

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

BETWEEN

CORPORATION OF THE CITY OF TORONTO

(the “City” or “Toronto”)

and

TORONTO PROFESSIONAL FIRE FIGHTERS’ ASSOCIATION, LOCAL 3888

(the “Association”)

SOLE ARBITRATOR: JOHN STOUT

APPEARANCES:

FOR THE CITY:

Mark Mason – Hicks Morley LLP
Victoria McCorkindale – Hicks Morley LLP
Sean Milloy – Executive Director, Employee Relations
Dafni Nistas – Manager, Employee Relations
Siobhan Wynne – Senior Consultant, Employee Relations
Jim Jessop – Deputy Fire Chief, Toronto Fire Services
Kevin Hamilton – Deputy Fire Chief, Toronto Fire Services
Paul Fitzgerald – Deputy Fire Chief, Toronto Fire Services

FOR THE ASSOCIATION:

Jeffrey Sack, K.C. – Jeffrey Sack Law
Wassim Garzouzi – Raven Law
Jeff Nester – Advocate
James Reed – President
John MacLachlan – Vice President
Chris Sornberger – Secretary-Treasurer
John Blair – Committee Member
Geoff Berenz – Committee Member
Justin D’Aloisio – Committee Member

**PROCEEDING HELD IN TORONTO, ON AUGUST 12 AND OCTOBER 4, AND ADDITIONAL
WRITTEN SUBMISSIONS UP TO OCTOBER 26, 2025**

BACKGROUND

1. I was appointed by the parties pursuant to the *Fire Protection and Prevention Act*, 1997, as amended (“*FPPA*”) to resolve the outstanding issues between the City of Toronto and the Toronto Professional Fire Fighters Association with respect to a renewal collective agreement. It is agreed that I was properly appointed and have jurisdiction to resolve the issues remaining in dispute between the parties.

2. The most recent collective agreement was freely negotiated in 2018 for a five-year term expiring on December 31, 2023.

3. The City of Toronto is Ontario’s capital city and the largest city in Canada with a population of 3,025,647. Toronto is located on the Shores of Lake Ontario and has a geographical area of approximately 630 square kilometers.

4. The Toronto Fire Service (“TFS” or the “Fire Service”) is responsible for fire protection and prevention services within the municipal boundaries. The Fire Service provides the City with an emergency service capable of handling a wide range of emergencies and hazardous situations unique to such a diverse metropolitan city. The Fire Service has 84 stations and many specialty services such as: Emergency Medical; Technical Rescue; Technical Operations/Multi-Agent Teams and Joint Operations; Hazardous materials and CBRNE response; Marine and Shipboard Rescue/Firefighting; Community Risk Reduction. The TPS received a total of 168,695 calls for emergency response services in 2022 and 184,076 in 2023.

5. The Association represents approximately 3000 employees employed by the Fire Service. 2600 of these employees work in operations; 210 in Fire Prevention and Public education; 70 in communication; 50 in mechanical maintenance; 25 in training and continuous improvement; 15 in information and communication systems; 10 in technical operations; 10 in administrative services; 5 in software data analysis; and 5 in policy, project, and public information.

6. Police services in Toronto are provided by the Toronto Police Service (“TPS”). The TPS and the Toronto Police Association (the “TPA”) are parties to a collective agreement (the “TPS collective agreement”). At the time of the hearing of this matter, the TPS collective agreement for the term January 1, 2019 until December 31, 2023 (the “2019-2023 TPS collective agreement”) had expired and the TPS and TPA were scheduled for arbitration. After the hearing of this matter, Arbitrator Mark Wright issued an award for a one-year collective agreement expiring December 31, 2024, see 2024 CanLII 124420 (ON LA) (the “2024 TPS Wright Award”). On April 11, 2025 the TPS and TPA signed a Memorandum of Settlement (the “2025 TPS MOS”) for a renewal collective agreement expiring December 31, 2029.

7. These parties engaged in collective bargaining on 12 occasions between December 14, 2023 and May 1, 2024. To their credit, during collective bargaining the parties were able to agree upon many amendments to their collective agreement. These agreed upon items shall be incorporated into the renewal collective agreement. Unfortunately, the parties were unable to resolve all matters in dispute, which led to my appointment.

8. The parties attended mediation-arbitration on August 12, 2024. Following my initial meetings with each party, it was determined that for the purpose of productive discussions, the parties would focus their attention on a limited number of the outstanding issues.

