In the Matter of an Interest Arbitration
Under the *Fire Protection and Prevention Act, 1997*

BETWEEN:

THE CORPORATION OF THE CITY OF BRAMPTON

(The "City")

AND

BRAMPTON PROFESSIONAL FIRE FIGHTERS ASSOCIATION, LOCAL 1068

(The "Association")

BEFORE: Eli A. Gedalof, Sole Arbitrator

APPEARANCES

For the City

Counsel	John Saunders
Commissioner, Community Services	William Boyes
Sr. Manager, Employee & Labour Relations	Christine Devine
Fire Chief	Andy Glynn
Sr. Advisor, Labour Relations	Roseann Amelio

For the Association

Counsel	Jeffrey Sack, KC
Counsel	Wassim Garzouzi
Counsel	Nicole Whitmarsh
Advocate	Mike Palachik
President (Bargaining Chair)	Paul Lecompte
1st Vice President	Kane Demers
2nd Vice President*	Michael Maniezzo
2nd Vice President*	Mike Roy
Secretary	Richard Kelly
Treasurer	Chris Terry
Executive Assistant	Steve Thompson
Executive Assistant	Michael F. Ralston
Executive Assistant	Matt Caldwell

AWARD

1. This matter is an interest arbitration, duly referred to me under the terms of the *Fire Protection and Prevention Act, 1997,* S.O. 1997, c.4 (the "Act"), for the renewal of the collective agreement between the parties that expired December 31, 2023. I am awarding a five-year term.

2. The Corporation is a municipality in the Peel Region with a population of approximately 800,000 residents. The Corporation's Fire Department operates fourteen (14) fire stations, providing firefighting, fire protection, and fire prevention services. The Association represents a bargaining unit of 579 members. The parties bargained on November 6, 7, 8, 9, 2023, December 13, 14, 18, 2023, January 16, 2024 and March 4, 5, 6, 2024.

3. The parties' bargaining history consists of a mix of freely negotiated and arbitrated outcomes.

4. In assessing the parties' proposals, I have applied the established principles of interest arbitration, which are not in dispute. This includes, first and foremost, the principle of replication. This is to say that in arriving at an award, an interest arbitrator will seek to replicate the outcome these parties would most likely have arrived at had they been able to reach an agreement in free collective bargaining. Closely related to replication is comparability, the principle that arbitrators should look to similarly situated parties, or comparators, and their collective bargaining outcomes, as a guide to how these parties would likely have resolved their own collective agreement. The selection of appropriate comparators is influenced by the parties' own bargaining history, and the patterns they have themselves established. I have also applied the principle of total compensation, considering the cost of the award in the aggregate, and not on a proposal-by-proposal basis. Finally I have applied the principles of demonstrated need and gradualism; collective bargaining is typically an incremental process. While breakthrough provisions can be awarded, particularly where there is a compelling demonstrated need, there can be no doubt that fundamental changes to the terms of the parties' agreement are best negotiated by the parties themselves in the give and take of collective bargaining.

5. In arriving at my award, I have also applied the criteria set out in the Act, which overlap with the general principles described above. Section 50.5(2) provides as follows:

> 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. 2018, c. 17, Sched. 18, s. 5 (1).

6. The primary issue in dispute is wages and the front-line premium. The parties join issue over which comparators ought to be assigned the greatest weight. There can be no dispute that in the fire sector, outcomes at other comparable fire services and local police outcomes are relevant.

7. On the issue of front-line premium, the parties agree that further discussions could occur. As a result I am remitting all articles and proposals related to the front-line response premium back to the parties and remain seized to decide the issue if the parties cannot agree.

