

Notes from the interest arbitration hearing between
the Town of Deep River
and
the Deep River Professional Fire Fighters Association
held on October 6 and 7, 2014
compiled by Daniel Banks, Deputy Mayor of Deep River

The arbitration hearing was open to the public. Given the highly public nature of matters concerning the future model of the fire department, I am making these notes of the public proceedings available because no neutral party, such as a member of the news media, was present to report. Recognizing that I am not unbiased, I have made a best effort to simply present facts as they occurred without my own comment. These notes focused on matters relating to the staffing structure.

The public portion of the arbitration process began at about 2:30pm on October 6, 2014.

1. Presentation by the Association

The Association's representative presented the Association's requests for changes to the collective agreement, covering a range of issues relating to grievance procedures, vacation and benefits coverage, service pay, increasing to the Captain's pay, increasing the number of Captains from one to four (i.e., one Captain or acting Captain on each shift), a proposed "union shop" clause (i.e., requiring staff to remain members of the Association as a condition of employment) and a "minimum staffing" requirement for 20 full time firefighters in the bargaining unit. For many of these requests, the Association argued based on what it perceived to be "normative" or "becoming normative" across the province and provided examples of similar provisions from other collective agreements between municipalities and firefighters.

Regarding the proposed "minimum staffing" requirement, the Association referred to the Ontario Fire Marshall (OFM) review of Deep River's fire department in 2011, which provided some possible models for a larger number of firefighters in Deep River to address insufficient capacity. The Association's representative said, "We want the Cadillac model," referring to the fourth model, which is to have 21 full time firefighters, including the Fire Chief.

2. Presentation by the Town

The town's representative presented the town's main concern, which is the staffing structure. He presented background information on Deep River as a community and its history relating to Deep River's unique needs and circumstances for fire suppression. He argued that there are only imperfect comparator communities for Deep River. It is the smallest town in Ontario with a full time fire department. The next smallest such town is Fort Francis, with twice our population and most such towns are much larger. He argued that it is better to compare us to other towns with composite departments

(i.e., having both volunteers and full time firefighters), and he urged that comparisons with non-emergency service workers should be considered as well as other firefighters. He argued that the requests by the Association are too costly, and that in fact our costs are already very high, and that we wish to avoid downloading further costs to the taxpayer. He argued that there is no difficulty in retaining firefighters.

He discussed the development of the town's position on the staffing structure. At the initial step of bargaining, the town requested to remove the "no contracting out" clause entirely from the contract to give the town the flexibility needed to determine the staffing structure, including how volunteers would be used. Shortly thereafter, the town offered to add a "no layoff" clause to the contract that would protect the current staff in exchange for such flexibility.

He presented the findings of the Ontario Fire Marshall's reviews of Deep River in 2006 and 2011, both of which found that we had an insufficient number of firefighters.

He then presented the Dillon Report, which recommended that Deep River transition to a composite fire department of composed of three full time firefighters (including the Fire Chief) and 32 volunteer firefighters, as the best option to improve safety while reducing costs. He argued that the option for a joint fire department with Laurentian Hills is not politically feasible immediately. He argued that the option to increase the number of full time firefighters to 21 is not sustainable on a cost basis and would bring us far away from any other comparator community. He presented the report findings that call volumes are low, and that the cost per household per year of fire protection in Deep River is \$642 compared to an average of \$193 among 12 comparable communities. He presented the cost estimates of the various options, ranging from an *increase* of \$1,500,000 per year for 21 full time firefighters to a *decrease* of \$700,000 per year for the recommended fire department.

He concluded that relief from the contracting out language is needed to implement a fire department appropriate to our community, considering both community safety and cost effectiveness. He argued that continuing the *status quo* cannot be justified on the basis of a comparison with any other town in Ontario. He argued that the changes could be made through attrition and that the town has offered job protection to the current staff.

The hearing recessed at about 5pm.

The rebuttals began at 8:30am the following day.