9. On August 15, 2024, I issued an interim award (the “Interim Award”), wherein several issues in dispute were resolved and a 2024 wage increase of 4.75% was granted.

10. The arbitration hearing was held on October 4, 2024. The parties filed additional written material and supplemented the written material with oral submissions. Post hearing the parties filed additional written submissions, rebuttal submissions November 12, 2024, reply submissions December 11, 2024, and additional submissions regarding benefits and premiums, up to October 26, 2025. This award addresses the remaining issues in dispute.

THE ISSUES REMAINING IN DISPUTE

11. The Association has brought forward several proposals, which are extensively addressed in their written material. Generally, the Association seeks wage and benefit adjustments to bring them in-line with other fire services and their historical comparator the TPS. The Association also has proposals to address what they consider to be various operational needs and day-to-day contractual interpretation issues.

12. The City has brought several of their own proposals to arbitration, which include some cost saving measures. The City is offering wage increases that they view as being fair and at the time of the hearing would place the Association members at the top of firefighter wages in the province. The City also seeks scheduling changes that will provide them with more flexibility in delivering services.

13. I do not intend to address every proposal in this award. I am only addressing those proposals that are related to my award or proposals I have dismissed, which I believe require some explanation. Any proposal not mentioned in my award is dismissed without prejudice to future bargaining.

14. The parties made proposals based on a three (3) year term, which would expire on December 31, 2026. I am of the view that a three-year term is reasonable and appropriate.

ANALYSIS

15. In making my decision with respect to the remaining matters 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.

16. Interest arbitration is an art, not a science. There is no mathematical formula for providing a predetermined result. The statutory criteria provides guidance with respect to the issues that are front and centre in collective bargaining. The statutory criteria are inter-related and must be considered in context and within the well-accepted general arbitral principles that govern any interest arbitration.

17. Arbitrator Burkett explains the application of the statutory criteria in his *City of Toronto and Toronto Professional Fire Fighters' Association, Local 3888*, 2013 CanLII 62276 (the "2013 Burkett Award") where he states:

Before considering the application of these criteria to the issues before us, it is important to observe that their application, as with the criteria found in other interest arbitration statutes, is not intended to cause a predetermined result. While requiring a board to put its mind to various factors that might be relevant to its ultimate determination, they do not abridge the broad discretion of an interest board of arbitration to consider and weigh all the relevant factors in any given case in coming to a freely determined result that is fair and reasonable in all the circumstances. The discretion given to an interest board of arbitration in this regard is fundamental to the functioning of an interest arbitration process that serves as an alternative to free collective bargaining under which the parties are able to resort to economic sanctions in the form of strike or lockout in support of their respective positions. Where the legislature, in its wisdom, decides that in the interest of the greater public good the right to free collective bargaining must be restricted to the extent that economic sanctions are not permitted, i.e. police, fire and health services, the alternative must be fair, impartial and transparent. This is why statutory criteria, as found in the various interest arbitration statutes, including the Fire Protection and Prevention Act, do not remove the ultimate discretion of a board of interest arbitration to make a fair and impartial award that takes into account all relevant considerations..

...

Given the foregoing, it is not surprising that the statutory criteria that govern interest arbitration generally, and this case in particular, are neither exhaustive nor formulaic. Under the law, for reasons related to fundamental fairness, interest arbitrators are provided with a broad discretion to consider not only the statutory criteria but all other factors that are relevant and to provide an appropriate weighting. Such discretion is the necessary underpinning to an interest arbitration process that, as the substitute for free collective bargaining, is fair, impartial and transparent.

The application of the criteria must be on the basis of the facts that are presented in any given case. However, there are certain principles that apply generally.

18. The well-accepted general principles of interest arbitration, include the principles of total compensation, demonstrated need, gradualism and most notably replication as informed by comparability.

19. The beginning point for all interest arbitrators is applying the principle of replication as informed by relevant comparators, either freely negotiated or imposed by arbitration. The compensation received by employees working in comparative roles provides objective data of what the economic market can bear and what would likely be the outcome if the parties were left to bargain on their own. Also important, particularly in the fire sector, is the historical comparators that have been established by the parties themselves. This is because what parties have agreed to in the past will provide objective evidence of what they might have agreed to in the present.

20. 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.”

