POLICE SERVICES ACT

IN THE MATTER OF AN INTEREST ARBITRATION

B E T W E E N

HALTON REGIONAL POLICE SERVICES BOARD

("Board")

and

HALTON REGIONAL POLICE ASSOCIATION

("Association")

Re: January 1, 2023 – December 31, 2023 Collective Agreement

BEFORE

James Hayes, Sole Arbitrator

A mediation/arbitration was conducted by videoconference on December 7, 2023, complemented by submissions in January 2024.

APPEARANCES

For the Association

Bill Cole	Consultant
Ellie Bale	President, Negotiations Spokesperson
Clayton Gillis	Chair of the Board of Directors
Pete Bishop	Treasurer
Ben Merchant	Uniform Director
Kevin Alexander	Uniform Director
Derek Moyes	Uniform Director
Judi Roberts	Civilian Director
Becky Verreault	Civilian Director
George Gasbarrino	Chief Administrative Officer
Philip Wright	General Counsel

For the Board

Gregory Power	Counsel
Jamie Burns	Counsel
Ingrid Hann	Vice Chair, Police Board
Curt Allen	Police Board
Chief of Police	Stephen Tanner
Deputy Chief	Jeff Hill
Tracy Dottori	Director, Human Resources

AWARD

BACKGROUND

1. This Award settles terms and conditions for both January 1, 2023 – December 31, 2023, Uniform and Civilian collective agreements.

2. The Halton Police Service is one of the major police services in Ontario and is divided into three divisions covering Milton, Halton Hills, Oakville, and Burlington. The Association represents approximately 1,155 active members in the bargaining units below the rank of Inspector and civilian excluded positions.

3. The parties have a mature collective bargaining relationship with a long history of negotiating both Uniform and Civilian collective agreements concurrently. They have not had recourse to interest arbitration since the 1980's.

4. The Association and Board made submissions through an exemplary med/arb process assisted by an outstanding Association brief that included comprehensive comparative data. I have considered these submissions having regard to the factors and criteria identified in the following section.

FACTORS

5. Suffice it to say that interest arbitrators seek to replicate free collective bargaining with attention paid to appropriate comparators, demonstrated need, and total compensation. The *Police Service Act* ("*Act*"), additionally, identifies more specific criteria:

1. The employer's ability to pay in light of its fiscal situation.
2. The extent to which services may have to be reduced, in light of the decision or award, if current funding and taxation levels are not increased.
3. The economic situation in Ontario and, if applicable, in the municipality.
4. A comparison, as between the employees and other comparable employees in the public and private sectors, of the terms and conditions of employment and the nature of the work performed.
5. The employer's ability to attract and retain qualified employees.
6. The interest and welfare of the community served by the police service.
7. Any local factors affecting that community.

TERM

6. During collective bargaining, the Board sought a one-year contract to allow other major police organizations to set wage patterns as, it said, had been past practice. The Association, it said, preferred a longer term to enhance the likelihood that "outdated" non-compensation issues would attract appropriate attention.

7. Given this disagreement, a one-year replacement agreement pursuant to the *Act* became the default option. As a result, this decision is necessarily constrained by that

limitation. Lest there be any doubt, the rejection here of other Association structural changes and compensation 'asks' is not intended to imply any opinion as to their stand-alone merit.

WAGES

8. The Association made clear that its predominant goal was to secure a 5% across the board wage increase. It stressed that this increase - for 2023 - had been freely negotiated by London police only short weeks ago. London was a near neighbour to Halton and police salaries there had been very close to Halton for many years. Reference was also made to wage increases and other improvements for police achieved in smaller communities for 2023.[1] Those gains were tracking north of those negotiated by 'majors' that had settled before Covid and the arrival of inflationary pressure. Burlington Fire freely negotiated an agreement in May 2023, with a 3.5% wage increase for 2023. The Association stressed that retention issues were challenging police services generally, triggering creative employer responses in recent agreements. Retention was a live issue in Halton as well and would become increasingly so in the absence of competitive compensation.

9. Following the hearing, the Association filed a summary of amendments for freely negotiated collective agreement(s) covering uniform and civilian police in Barrie for January 1, 2024 – December 31. 2028.[2] The 2024 wage increase was 4% (2.5%/1.5 split) supplemented by other significant adjustments. While acknowledging that Barrie is not a historic comparator for Halton, the Association submits that the outcome reflects the "robust collective bargaining that

[1] Hanover, Stratford, Timmins, St. Thomas
[2] Ratification completed on January 3, 2024

is occurring in the police sector". Stressing the retention issue, it points out that many of the Barrie adjustments are found in its Halton submissions. The Association submits that: "any outcome, even for a 2023 agreement, adjustments to working conditions must reflect the collective bargaining environment – to be less competitive in 2023 places additional collective bargaining pressures on the parties as they move into 2024 negotiations".

10. The Board could not and did not discount the relevance of the London settlement. However, the Board insisted that a wider lens was required. London must be viewed against the percentage increases freely negotiated by others in the 'Big 12' for 2023: Toronto (1.75%); Durham (1%/1 split); York (1%/.075 split); Ottawa (1%/1 split); Peel (1%/.075 split); Waterloo (2%); Niagara (1%/1 split). It says that the Barrie settlement is of no assistance as it relates to a period beyond 2023, the only year at issue here. The Barrie 2023 increase was a 1.0%/1.25 split which is far lower than what the Association seeks here. The Board could not accept London as providing a singular acceptable benchmark. It also challenged the suggestion that inflation numbers, now below peak, should be given outsized weight and drive the result here. The Board did not raise 'ability to pay', as that concept is understood in interest arbitration, but stressed the 'total compensation' factor with vigour.

