

In the matter of an interest arbitration
pursuant to the *Fire Protection and Prevention Act, 1997* (“FPPA”);

B E T W E E N:

THE CORPORATION OF THE CITY OF BRANTFORD

(“the Employer”)

and

BRANTFORD PROFESSIONAL FIRE FIGHTERS ASSOCIATION, LOCAL 460

(the “Association”)

AWARD

Sole Arbitrator:

Sheri Price

On behalf of the Association:

Jeffrey Sack, K.C., Counsel

Wassim Garzouzi, Counsel

Colin Hunter, Advocate/IAFF

Shay Currie, Assistant Advocate/IAFF

Josh Van Horne, President

Wayne Robinson, Vice-President

Sean Donohue, Secretary

Jacklyn Housworth, Treasurer

Gavin Jacklyn, Health & Safety Representative

On behalf of the Employer:

Julia Nanos, Counsel

Victoria McCorkindale, Counsel

Todd Binkley, Fire Chief

Brenda Rutherford, Manager of Human Resource Services

Dwayne Armstrong, Deputy Fire Chief

Scott Pipe, Deputy Fire Chief

Melanie Myatt, Human Resources Business Partner

A hearing was held on March 17, 2025, followed by written
submissions and mediation on various dates between May and December 2025

[1] This interest arbitration board (the “Board”) was appointed by the parties pursuant to the *Fire Protection and Prevention Act, 1997*, S.O. 1997, c. 4 (“*FPPA*”), to resolve the outstanding issues between the parties with respect to the renewal of the collective agreement that expired on December 31, 2023.

[2] The City of Brantford, located in Southwestern Ontario, employs approximately 138 employees in its Fire Services, who work out of four fire stations and serve a population of approximately 110,000 people spread out over an area of approximately 99 square kilometres.

[3] The parties bargained for eight days between February and December 2024 and were able to reach agreement on several items. However, multiple issues remain in dispute.

[4] The parties provided the Board with comprehensive written briefs and also made oral submissions at the hearing setting out their respective positions on the outstanding proposals, all of which has been carefully considered by the Board.

[5] In determining the matters in dispute, the Board has taken into consideration the statutory criteria that are set out in s. 50.5(2) of the *FPPA*:

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.

[6] In addition, the Board has been guided by established interest arbitration principles, including comparability, demonstrated need, total compensation, gradualism, and replication. Of these, replication is the most important, as the fundamental task of an interest arbitration board is to replicate the collective agreement that the parties themselves would have achieved, if they had been able to engage in free collective bargaining, and all that entails, including the potential resort to strike and lock-out to break an impasse. The principle of comparability is closely related to replication, the presumption being that, where industry norms can be identified, parties would be unlikely to have deviated too far from what their similarly situated peers have agreed to.

[7] Balancing all of the relevant considerations, the Board orders that the collective agreement shall consist of the terms of the previous collective agreement, as amended by all items agreed to by the parties, as well as the following items:

1. Term

January 1, 2024 to December 31, 2026

2. General Wage Increases (Schedule One)

Effective January 1, 2024 - 1st class rate: \$110,756
Effective July 1, 2024 - 1st class rate: \$112,694
Effective January 1, 2025 - 1st class rate: \$114,948
Effective July 1, 2025 - 1st class rate: \$116,097
Effective January 1, 2026 - 1st class rate: \$119,532
Effective July 1, 2026 - 1st class rate: \$123,200

All other ranks to be adjusted accordingly.

3. Differentials

PC/CTO/CFPO

- Increase to 131% effective January 1, 2025
- Increase to 132% effective January 1, 2026

Captain/Lead EVT/Training Officer

- Increase to 119% effective January 1, 2025
- Increase to 120% effective January 1, 2026

Assistant EVT

- Increase to 100% of first class effective January 1, 2025

4. Safety Boots

Increase from \$150 to "\$300 every 2 years, unless a replacement is required earlier in which case the Corporation reserves the right to inspect the damaged item to determine if a new pair is reasonably required."

Effective the date of the award.