21. In the fire sector, relevant sectoral comparators are generally based on geography and municipal population. The most relevant geographical fire service comparators for the Toronto Fire Service are made up of the immediate neighbours, which includes; Mississauga and Brampton in Peel Region, Vaughn and Markham in York Region, and Pickering in Durham Region. Also relevant due to their populations are Ottawa, Windsor,

London, Oakville Kitchener (in Waterloo Region), and Hamilton. However, one must be cognizant that Toronto is unique as its population far exceeds all other fire comparators and its fire service responds to diverse situations (residential, industrial, commercial, high-rise, marine etc.) only found in major metropolitan centres such as Toronto.

22. There is also a historical acceptance of local police services being a relevant comparator in the fire sector. As such salaries and compensation for fire and police services in the same geographic area are generally intrinsically linked. The relationship between fire and police is addressed by Arbitrator Hayes in *Guelph (City) and Guelph Professional Fire Fighters Association*, 2017 CanLII 7602 (ON LA), where he states:

Interest arbitrators should respect an established pattern accepted by the parties themselves, including one of local police parity. But, while respect for previous practice should be anticipated, arbitrators “are not required to give the same weight to a particular comparable that another arbitrator gave in another round of bargaining” (*Participating Nursing Homes*, at para. 20) An arbitrator must be prepared to modify a prior practice should some adjustment be required to respond to a significant presenting factor, a factor that might include reference to comparable fire collective agreement(s) freely negotiated elsewhere.

23. In this matter, the Association seeks wages and other compensation increases that would place them at the top of all Ontario fire services. The Association’s position is not surprising or unusual given Toronto’s unique position as Canada’s largest city. In addition, the historical result of fire bargaining has been to place Toronto firefighters in a leading rank, see *Toronto (City) and Toronto Professional Fire Fighters Association*, 2017 CanLII 53653 (ON LA).

24. The TPS collective agreement has always been a highly relevant comparator between these parties. The historical relationship between Toronto police officers and Toronto firefighters is addressed in the 2013 Burkett Award, as follows:

Where comparator settlements exist, especially longstanding comparators such as Toronto police in this case, greater weight is placed on the link to the comparators (criterion #2 under the Fire Protection and Prevention Act) and greater scrutiny is given to the employer’s ability to pay (criterion #1 under the Fire Protection and Prevention Act), especially where the comparator settlement(s) has been negotiated in the same economy by the same

employer or by employer(s) in a similar economic context. After all, as a substitute for free collective bargaining, the objective of interest arbitration must be to provide those whose access to free collective bargaining is abridged with roughly the same result as would otherwise be achieved in free collective bargaining. This is the basis of the universally accepted replication principle.

...

...The necessary starting point is the identification of the voluntarily negotiated Toronto Police 2010-2014 settlement as a long standing comparator settlement. The salaries of Toronto fire fighters and the Toronto police officers, both paid from the municipal purse, have been linked for decades in both negotiated settlements and arbitration awards, as have many police/fire salaries elsewhere. This linkage, established through numerous freely negotiated settlements and interest arbitration awards, reflects the fact that both police officers and fire fighters provide an essential public service in that both protect the public safety at considerable personal risk. **The linkage has been at the first class fire fighter/first class constable ranks. It should be noted that there has also been linkage with comparable fire fighter groups elsewhere in Ontario. (emphasis added)**...

...

...The Police pattern, therefore, is comprised of compensation improvements (wages, benefits and entitlements) together with concessions (including replacement of post-65 benefits with a health care spending account). The replication of the Toronto Police agreement would require the awarding to the Toronto Fire fighters of the same wage increases over the same term together with benefit and entitlement improvements and concessions that produce a comparable net compensation impact.

25. In other words, the starting point for applying the replication principle for Toronto firefighters has been an examination of their historical Toronto police comparator. This is not only what previous interest arbitrators have done, but how the parties have conducted themselves in previous free collective bargaining.

26. As in the 2013 Burkett award, I find that the starting point for applying replication in the matter before me involves comparing, to the extent possible, the comparator award (“2024 TPS Wright Award”) and settlement (“2025 TPS MOS”) for Toronto police, for the same time period (2024-2026), both in terms of compensation gains and concessions to produce a comparable net compensation impact.

27. In terms of salaries, the 2024 TPS Wright Award provided a 5% salary increase for 2024, which moved the Toronto police ahead of Toronto firefighters who were awarded 4.75% in my Interim Award. The 2025 TPS MOS has now settled the police salaries for 2025 until the end of 2029.