DISCUSSION

11. The interest arbitration exercise is inherently conservative, reliant as it is on previous free collective bargaining outcomes. But labour relations on the ground never freeze and, very often, public sector collective bargaining does not take place linearly. Some agreements may be reached early in a bargaining cycle, others as late as their date of expiry or even afterward.

Accordingly, there are occasions when reasonable economic assumptions underpinning earlier comparator settlements turn out dramatically differently. This round of Halton police bargaining presents such a situation, one that previous arbitrators have recently confronted. Wage rates in a number of later awards, prompted by persisting inflation, have moved markedly higher than those first negotiated by historical comparators. In doing so, notably, recent awards have taken a broad perspective well beyond what had been a more focussed accepted norm.[3]

12. No-one suggests that arbitrators should be timid. But there is no cause to abandon the traditional caution that has protected the general credibility of interest arbitration thus far. That credibility is sustained so long as it remains tethered, to the greatest extent possible, to free collective bargaining. Arbitrators should resist taking undue advantage of their benefit of hindsight lest they unintentionally undermine actors in the field who reached earlier bargains in good faith and will be working again together downstream. There is a balance to be sought. Exceptional circumstances must be addressed but should not swallow the rule.

13. In short, the weight ascribed to previous comparator agreements must be assessed in context. Indeed, the case here presents a paradigm challenge given what has transpired since earlier police bargaining. The Association, quite properly, places heavy reliance upon the very recent London settlement. The Board, quite understandably, points to the many police

[3] *Homewood Health Centre Inc.,* 2022 CanLII 49154 (Hayes); See, also, more generally: *Ontario (Treasury Board Secretariat) v. OPSEU*, 2023 CanLII 114519 (Kaplan) where it was said at p.23: "The union can also – for reasons that appear to be now widely accepted – direct attention to freely bargained settlements and interest arbitration awards from a wide variety of sectors – something made necessary by the extraordinary and persistent inflation over the first two years, and possibly throughout, this term."

agreements for 2023 made long before; for example, at the other temporal extreme, a 5-year contract for Toronto Police reached in February 2019 before Covid and long before the indisputable arrival of stubborn inflation.

14. To be clear, I agree with the Association that wage settlements for 2023. reached prior to the onset of the continuing inflationary period, should be approached skeptically. They cannot be determinative. I also accept that retention issues are at play in police bargaining across the province.

15. Having said that, notwithstanding its signal importance, nor do I conclude that the 2023 London wage result commands rubber stamp duplication. This Award for Halton presents a one-year deal. The London settlement produced a four-year agreement with a 5% front-end load for 2023 followed by notable improvements and splits over three more years.[4] But London does *not* stand alone.[5]

16. These parties will be in renewal collective bargaining for those following years when the ink is barely dry on this Award. It would not be appropriate for an interest arbitrator to fix on one aspect of one settlement to the exclusion of all the others. London may turn out to be a harbinger of what is to come in the police sector but, in my opinion, free collective bargaining by 'majors' needs more proximate room to run.

[4] 2024 (1.75%/1.75); 2025 (1.5%/1.5); 2026 (1%/1)
[5] See above, para.10

AWARD

Wages:	January 1, 2023	3.5%
Patrol Premium (Uniform Article 15.02):	January 1, 2023	$3,000

[Set off $1,000 received in 2023 from retro]

Vacations:

Increase to 120 hours (Uniform) and 105 hours (Civilian) for 0-3 years' service

Communicators/Special Constables:	January 1, 2023

$3,000 adjustment, subject to set-off if internal review results in higher amount

Benefits:

Vision	increase to $500
Physiotherapy	increase to $1200/100
Association President:	delete Article 14.01(a)(i).

Hours of Work:

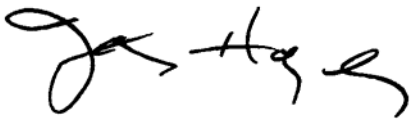
The parties are directed to meet for the purpose of taking appropriate steps to restructure the collective agreement in a manner that locates all hours of work content in one section. This exercise should be completed by April 30, 2024, and should take into account the prior work and any recommendations made by the Redundant Language Committee.

17. All previously agreed-upon items, including letters of understanding, are to be incorporated into the collective agreements settled by this Award. Retroactive payments are to be made within 60 days of the Award. Any proposal not directly addressed herein is deemed dismissed.

18. As previously stated, this Award is framed by the limitations inherent in an arbitrated collective agreement renewed perforce for a single year. The Association's more expansive objectives must necessarily be addressed in the next round where the opportunity to seek a longer term collective agreement may be presented and the parties have more room to move.[6]

19. I remain seized with respect to the interpretation and/or implementation of this Award.

Dated at Bracebridge, this 10th day of January, 2024.



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James Hayes

[6] All the freely negotiated agreements relied upon by the Association were multi-year deals reaching out beyond 2023 to as far as 2028 (Barrie). Of these, the Halton parties have recognized only London as a comparator in the past.