8. The following items are agreed to by the parties:

- Housekeeping – Article I Scope
- Housekeeping – Article VI Health and Safety
- Housekeeping – Article XIX Leave of Absence
- Housekeeping – Article XXX Salaries
- Housekeeping – Article II Probation Period, Recognition, Dues
- Housekeeping – Article II Probation Period, Recognition, Dues
- Housekeeping – Article XVI Hospital, Medical & Insurance Coverage
- Housekeeping – Article XVI Hospital, Medical & Insurance Coverage
- Housekeeping – Article XVI Hospital, Medical & Insurance Coverage

- Housekeeping – Article XIX Leave of Absence
- Housekeeping – Article XX Equipment & Uniforms
- Housekeeping – Article XXII Promotions Fire Prevention Division
- Housekeeping – Article XXII Promotions Fire Prevention Division
- Housekeeping – Article XXII Promotions Fire Prevention Division
- Housekeeping – Article XXX Salaries
- Housekeeping – Article XXXI Discharge or Discipline
- Housekeeping – Article XXII Grievance Procedure
- Housekeeping – Article XXIV Duration
- Housekeeping – Article XII Sick Leave Plan and Article XIX Leave of Absence
- Article II Probation Period, Recognition, Dues
- Article II Probation Period, Recognition, Dues
- Article VII Preservation of Employment Status
- Article VII Preservation of Employment Status
- Article VIII Technological Change
- Article XII Sick Leave Plan
- Article XV Statutory and Declared Holidays
- Article XI Job Transfers
- Article XII Sick Leave Plan
- Article IX Vacancy Replacement
- Article XIV Vacation
- Article XIV Vacation
- Article XIX Leave of Absence
- Article XIX Military Reservist Leave
- Article XX Equipment and Uniforms
- Article III Management Rights
- Article XVIII Bereavement Leave
- MOA #1 Joint Committee Commitment
- LOU #1 Automatic Aid / Automatic Dispatch System
- LOU #2 Article XII – 12.05 Modified Work Plan
- LOU #4 RE: Joint Committee Commitment
- LOU #6 RE: Recruitment of Single Licensed "EVT" (310T)
- LOU #8 RE: Article XXX – Salaries
- LOU #3 RE: Hours of Work Fire Prevention – Trial Period
- LOU #5 RE: Communication Centre
- LOU #7 RE: Promotional Exam to Article XXVI

9. For all these reasons, the terms of the renewal agreement shall be the terms of the expired agreement as amended by any provisions agreed-to by the parties and the following terms:

PROVISIONS AWARDED

Term—5 years (January 1, 2024 to December 31, 2028)

Retroactive – All items are effective the date of the award, unless otherwise noted.

Wages

Wage increases are effective and retroactive as follows:

January 1, 2024 - $114,043 (As agreed, on an interim basis)

December 31, 2024 - $114,532

January 1, 2025 - $119,281

January 1, 2026 - $123,493

January 1, 2027 - $127,853

January 1, 2028 - $131,716

Wage Differentials

Wage differentials increases are effective as follows:

1st Class Supply and Equipment Officer

January 1, 2026 – 92.5%

January 1, 2027 – 95%

January 1, 2028 – 100%

Article 3.04 – Management Rights

Article 3.04:

Increase reimbursement for a medical examination to receive a DZ license to $175.

Article 11.03 – Job Transfers

Article 11.03 is amended as follows:

LATERAL TRANSFERS WITHIN BRAMPTON FIRE AND EMERGENCY SERVICES
4. How Rank and Pay Rate are Applied in cases of Temporary or Permanent Transfers Between Divisions

b) Transferring Employee from Training to Firefighting

(i) With respect to rank:

- Employees who transfer into firefighting shall maintain their previously achieved pay rate, but not to exceed the 1st Class Firefighter rate, and will be required to complete all classification examinations.
- Article 30.07 will apply. With the exception being a transfer into the Training Division – where the Member must serve one (1) year as a 1st Class Training Officer before being eligible to write for promotion.
- Article 21.05 shall apply, in which case, employees who have earned a Captain's rank in the Training Division shall not be allowed to have that Captain's rank transfer with them to the Firefighting Division. The only exception to this being if the employee held the same rank in Firefighting, prior to transferring into Training.

Paragraphs c) and d) are deleted.