28. Given the historical pattern, I find that parity with Toronto police for 2025 and 2026 is appropriate and produces a result that does not disadvantage these firefighters relative to their fire service comparators, see *Sarnia (City) and Sarnia Professional Firefighters Association*, 2019 CanLII 129522 (ON LA). In addition, I am awarding the salary increases in a similar pattern in 2025 and 2026 (splits) as the TPS collective agreement increases.

29. I now turn to the most contentious dispute between these parties, which involves the Associations' proposal to introduce a wage premium of 3% of basic salary. This Association proposal is based on and similar to the TPS front-line premium that had its genesis in the freely negotiated 2019-2023 TPS collective agreement.

30. The 2019-2023 TPS collective agreement was negotiated after Toronto Fire had settled their 2018-2023 collective agreement. During bargaining for the 2019-2023 TPS collective agreement, the City agreed to the following premium (the "3% premium"):

Article 8.08 – PRU Patrol Allowance

In recognition of the nature of the Priority Response Units' duties in urban policing within the City of Toronto, any member (constable, sergeant or staff sergeant) with more than five years of service with the Board and who is assigned to the PRU (District/Divisional Priority Response Units, Priority Response Group and Traffic Services Uniform platoons, excluding Training Constables) shall receive commencing on September 1, 2019 an allowance of 3% of their basic salary paid on all hours worked in active service in the PRU.

For clarity, the PRU allowance applies to annual vacation, sick pay, paid holidays and paid lieu time. However, the allowance is not provided to members assigned to the CISU or where a member has not been performing PRU duties continuously for more than 30 calendar days. No member shall be simultaneously eligible for the PRU Patrol Allowance and Specialty Pay as defined in Article 8.03 and 8.04.

31. The Association points out that subsequent to the City agreeing to the above 3% premium, the 3% premium has been replicated throughout the police sector and extended in recent settlements by the OPP and Peel to other police whether they work in an urban setting or not. The Association asserts that the 3% premium (including the extension to other police) is now well entrenched in the police sector, pointing to the following Police Services, which have freely negotiated the 3% premium:

- York Regional Police 2020-2024
- London Police 2023-2026
- Windsor Police 2023-2026
- Durham Regional Police 2020-2024
- Waterloo Regional Police 2020-2024
- Barrie Police 2024-2028
- Halton Regional Police 2023
- Hamilton Police 2023

32. The 2024 TPS Wright Award extended the 3% premium to Communication Operators and Supervisors with more than 5 years of service. Arbitrator Wright provided the following rationale for the extension of the 3% premium:

...The TPA had, in the 2019-2023 Uniform collective agreement, been the first police association in the province to negotiate a 3% premium for front line uniform officers, the PRU Patrol Allowance. Since that time several other police services had not only negotiated a similar premium into their collective agreements, but they had also extended it to include civilian communication Operators. Moreover, by the end of 2023, many Big Twelve municipal services and the OPP had Civilian Service Pay that was superior to Toronto's. ...

33. In the 2025 TPS MOS, the City agreed to extend the 3% premium to members of the Public Service Response Team (PSRT) effective January 1, 2026.

34. The Association submits that the TPS 3% premium is “just a wage increase that forms part of the members annual salary”, resulting in a 3% compensation gap between Toronto police and firefighter compensation.

35. The City is “vehemently” opposed to instituting any 3% premium in any form. The City submits that awarding the Association proposal would be absolutely contrary to the

principle of replication and a “breakthrough” because no other fire service in Ontario has agreed to such a proposal. The City argues that breakthroughs are freely negotiated by these parties, referring to the 24-hour shifts and 3/6/9 recognition pay as recent examples.

36. The City submits that the 3% premium was implemented to address recruitment and retention issues in the TPS Priority Response Unit. The City argues that no such recruitment and retention issues exist in the fire sector and therefore no demonstrated need exists for such a premium.

37. The City also submits that “significant trade-offs” were agreed upon with the TPA to receive the premium, pointing to a letter re: modernization of the police department, which affected a number of employer proposals across the service. The City points to a part-time retiree pilot for 18 months to reduce the workload on front-line officers, more flexibility in the deployment of one-officer patrols cars aligned to shift schedules, elimination of cleaning vouchers and replacement with a cleaning allowance. None of this has been costed, which makes it very difficult to ascertain the value of such trade-offs. Furthermore, the 3% premium originally negotiated by the TPS has subsequently been freely negotiated by other police services and extended without any readily apparent trade-offs.

38. I recognize that arbitrators are reluctant to award radical changes. Arbitrators, quite rightly, are generally of the view that creativity and radical changes are normally best left to the parties to craft through the give and take of free collective bargaining. However, that is not always the case, particularly when dealing with matters of compensation and comparability.