3. Rebuttal by the Town

The town's representative reviewed the employer's responses to each of the Association's proposals. In response to the union's request for a minimum staffing of 20 full time firefighters, the town referred to its earlier presentation on the need for a composite fire department, noting that such a clause in the contract would not only increase cost excessively, but would also tie the hands of the town, making a cost-efficient operation of the fire department essentially impossible to achieve in the future. He argued that such demands are a thing of the past, and not appropriate to an era of need for budgetary restraint.

In addition, he submitted an analysis of the jurisdiction of arbitration boards to rule on issues of staffing, concluding that unless a lack of firefighter safety is demonstrated, the boards of arbitration should recognize the statutory right of municipal councils to maintain and operate the fire department as it deems appropriate. The same analysis was applied against the request for an increase to the number of Captains.

During the town's rebuttal, the Association's nominee on the arbitration board interjected, stating that if the board accepted the employer's arguments on a cost basis then every town would replace their full time positions with volunteers. He argued that contract language on job security is meaningless if arbitration boards remove them as soon as the employer has a cost problem.

To these objections, the town's representative argued the town's position meets the intent of job security by protecting the jobs of the current staff, but the town does not agree that it must replace them with other full time firefighters when they retire. Furthermore, not all towns would replace their full time force with volunteers because some communities have call volumes sufficiently high to justify a full time force.

Regarding the "union shop" clause, the town's representative argued that the town should not have to agree to language that could force it to fire an employee because of issues internal to the union. He referred to the current dispute where the City of Toronto has been asked by the Association to fire a firefighter because he volunteers as a firefighter in Innisfil when off-duty. The town disagrees with the idea that a union should be able to determine what off-duty activities an employee may or may not engage in.

4. Rebuttal by the Association

The Association's representative argued that on each shift, someone is doing the Captain's work but not being compensated for it.

Regarding the contracting out language, he argued that no change is needed, because the clause allows for the use of volunteers – if both parties can mutually agree on the terms. He stated that during bargaining, the Association was open to allowing the town to add volunteers, provided that the town would agree to the Association's conditions, one of which was a minimum staffing clause to ensure that the number of full time firefighters in the bargaining unit cannot be reduced below 8.

He argued that the "no contracting out" clause needs to be maintained to ensure the continuance of the full time compliment of nine firefighters in the bargaining unit because without it, the town would have the ability to reduce the full time compliment over time. He argued that this clause was intended to protect against such an action from the employer. Because the town is asking for such a reduction over time, he argued that they need the additional protection of a minimum staffing clause. He said that five out of six comparable municipalities have such protection.

He agreed that the Ontario Fire Marshall recognizes that there is a problem, but objected that the recommendation of the Dillon report was not one of the options in Fire Marshall's report. He also

questioned the Dillon report's finding that the town could both save money and increase safety. He argued that no matter how many volunteer firefighters are added, safety cannot be increased if full time staff are eliminated.

The Association's representative objected to the town's arguments based on cost, stating that the town has over \$3M in reserves. He pointed out differences in some of the cost estimates of the fire service in Appendix J of the Dillon report. He argued that cost should be irrelevant if the Fire Marshall says the service is inadequate.

5. Closing remarks by the Town

The town's representative argued that the cost issues do have to be addressed. He noted that the aforementioned reserves are offset by about \$7M in debts. He defended the Dillon report as an independent, professional opinion. He argued that since the current service is both inadequate and costly, it should not be so surprising that the Dillon report identified ways to increase safety while reducing overall costs.

He argued that the conditions the Association have attached to the use of volunteers represent large and permanent cost increases, which if accepted, would make it essentially impossible to achieve a fire department model that is suited to our community. Fire departments with 8 or more full time firefighters exist only in much larger communities. He urged that the town needs the ability to "right-size" the department over time through attrition. He argued that if the town does not get some relief, the next question may not be "how to pay for it", but "whether to pay for it." If the service is adequate, why should we maintain nine full time firefighters?

When the town's representative finished his closing remarks at about 10:45am, the arbitration board immediately adjourned the hearing, noting that they would endeavour to reach a decision quickly.