Article 12.01 – Sick Leave Plan

Article 19.03 is being transferred to New Article 12.01b) and is amended as follows:

12.01 (b) PERSONAL LEAVE OF ABSENCE

a) Leave of absence without pay will be considered at the discretion of the Fire Chief.

b) **Effective January 1, 2026,** the Corporation may grant each staff division member up to **four (4)** days of leave per year, with the approval of the Fire Chief or designate, without loss of pay, when the employee cannot report to work due to reasons related to emergency/personal/dependent care. Such leave shall not be unreasonably denied.

The Corporation may grant members of the suppression division up to **forty-eight (48)** hours of leave per year, with the approval of the Fire Chief or designate, without loss of pay, when the employee cannot report to work due to reasons related to emergency/personal/dependent care. Such leave shall not be unreasonably denied.

Emergency/personal/dependent leave days shall be withdrawn from the employee's sick day bank and shall not be included in the employee's attendance record.

Article 15 – Statutory and Declared Holidays

Article 15.02 is amended as follows:

(ii) Effective January 1, 2025
Fire Suppression and Communications employees shall be paid the rate of 1.5 times their regular rate of pay for the hours worked on the following statutory holidays, provided they are not on an unscheduled absence on their scheduled shift immediately prior: Christmas Day.

For the purpose of this clause an unscheduled absence includes, sickness, emergency/personal/dependent care day, WSIB, LTD, Maternity/Parental Leave and other leaves. For clarity, unscheduled absences do not include bereavement, lieu days, time owing and vacation.

Employees will receive pay for hours worked.
E.g.
00:00 to 7:00
07:00 to 24:00

Effective January 1, 2026
Fire Suppression and Communications employees shall be paid the rate of 1.5 times their regular rate of pay for the hours worked on the following statutory holidays, provided they are not on an unscheduled absence on their scheduled shift immediately prior: New Year's Day, Canada Day, Civic Holiday, Thanksgiving, Christmas Day and Boxing Day.

For the purpose of this clause an unscheduled absence includes, sickness, emergency/personal/dependent care day, WSIB, LTD, Maternity/Parental Leave and other leaves. For clarity, unscheduled absences do not include bereavement, lieu days, time owing and vacation.

Employees will receive pay for hours worked.
E.g.
00:00 to 7:00
07:00 to 24:00

Effective January 1, 2027
Fire Suppression and Communications employees shall be paid the rate of 1.5 times their regular rate of pay for the hours worked on the following statutory holidays, provided they are not on an unscheduled absence on their scheduled shift immediately prior: New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving, Christmas Day and Boxing Day.

For the purpose of this clause an unscheduled absence includes, sickness, emergency/personal/dependent care day, WSIB, LTD, Maternity/Parental Leave

and other leaves For clarity, unscheduled absences do not include bereavement, lieu days, time owing and vacation.

Employees will receive pay for hours worked.
E.g.
00:00 to 7:00
07:00 to 24:00

Effective January 1, 2028
Fire Suppression and Communications employees shall be paid the rate of 1.5 times their regular rate of pay for the hours worked on the following statutory holidays, provided they are not on an unscheduled absence on their scheduled shift immediately prior: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, National Day for Truth & Reconciliation, Thanksgiving, Remembrance Day, Christmas Day and Boxing Day.

For the purpose of this clause an unscheduled absence includes, sickness, emergency/personal/dependent care day, WSIB, LTD, Maternity/Parental Leave and other leaves. For clarity, unscheduled absences do not include bereavement, lieu days, time owing and vacation.

Employees will receive pay for hours worked.
E.g.
00:00 to 7:00
07:00 to 24:00

Article 16 – Hospital, Medical and Insurance Coverage

NEW - No Prior-Authorization

There shall be no provision, reference or requirement for prior authorization, of any prescription drugs with a Drug Identification Number, as assigned by Health Canada.

Vision

Increases to vision coverage are effective as follows:

January 1, 2026

$700 every 24 months.

100% reimbursement for the cost of laser eye surgery to a maximum of $700, or a one-time combined total of $1,400. This can also be used towards laser eye surgery and two (2) examinations.

January 1, 2027

$725 every 24 months.