39. I note that the Health Care Spending Account (HCSA) was introduced in the 2013 Burkett Award. Arbitrator Burkett made it clear in his award that comparability between Toronto police and Toronto firefighters is not limited to salaries alone but also includes other forms of compensation with the objective of fashioning an award with a net comparable compensation impact. As noted in the partial City dissent, the awarding of the HCSA was the first time such a benefit had been awarded by arbitration in the fire

sector, and it represented a net savings of millions of dollars. Arbitrator Burkett's reasons reflected a decision to award something novel in the fire sector relating to compensation not on the basis of demonstrated need or comparability in the fire sector, but on the basis of replication as informed by comparability with a long standing historical comparator; Toronto police.

40. The City acknowledges that the 3% premium has become normative across the entire police sector. The 3% premium has now been extended to others who are not working in front line patrol positions in Toronto, so that it now represents a 3% increase for all police who do not receive specialty pay. While the original purpose of the 3% premium may have been for retention and recruitment into front line patrol positions, the reality is that the 3% premium has evolved into a general 3% wage increase. I agree with the Association that essentially, the 3% premium has now been incorporated into the wages of Toronto police resulting in a 3% compensation gap with Toronto firefighters. This gap has existed for first class constables and firefighters since September 2019 and as of January 1, 2026 will extend to all police who do not receive specialty pay.

41. In my view, the 3% premium that is now normative in the police sector is similar to the 3/6/9 premium, which was first implemented in the police sector as a retention premium and then later extended to firefighters. The late arbitrator Martin Teplitsky Q.C. explained the police-fire comparison in his January 24, 2007 *City of London and London Professional Firefighters' Association, IAFF Local 142* award, where he stated:

The "3-6-9" (after 8,17,23 years of service) issue in London raises a number of difficulties. First, the employer submits that there is no rational basis for the proposed increases. It was intended with police to prevent defections to other forces. This rationale, it is submitted, has no application to firefighters. It is pointless to debate the merits of "3-6-9". In my respectful opinion, "3-6-9", or a version thereof, must be awarded to firefighters in this case for a reason which is relatively simple.

It has long been a guiding principle in firefighter interest arbitrations that firefighters should earn more or less the same as police working in the same community. Police in London achieved the "3-6-9" increase in bargaining. A parity relationship between the two groups in wages has existed for some time. A "3-6-9" increase is in the nature of a wage change. (emphasis added)

42. I agree with Arbitrator Teplitsky's rationale, and in this case parity between Toronto police and Toronto firefighters has existed for decades until the introduction of this new 3% premium, which has now been extended by interest arbitration and free collective bargaining to others who are not working on the front line. The 3% premium represents a wage gain, and the long entrenched history of police-fire parity dictates that the compensation be extended to firefighters in Toronto.

43. Contrary to the City's able submissions, a demonstrated need does not need to be established in situations involving compensation with a long standing comparator settlement, which has been used in the past for the purposes of replication, see for example the 2013 Burkett Award at page 19.

44. I acknowledge that the 3% premium has not been negotiated or awarded in any other fire service. However, that is not determinative in my view, nor does that fact make this a radical change or "breakthrough" item. Each case must be examined based on its own facts. The 3% premium is a relatively recent form of compensation, which began with Toronto police in 2019. The 3% premium has been extended and has quickly become normative in the police sector, evolving into an additional form of additional compensation paid to persons employed in areas other than on the front line. The 3% premium, at least in Toronto, represents an additional form of compensation paid to police, which ought to be extended on the basis of replication to ensure the continuation of police-fire parity.

45. It also cannot be forgotten that both the police and firefighters in Toronto work in the same environment and both are the largest and busiest police and fire services in the country. The City of Toronto provides the same urban challenges for both police and firefighters and both police and firefighters put themselves at great personal risk protecting the citizens of Toronto. The salaries of Toronto firefighters and Toronto police are both paid for from the same municipal purse, and they have been linked for decades in both freely negotiated settlements and arbitration awards, see the 2013 Burkett Award at page 15.

46. In interest arbitration it is also not unusual look at external sectoral trends, especially where significant compensation improvements are provided to others, see *Participating Hospitals and ONA*, 2023 CanLII 65431 (ON LA). This is even more true when the external sectoral comparators are historically linked, like police and fire.

