a further 30 days. Payment is to be made within 90 days of the date of this Award.

4. **Article 12.04 - Dispensing Fee Cap** – Effective January 1, 2026, the dispensing fee is to be increased to \$11.00.
5. **Article 12.08 (a) (ii) - Dental Coverage** – Effective January 1, 2026, the Employer's maximum contribution for Major Dental Services is to be increased to \$2500/annually per eligible person, and for Orthodontic Services, the coverage will be increased to a maximum of \$3000 lifetime per eligible person.
6. **Article 12.09 - Vision Care** – Effective January 1, 2026, vision coverage is to be increased to \$550 every 24 months and coverage for an eye examination is to be increased to \$100 every 24 months.
7. **Article 12.07(d) - Retiree Benefits (To Age 65)** – Effective January 1, 2026, Retiree vision care is to be equal to that of active firefighters to age 65.
8. **Article 12.09 - Paramedical Benefit Coverage** – Effective January 1, 2026, Physiotherapist Coverage is to be increased to \$850/ per year, Chiropractic Coverage is to be increased to \$800/ per year, and Massage Coverage is to be increased to \$900/ per year. Effective January 1, 2026, Coverage for Osteopath Services is to be introduced at \$500/ per year.
9. **Mental Health - Article 12.09** – Effective January 1, 2026, coverage for Mental Health Services is to be increased to a maximum of \$5000/ per year. Social Worker (MSW) is added to the list of practitioners.
10. **Article 26.02** – The parties agreed that they will exchange proposals no later than 60 days prior to the expiration of the collective agreement.
11. **Article 11.01 - Workers Compensation Top-Up Pay** –The Employer's net salary proposal is referred back to the parties for 90 days for further discussion and information. If after 90 days, the parties have been unable to reach an agreement, I remain seized to resolve the issue.

12. **Wage Differential** – Effective January 1, 2026, the wage rate of a Fourth-Class Firefighter will be 70% of that of a First-Class Firefighter and the wage rate of the Communicator (Probationary) position will be 60% of that of a First-Class Firefighter. No incumbent in those positions as of January 1, 2026, is to be adversely affected by these changes.

Unless otherwise specifically addressed in the Awarded Terms, all other outstanding proposals are dismissed.

I remain seized until the parties have executed the formal collective agreement and as otherwise specified in the Award.

This Award is issued in Mississauga on the 28th day of July 2025.

“Brian Sheehan”

Brian Sheehan