100% reimbursement for the cost of laser eye surgery to a maximum of $725, or a one-time combined total of $1,450. This can also be used towards laser eye surgery and two (2) examinations.

January 1, 2028

$750 every 24 months.

100% reimbursement for the cost of laser eye surgery to a maximum of $750, or a one-time combined total of $1,500. This can also be used towards laser eye surgery and two (2) examinations.

Hearing Test

As of January 1, 2026, an increase to $70 for hearing test for employees every 2 years.

NEW – Healthcare Spending Account

Article 16.01 i) is added as follows:

a) Effective January 1, 2027, all employees will have access to a Healthcare Spending Account (HCSA) of $700 per year subject to the terms, conditions and regulations of the policy or plan.

b) The HCSA is $700 per year. Any amount not used by December 31st of each year may be carried over to the follow year. Unused amounts may only be carried forward for one year.

Qualifying expenses will be reimbursed as per the requirements of the plan.

NEW – Mental Health Coverage

Article 16.01 j) is added as follows:

Effective January 1, 2026, Mental Health coverage for any licensed Psychologist or Social Worker with a Masters of Social Work, or Psychotherapist, or Psychoanalyst, or Family/Marriage Therapist, or Clinical counsellor, with no per visit maximum, up to a yearly combined maximum of $10,000.

NEW – Paramedical Providers

Article 16.01 k) is added as follows:

Effective January 1, 2026

$70 per visit will be provided for the following licensed Paramedical practitioners: Chiropractor, Osteopath, Podiatrist/Chiropodist, Registered Massage Therapist, Naturopath, Speech Therapist, Physiotherapist, Athletic Therapist and Acupuncturist.

Effective January 1, 2027

$75 per visit will be provided for the following licensed Paramedical practitioners: Chiropractor, Osteopath, Podiatrist/Chiropodist, Registered Massage Therapist, Naturopath, Speech Therapist, Physiotherapist, Athletic Therapist and Acupuncturist.

Effective January 1, 2028

$80 per visit will be provided for the following licensed Paramedical practitioners: Chiropractor, Osteopath, Podiatrist/Chiropodist, Registered Massage Therapist, Naturopath, Speech Therapist, Physiotherapist, Athletic Therapist and Acupuncturist.

Off-Duty Death

Amend article 16.02 b)

Effective January 1, 2026, benefits will be provided for twelve (12) months following the date of death.

NEW – Benefit Contract Policy

New article 16.07 shall read as follows:

The Corporation shall provide the Association with a copy of the Benefit Contract Policy upon request.

Article 19 – Leave of Absence

The following language shall be added to article 19.01 a):

Effective January 1, 2027, the Brampton and Fire Emergency Services shall provide to the BPFFA, Local 1068, $40,000.00 in January of each year for the purpose of supplementing the cost of firefighters who substitute up to five (5) Executive Members to attend the OPFFA and IAFF annual conventions and OPFFA education seminars.

Article 19.01 b) shall read as follows:

i) Effective January 1, 2026, the Brampton and Fire Emergency Services shall provide to the BPFFA, Local 1068, one hundred twenty (120) hours annually of paid Union Leave to be used any time during the term of the Collective Agreement by members for the purposes of participating in Association business. No overtime shall be incurred at the Corporation's expense as a result of the use of these hours. The Fire Chief shall make the final decision as to whether an employee can be reasonably spared from their duties for this purpose. Such permission shall not be unreasonably withheld. In the event permission is withheld, the Fire Chief will provide in writing the rationale as to why the request was denied.

Effective January 1, 2028, the Brampton and Fire Emergency Services shall provide to the BPFFA, Local 1068, one hundred forty-four (144) hours annually of paid Union Leave to be used any time during the term of the Collective Agreement by members for the purposes of participating in Association business. No overtime shall be incurred at the Corporation's expense as a result of the use of these hours. The Fire Chief shall make the final decision as to whether an employee can be reasonably spared from their duties for this purpose. Such permission shall not be unreasonably withheld.

