

**IN THE MATTER OF AN INTEREST ARBITRATION
PURSUANT TO THE *Ambulance Services Collective Bargaining Act, 2001, S.O.
2001, c. 10***

BETWEEN

THE CITY OF TORONTO

(the “City”)

and

TORONTO CIVIC EMPLOYEES UNION, LOCAL 416

(“TCEU 416”)

BOARD OF ARBITRATION: **John Stout, Chair**
 Mark Mason, Employer Nominee
 Joe Herbert, Union Nominee

APPEARANCES:

For the City:

Robert Fredericks – Counsel
Jeffrey Board – Counsel
Leo Tsang – Deputy Chief
Rhonda Hamel-Smith – Deputy Chief
Mike Wionzek – Commander
Emily Alloinson – Superintendent
Stuart Irvine – Manager Finance & Administration
Andy Graham – Sr. H.R. Consultant
Dymond Walko-Chaman – Manager L.R.
Alexandra England – Manager (A) Compensation

For TCEU 416:

Howard Goldblatt – Goldblatt Partners
Heather Ann McConnell – Goldblatt Partners
Kiran Kang – Goldblatt Partners
Joshua Van Altenberg – Observer
Ryan Willis – TPS Unit Recording Secretary
Peter Shirer – TPS Vice Chair
Mike Merriman – TPS Unit Chair
Guy Schembri – CUPE Local 416 Officer
Brian Davis – CUPE National Representative
Eddie Mariconda – CUPE Local 416 President

**HEARING HELD IN TORONTO, ONTARIO ON NOVEMBER 21 AND 22, 2017 AND
EXECUTIVE SESSION HELD ON JANUARY 18, 2018**

INTRODUCTION

[1] This matter is a voluntary interest arbitration between the City of Toronto (the “City”) and the Toronto Civic Employees Union, Local 416 (“TCEU 416”). We were appointed by the parties to resolve the outstanding issues between them with respect to the collective agreement provisions applicable to the City’s paramedic employees, who are represented by TCEU 416.

[2] The parties agree that we have jurisdiction to resolve the dispute and we have all the powers provided for under the *Ambulance Services Collective Bargaining Act, 2001*, S.O. 2011 c 10, as amended (“ASCBA”).

[3] The parties filed extensive written briefs presenting their positions on the issues remaining in dispute. The parties engaged in mediation with the assistance of the Board. To their credit, the parties were able to resolve all but two issues in dispute. The only issues remaining in dispute are wages and the ratio of part-time employees. A hearing was held on November 21, 2017 to hear submissions on the two remaining issues in dispute. The Board met in executive session on January 18, 2018.

BACKGROUND

[4] The City of Toronto is a municipal corporation created in 1998 by the *City of Toronto Act, 1997*. The City is an amalgamation of the former cities of Toronto, Etobicoke, York, North York, Scarborough, the Borough of East York and the Municipality of Metropolitan Toronto.

[5] The City’s paramedic service, Toronto Paramedic Services (“TPS”), is the largest municipal paramedic service in Canada. In 2017, TPS is expected to have an operating budget of over \$210 million dollars and a capital budget of over \$11 million dollars. The latest annual report indicates that the City has 45

ambulance stations located across the city and a fleet of 168 ambulances. In 2016, the paramedic service provided 222, 537 emergency patient transports.¹

[6] The TPS is divided into four units, including Paramedic Operations and the Central Ambulance Communications Centre (“CACC”). The Paramedic Operations include both paramedics and support staff.

[7] As of 2016, the City staffing levels for paramedics was as follows:

- 875 employed as Paramedic Level 1 (including 197 part-time and 678 full-time)
- 126 Paramedic Level 2
- 209 Paramedic level 3
- 14 Critical Care Paramedics, formerly Critical Care Transport

[8] TCEU 416 is the bargaining agent for approximately 7,000 City employees, including approximately 5,800 who work in the “outside division” and the paramedics.

[9] The outside division includes workers who perform work in various city departments including Solid Waste, Management Services, Transportation Services, Water Supply, Parks, Recreation and Forestry.

[10] The City’s paramedics represented by TCEU 416 are “ambulance workers” within the meaning of the *ASCBA*. TCEU 416 also represents other workers who provide incidental but essential ambulance services who are covered by the collective agreement along with the outside workers.

[11] Another union, CUPE 79, represents approximately 10,700 City employees known as the “inside workers.” CUPE 79 and the City are parties to a collective agreement with respect to the inside workers.