47. I also acknowledge that Toronto police have specialty premiums for criminal investigation, field intelligence and other areas of specialized policing. However, those persons entitled to specialty pay under the TPS collective agreement are not entitled to the 3% premium. In my view, this supports a finding that the 3% premium now just represents an additional form of compensation to those who do not receive some other premium, which ought to be extended to maintain police-fire parity.

48. I recognize that there is a very significant cost attached to the 3% premium. I have taken this into consideration and rather than phasing the premium in over the term of the collective agreement, I am awarding it beginning in the last year effective January 1, 2026, which is the effective date of the most recent extension of the 3% premium under the TPS collective agreement. The 3% premium is to be extended to all Association members with more than five years' service and based on language similar to the police. I am remitting the specific language to be incorporated into the Collective Agreement back to the parties and will remain seized until a collective agreement is signed.

49. I also recognize that the awarding of a 3% premium is a significant increase in compensation that must be taken into consideration in terms of total compensation. The total compensation principle was stated in Arbitrator Weiler's seminal June 1, 1981 *Re 46 Participating Hospitals and SEIU and Local Unions* at pages 18-19 and has been adopted universally in interest arbitration. In the fire sector, Arbitrator Teplitsky endorsed the total compensation approach in his *Mississauga (City) and Mississauga Professional Fire Fighters' Association*, October 31, 1991 award, where he stated:

I have always endorsed the total compensation approach. It is a useful one because it requires the parties to take into account trade-offs in bargaining which involve allocation of funds to a benefit as opposed to salary. The accounts of the parties should be kept in dollars, not partly in dollars and partly in uncosted benefits.

When total compensation is calculated on the basis of dollars, it is easier to determine the extent to which there is any departure from comparability. Indeed, without total compensation being expressed in dollars, it is impossible to determine relative comparability with the degree of exactitude that is necessary in interest arbitration. One might have thought that differences of only a few hundred dollars would not affect comparability, but in the fire fighter sector differences as small as \$10 a year are treated as important, and one group considers itself not comparable to another if there is a difference of \$200 in their salaries. Exactitude requires precise data.

50. As previously stated, applying replication in this case involves comparing what Toronto police received in terms of compensation gains and concessions over the same period of time (2024-2026) having regard to the principle of total compensation to produce a comparable net compensation impact.

51. The 2024 TPS Award was for one year (2024) and Toronto Police were awarded slightly higher salaries (\$114,805 vs. \$114,532), along with the extension of the 3% premium to Communications Operators and Supervisors and "modest" benefit improvements, which Arbitrator Wright characterized as having "almost no cost associated with them."

52. The 2025 TPS MOS provided for a five year collective agreement (2025-2029). I have awarded Toronto firefighters the same salaries for 2025 and 2026 as those agreed upon for Toronto Police. In addition, the 2025 TPS MOS provided additional increases in compensation for 2025-2026:

- Effective 2026, 3% PRU allowance expanded to include the PSRT.
- Effective 2026, Specialty Pay of 6.75% expanded to include; Detectives, Detective Sergeants, Police Dog Services and Emergency Task Force Sergeants and Staff Sergeants.
- A number of extended care benefit increases. However, the police benefits are generally less generous than those enjoyed by firefighters, particularly with respect to massage, physiotherapy and vision.

- A number of other compensation increases that are police specific, which have no comparable firefighter proposal.
- Pregnancy leave EI top up increase effective date of ratification from 85% to 95%.

53. The 2025 TPS MOS also included some cost savings for the City along with additional compensation increases for police in 2027, 2028 and 2029.

54. As stated in the 2013 Burkett Award, replicating the TPS award/settlement is more difficult than it might seem. The objective is to fashion an award with a comparable net compensation impact, but it is not a matter of applying the terms of the TPS agreement to the firefighters. There are differences between the two collective agreements, and it is difficult to assess the savings of certain concessions that are not available to Toronto firefighters. Unfortunately, although not unusual, I was not provided with detailed specific costing, either for the initial 3% premium negotiated in 2019 or the increases granted to Toronto police for 2024-2026. I have also tried to balance total compensation overall between Toronto police and Toronto firefighters with the value of the comparative contracts over the same time period.

55. Given the three year term of this collective agreement and the significant cost of the 3% premium, I am of the view that in free collective bargaining the parties would have agreed that no additional compensation increases sought by the firefighters would be provided for this collective agreement.

56. I recognize that the Toronto firefighters will fall behind their fire sector comparators with respect to some types of compensation, but they will also enjoy a 3% premium that no other firefighters in the province yet enjoy. In addition, I have no doubt the firefighters will seek additional compensation increases in the next round of collective bargaining.