In the event permission is withheld, the Fire Chief will provide in writing the rationale as to why the request was denied.

ii) Effective January 1, 2026, the Brampton Fire and Emergency Services will allocate to the BPFFA, Local 1068, thirty (30) hours annually for joint business. For the purposes of this provision, joint business refers to partnership activities between the parties in support of community events and activities, subject to the approval of the Fire Chief. These hours must be used within the calendar year and may not be carried over into the following year.

Article 22 – Promotions, Fire Prevention Division

Article 22.08:

Effective January 1, 2026, increase acting rate of Assistant Division Chief acting as Division Chief to 133%.

Article 22.09:

Effective January 1, 2026, increase the rate paid in the event the Assistant Division Chief is unable to act for the Division Chief, then an employee who is eligible to act in a higher rank as set out 22.03 (e) will act in the Division Chief capacity to 133% of a first class Fire Fighter rate for each complete shift or part thereof greater than one (1) hour which he works.

Article 23 – Promotions, Apparatus and Maintenance Division

Amend the following to Article 23.02 a) and b) :

a) Effective January 1, 2027, Emergency Vehicle Technicians and Emergency Facility Technicians shall commence employment at lowest Class of their classification and advance one classification, up to and including First Class, after six (6) months on his anniversary date of employment, by successfully completing classification examinations and tests set for the purpose.

b) Effective January 1, 2027, the Supply and Equipment Officer shall commence employment as a Fourth-Class Supply and Equipment Officer and advance one classification, up to and including First Class Supply and Equipment Officer, after six (6) months on their anniversary date of employment.

Article 23.08:

Effective January 1, 2026, increase acting rate of Assistant Division Chief acting as Division Chief to 133%.

Article 23.09:

Effective January 1, 2026, increase acting rate of employee acting as Division Chief when the Assistant Division Chief is unable to act to 133%.

Article 24 – Promotions, Fire Life Safety Education Division

Amend Article 24.08 as follows:

Effective January 1, 2026, during the period in which the Assistant Division Chief of Fire/Life Safety Education or the Assistant Division Chief of Fire/Life Safety Education is required to act in the capacity of Division Chief of Fire/Life Safety Education the acting rate is 133%.

Effective January 1, 2026, during the period in which the Acting Assistant Division Chief is required to act in the capacity of Assistant Division Chief the acting rate is 125%.

Amend Article 24.09 2) as follows:

Each Fire/Life Safety Education Coordinator position will be back-filled any time when there are two (2) or more Fire/Life Safety Education Officers to be supervised by that position.

Article 25 – Promotions, Training Division

Amend Article 25.09:

Effective January 1, 2026, increase the acting rate during the period in which the Training Coordinator or Acting Training Coordinator is required to act in the capacity of Division Chief of Training to 133%.

Effective January 1, 2026, increase the acting rate during the period in which the Acting Coordinator is required to act in the capacity of Training Coordinator to 129%.

Amend Article 25.10 2) as follows:

Each Training Coordinator position will be back-filled any time when there are two (2) or more Training Officers and/or Captains of Training to be supervised by that position.

Article 26 – Promotions, Communications

Article 26.02 (a) shall read as follows:

Effective January 1, 2026, Communications Operators shall commence employment at lowest Class of their classification and advance one classification, up to and including First Class, after six (6) months on their anniversary date of employment, by successfully completing classification examinations and tests set for the purpose.

LETTERS OF UNDERSTANDING

Effective date of the award, the following Letters of Understanding are to be entered into:

- New Letter of Understanding Re Shift Training Instructors
- New Letter of Understanding Re Acting Platoon Chiefs
- New Letter of Understanding Re Fire Investigation Program

FRONT-LINE PREMIUM

Remit all articles and proposals related to the front-line response premium back to the parties. If the matter is not resolved within 3 months, either party can remit the matter back to me and I remain seized to decide the issue.

10. I remain seized in accordance with s.50.5(4) of the *Act*.

Dated at Toronto, Ontario, 17th day of October 2025.

"*Eli Gedalof*"

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Eli A. Gedalof
Sole Arbitrator