

IN THE MATTER OF AN INTEREST ARBITRATION

BETWEEN:

The Corporation of the Town of Deep River

and

The Deep River Professional Fire Fighters Assn.

Before: William Kaplan, Chair
Michael Riddell, Town Nominee
Steven Barrett, Association Nominee

Appearances

For the Town: Mark Mason
Hicks Morley
Barristers & Solicitors

For the Association: Jeff Nester
Advocate
Deep River PFFA

This case proceeded to a hearing in Ottawa on October 6 & 7, 2014. The Board met in Executive session in Toronto on December 2, 2014.

Introduction

The Town of Deep River and the Deep River Professional Fire Fighters Association are parties to a collective agreement. This is a mature bargaining relationship. There is a Fire Chief, Fire Captain and eight full-time fire fighters. The full-time fire fighters work a two-shift system with typical 42-hour work-weeks. Two full-time fire fighters are maintained on duty at all times.

The parties were able to agree on compensation and term – the collective agreement settled by this award expires on December 31, 2014. Unfortunately, they were unable to agree on a large number of items in dispute. In particular, the parties were divided over an employer proposal to significantly change the language and scope of Article 27 – Contracting Out. This and other outstanding issues proceeded to a hearing held in Ottawa on October 6 & 7, 2014. The Board met in Executive Session on December 2, 2014. In determining the outstanding issues, the Board has carefully considered the statutory and other criteria governing the adjudication of interest arbitration, most particularly, replication of free collective bargaining.

Award

Management Rights

Association proposal awarded in part and with modification. Paragraph b amended to state:

b. Hire, retire, discharge, promote, demote, suspend, layoff, or discipline employees, provided that a claim of discriminatory promotion, demotion or compulsory retirement before normal retirement age, or a claim that an employee has been discharged, suspended or disciplined without reasonable cause, may be the subject of a grievance, and dealt with as hereinafter provided. In the interests of mutual understanding and the

efficient administration of this function, the Employer agrees that in the case of demotion, suspension, lay off or discharge, it will notify the Association of the action taken in writing and provide for representation from a local executive member or steward.

Public Holidays

Add Family Day.

Pension Plan

Add:

The parties recognize that as a result of the health and safety risks to fire fighters, and to the community, any employee of the fire service who may be called upon at any time to engage in firefighter suppression activities shall be required to retire at age sixty subject to any obligation to accommodate under the *Ontario Human Rights Code*.

Captain Differential

Effective date of award increased to 110%.

Composite Force

Maintain the current no contracting out clause, but subject to the right of the employer to establish a composite force, conditional on maintaining the existing complement of nine (9) firefighters that may, by attrition, be reduced to eight (8) firefighters (with any vacancies to be filled within 60 days). If a composite force is established, there must be a captain (or acting captain receiving acting pay) on duty on all shifts. The Board specifically remains seized to deal with any language or other issues arising in the implementation of this aspect of our award.

Duration

Current language maintained with amendment from sixty (60) to ninety (90) days for giving notice to bargain.

Conclusion

At the request of the parties, we remain seized with respect to the implementation of our award including, as noted above, our award respecting the composite force.

DATED at Toronto this 3rd day of December 2014.

“William Kaplan”

William Kaplan, Chair

I dissent. Dissent to follow.

Michael Riddell, Town Nominee

I dissent. Dissent to follow.

Steven Barrett, Association Nominee