57. I have limited the rest of my award to address Association language proposals and City proposals, as well as matters the parties requested that I specifically address.

58. The parties agreed that the “Reasonable and Customary Fee Schedules” would be provided to the Association annually. In addition, I am remitting back to the parties the City proposal to define “spouse” and “common-law partner”, which is included in many of the comparator collective agreements. The parties shall have 90 days to agree upon language and if no agreement is reached then I will decide the language. I have removed the requirement to provide a doctor’s note for massage, which has no cost attached to it and is in line with relative comparators, including Toronto police.

59. The Association seeks language relating to prior authorization of prescription drugs and benefits. I have dealt with this issue on three previous occasions. In all three cases, I awarded language with respect to prescription drugs, see *Welland (City) and Welland Professional Fire Fighters’ Association*, 2022 CanLII 14850 (ON LA), *Bradford (Town) and Bradford Professional Fire Fighters Association*, 2024 CanLII (ON LA) and *The Municipality of Clarington and Clarington Professional Fire Fighters Association*, 2025 CanLII 13073 (ON LA). I am awarding similar language in this case for the same reasons. I am also including an option for physicians to authorize biosimilar similar drugs, which will represent cost savings for the City.

60. I have granted the Association proposal to amend Article 29.01 by extending the entitlement to an Association representative to employees who are either a witness of respondent to a meeting involving disciplinary action or potential disciplinary action.

61. This has been a contentious issue between the parties for several years. There had been a practice prior to the last round of collective bargaining whereby the City permitted Association representation for non-disciplinary meetings or where a firefighter may be a witness. The City provided notice to end the practice on October 5, 2019. The Association lost a grievance arbitration case based on the current language in the collective agreement, see *Toronto (City) v. Toronto Professional Fire Fighters’ Association* 2022 CanLII 325 (ON LA).

62. Relevant to my decision is the fact that internal investigations have become a norm in all workplaces. Arbitrator Goodfellow noted the valuable role of union representation in

such meetings and the fact that the City did not argue that the Association representation was problematic in the past. He also pointed out the risk that discipline may be found to be *void ab initio* if the City failed to provide Association representation in situations where potential discipline may arise. In my view, the extension of the language will benefit both the Association, their members and the City by providing a clear direction on Association representation.

63. The City has proposed language regarding a requirement to oblige employees to disclose criminal charges. The Association submits that the City proposal would violate employee privacy rights, relying on a decision by Arbitrator Michel Picher, *Ottawa (City) and Ottawa Professional Fire Fighters Association* (2007) 169 LAC (4th) 84, upheld by the Ontario Division Court July 6, 2009.

64. I am dismissing the City's proposal as being overly broad and having no supporting comparative data. However, I note that employees charged with a *Criminal Code* offense, which includes legally imposed restrictions that may affect the performance of their job (e.g. driving restrictions for driving over the legal limit) would be wise to ensure that they do not breach these legal restrictions while performing their duties. Such employees may not only put their employment in jeopardy, but they may also face judicial sanctions.

65. The City has made a proposal for amending Article 24.01 to reflect the current practice of paying employees sick pay until their WSIB claims are approved and if the employee has no sick pay credits, then they shall receive full salary. I have granted this proposal.

66. Both the City and the Association have made proposals with respect to pregnancy and parental leave top-up. There may be a reasonable compromise that results in cost savings. Therefore, I am remitting this issue back to the parties for 90 days to provide more information relating to costing.

67. The City has made proposals regarding Article 9.05 Flex Shifts. I find that the City's proposal generally has merit, but may be a little overly broad. Scheduling matters are always best left to the parties to resolve as they are in the best position to address various

interests and operations issues at stake. I am of the view that the parties ought to have an opportunity to fashion a more balanced agreement and provide me with more information before I impose one. I am remitting the City's proposal back to the parties and remain seized. If the parties do not resolve the issue, then I will decide the issue.

68. The City has also made a proposal regarding Article 14.12 and situations where an employee is unable to take vacation or lieu days due to illness or injury. The current language permits the rescheduling of vacation when an employee is unable to take all or a substantial part of their vacation or lieu days due to illness or injury under a doctor's care. The City submits that their proposed language is "normative." While I accept that many of the comparators have more restrictive language that includes a requirement of "hospitalization", I am very concerned about the City's proposed language, which requires hospitalization as an in-patient at the time of commencing vacation. Arbitrator Hayes has found requiring an employee to be hospitalized is *prima facie* discriminatory on the basis of mental disability pursuant to the Ontario *Human Rights Code*, see *Halton Regional Police Services Board and Halton Regional Police Association*, 2024 CanLII 3402 (ON LA). It just does not make sense to me to award language that may run afoul of the *Human Rights Code*. Therefore, I am dismissing the City's proposal.