5. DZ License Medicals (Article 18.5)

Increase current entitlement from a maximum of \$125 to maximum of \$150

6. Psychological Services (Article 14.1)

Increase current entitlement from \$2,500 to:

- \$3,500 effective January 1, 2026

Add psychotherapist effective 60 days following the date of the award

7. Hearing Aids (Article 14.1)

Increase current entitlement from \$700 every 24 months to \$800 every 24 months, effective January 1, 2026

8. Vision (Article 14.1)

Increase current entitlement from "\$500 every 2 years and laser eye surgery" to "\$550 every 2 years and laser eye surgery" effective 60 days from the date of the award

9. Basic Dental (14.3)

Increase annual maximum for basic dental services from \$2,000 to:

- \$3,000 effective January 1, 2026

10. Orthodontia (14.3)

Amend 14.3 (the portion that pertains to orthodontia) as follows:

A plan for orthodontia (Manulife Level V) will also be provided at a co-payment of 50% to a lifetime maximum of **\$3,500.**

Change above to be effective 60 days from the date of the award

11. Major Restorative (14.3)

Increase major restorative coverage from \$1,200 to:

- \$2,500 effective January 1, 2026

Existing co-pay (50%) to be maintained

12. Health Care Spending Account (Appendix B)

Maintain current entitlement but extend from 7 to 10 years

13. WSIB Top Up (Article 8.7)

Amend Article 8.7 to increase top-up period from 10 weeks to 26 weeks as follows:

Employees off duty temporarily due to an accident or occupational disease compensable under the *Workplace Safety and Insurance Act* shall be paid 15% top up for **26 weeks** paid by the Corporation and thereafter shall be paid from the employee's sick leave bank such that their net take home pay will be neither more nor less than the employee's pre-injury pay. When the monies are received from the W.S.I.B. they will be converted into hours and credited back into the employee's sick leave bank.

14. Bereavement Leave (Article 12.3)

Amend Article 12.3 as follows:

In the event of a death in the immediate family, the employee if scheduled to work and at their option shall be granted upon request and without loss of pay up to two (2) consecutive twenty-four (24) hour shifts paid time of from the date of the death or three (3) days leave of absence for members not working the twenty-four (24) hour shift. Traveling time not to exceed two (2) days without loss of pay may be granted by the Chief and/or Deputy Chief when the employee must travel 350 kilometers or more each way to attend such funeral. Such leave shall be granted and completed within **seven (7) days** of the death.

Where there is a delay in a burial, memorial service **or interment**, the employee may request from the Chief and/or his/her designate to use **a portion of the days available to them under this Clause for the purpose of attending such burial, memorial service or interment.**

For the purpose of this Article, the term "immediate family" shall be limited to [...]

15. Examinations and Promotions (Article 9)

Remit Employer proposal related to Article 9 to the parties for a period of 90 days. I remain seized to determine the issue if the parties are unable to agree.

16. Schedule 1

Amend Schedule 1 as follows, effective the date of the award:

- Probationary Fire Fighter - 60% of 1st Class Fire Fighter **(6-12 months)**
- Probationary Fire Fighter - 55% of 1st Class Fire Fighter **(Start – 6 months)**

Current employees will not be affected by the above change.

17. Prior Authorization

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.

18. Article 14

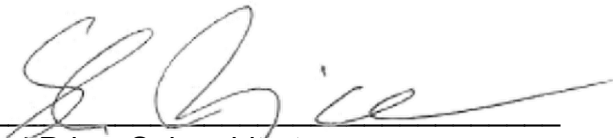
Amend art. 14.8 as follows:

14.8 Any employee retiring prior to age sixty-five (65) will be eligible for extended health and dental benefits under articles 14.1 and 14.3 until they reach age 65. ~~benefits covered under the Special Retirees Benefit Plan.~~ The cost of the premiums will be paid 100% by the Corporation, subject to the carrier's limitations.

Change above to be effective January 1, 2026

[8] Pursuant to s.50.5(4) of the *FPPA*, I remain seized until a collective agreement is in effect between the parties.

Dated at Toronto this 22nd day of December, 2025



Sheri Price, Sole arbitrator