69. Finally, there are three other issues that have arisen, which the parties agreed should be dealt with in this current round of bargaining. The parties agreed that in the event that they were unable to reach an agreement, then I would make an award on those issues. Therefore, in addition to those proposals included in the briefs, I have awarded amendments to address the Associate Training Instructors Program – Appendix B, Stations 334 and 335 training requirements and the hours of work for operational personnel.

AWARD

70. After carefully considering the parties' submissions, I hereby order the parties to enter into a renewal collective agreement that contains all the terms and conditions of the predecessor collective agreement, letters of understanding, and appendices, save and except as amended by my interim August 15, 2024 Award and the following:

- **Term:** The term of the renewal collective agreement shall be for a three-year term from January 1, 2024 to December 31, 2026
- **Agreed to items:** Any previously agreed upon items shall be included in the collective agreement.
- **Wages:**
 - Effective January 1, 2025 - \$119, 339
 - Effective July 1, 2025 – \$119, 936
 - Effective January 1, 2026 – \$123,198
 - Effective July 1, 2026 – \$123, 679
 - Retroactive compensation to be paid to all current and former firefighters
- **NEW: 3% Frontline Allowance:**

Effective January 1, 2026: Implement a new 3% front line allowance for all members with more than five (5) years of service with similar language to the Toronto Police PRU Patrol (8.08)/ Civilian Front Line Allowance.
- **Extended Health Benefits:**
 - **Reasonable and Customary:** Amend to provide that the “Reasonable and Customary Fee Schedule” that is updated annually by the benefit carrier shall be provided to the Association.
 - **Definition of “Spouse”:** The parties are to agree upon a definition of “spouse” and “common-law partner”. If the parties can’t agree in 90 days, then I will decide.
 - **Massage:** Effective date of award remove the requirement for a doctor’s prescription.
 - **Biosimilar:** add if authorized by physician.
 - **Prior Authorization:** Amend to provide:

There shall be no requirement for prior authorization, drug review or approval of any medically prescribed drugs with the notation on the prescription "No substitution".

- **Pregnancy and Parental Leave:** The issue is remitted back to the parties for 90 days and I remain seized.
- **Article 9.05 Hours of Work – Flex Shifts:** The City's proposal is remitted back to the parties for 90 days and I remain seized to decide the issue after the parties provide me more information.
- **Article 29.01 Disciplinary Discussions:** Amend by addition of advising members **(who are either a witness or a respondent)** that they are entitled to have a member of the Association Executive in attendance.
- **Article 24.01 WSIB Advances:** Amend to reflect current practice of providing entitlement to claim Sick Pay until such time as the claim is approved, at which point the employee shall be reimbursed the Sick Pay credits. If an employee does not have Sick Pay credits, they shall receive full salary.
- **Associate Training Instructors Program – Appendix B**

In addition to the amendments to Appendix B that the parties have agreed upon, I award the following:

- 1) Compensation for Associate Training Instructors who are being trained during mandatory training sessions will remain at straight time.
 - 2) To be eligible to apply to the ATI program, applicants must, as of the date of the ATI posting, be a permanent 1st class Fire Fighter, with at least two (2) years of service within the Operations Division immediately prior to the ATI posting.
- **Stations 334 and 335 Training Requirements**
 - 1) All Operations staff at Stations 334 and 335 will be required to attain the same level of certification.
 - 2) Operations staff assigned to Stations 334 and 335 will be required to rotate between the two stations in a manner mutually agreed to by the Parties.
 - 3) The current provision of travel days to employees who report to Station 335 will be amended to reflect the requirement for staff at Station 334 to rotate with staff at Station 335.

The Parties are directed to amend the relevant articles of the Collective Agreement.

- **Hours of Work (Operational Personnel)**

The parties have agreed upon an MOA and accompanying relevant amendments to Article 9.09, Article 10.01, and Article 37.07.

This item will be added to the list of “Agreed Upon” Items.

71. I remain seized until the parties enter into a renewal collective agreement.

Dated at Toronto, Ontario, this 16th day of December 2025.

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

John Stout - Arbitrator