¹ See 2016 Toronto Paramedic Services Annual Report

[12] CACC employees are inside workers who are represented by CUPE 79 and they are primarily responsible for receiving and triaging incoming calls, as well as dispatching ambulances throughout the city. Emergency calls received by CACC Dispatchers are categorized into five priorities: Alpha, Bravo, Charlie, Delta and Echo. Alpha, Bravo and Charlie are less critical emergency calls, whereas Delta and Echo are the most life-threatening emergency calls. There are 119 active Emergency Medical Dispatchers and Senior Emergency Medical Dispatchers and 26 Call Takers represented by CUPE 79. These City employees, represented by CUPE 79, are also “ambulance workers” under the *ASCBA*.

[13] Prior to amalgamation and since 1975, the former Municipality of Metropolitan Toronto provided ambulance services in the Toronto area. The predecessor to TCEU 416 represented paramedics employed by the former Municipality of Metropolitan Toronto and they were included in a larger bargaining unit that included both paramedics and outside workers.

[14] After amalgamation, TCEU 416 became the successor union and continued to represent paramedics and outside workers.

[15] The collective agreement between the City and TCEU 416 applies to both paramedics and outside workers. The parties have historically negotiated separate provisions applicable only to paramedics, which were found in Article 45-Ambulance Appendix.

[16] Prior to the renewal of the collective agreement that expired on December 31, 2012, the paramedics and outside workers negotiated as one group, although there were specific terms applicable only to paramedics found in the collective agreement.

[17] The outside workers have the right strike. The paramedics, however, are governed by *ASCBA* and they are subject to an essential services agreement.

The Ontario Labour Relations Board (OLRB) resolves any dispute with respect to the number of essential paramedics, who must continue to work and provide services during any strike or lock out.

[18] On February 4, 2012 the parties agreed to a Memorandum of Agreement that created the part-time paramedic classification. At the same time the parties created a new Schedule P to the collective agreement, which contains all the terms and conditions of employment applicable to full-time and part-time paramedics. The parties also agreed to establish a process for mandatory interest arbitration, in-lieu of the right to strike and lock out, to resolve future disputes with respect to the terms and conditions of employment applicable to paramedics.

[19] In 2014, Arbitrator William Kaplan assisted the parties in concluding the terms and conditions of employment for part-time paramedics. We note that no part-time paramedics could be employed by the City until the parties had resolved the part-time paramedic employees' terms and conditions of employment.

[20] At the expiry of the 2012-2015 collective agreement, the parties engaged in collective bargaining for a renewal collective agreement. During negotiations the parties agreed to meet separately to negotiate the paramedic employees' terms and conditions of employment (Schedule P) after resolving the main collective agreement provisions.

[21] On February 19, 2016 the parties agreed to a Memorandum of Settlement. The parties agreed to a collective agreement for the period commencing January 1, 2016 and expiring December 31, 2019. The renewal collective agreement establishes the wages for outside workers (non-paramedic employees) and amends a number of provisions applicable to both outside workers and paramedics. The wage increases agreed upon for the outside

workers were the same as those agreed upon with CUPE 79 for inside workers and those increases are as follows:

- January 1, 2016 – 0.75% (base)
- July 1, 2016 – 0.50% (base)
- January 1, 2017 – 0.75% (base)
- July 1, 2017 – 0.50% (base)
- January 1, 2018 – 0.75% (base)
- July 1, 2018 – 0.50% (base)
- January 1, 2019 – 0.75% (base) + 0.25% lump sum
- July 1, 2019 – 0.50% (Base)

[22] After ratification of the main collective agreement by the outside workers (non-paramedic), the parties engaged in bargaining with respect to the paramedics' terms and conditions of employment. The parties also engaged the assistance of Arbitrator Kaplan as a mediator. Unfortunately, the parties were unable to resolve their differences and the paramedic issues, remaining in dispute, were referred to this board for resolution.

[23] This is the first time the parties have utilized the interest arbitration provisions to resolve all the terms and conditions of employment for both full-time and part-time paramedics.

[24] Subsequent to the Board's appointment, the parties engaged in further negotiations and mediation efforts with the Board's assistance. As indicated earlier, the parties were able to resolve almost all matters remaining in dispute, through negotiations and mediation, with the exception of two issues. These agreed upon items shall be included in the renewal collective agreement.

[25] The two issues remaining in dispute are as follows:

- Wages
- Part-time ratio

[26] The City, not surprisingly, seeks an award of wage increases that mirrors those agreed upon with TCEU 416 and CUPE 79 for the inside and outside workers. The City submits that the most appropriate comparator for the paramedics' wage rates are the freely negotiated wage rates for the other members of the TCEU 416 bargaining unit. The City argues that the outside workers have been the historic comparator, since paramedics were included in the same bargaining unit. The City also suggests that the inside workers, including those working in the CACC, represented by CUPE 79 are also an appropriate comparator.

[27] The City also seeks to increase the ratio of part-time workers from the current maximum of one part-time paramedic for every five full-time paramedics to one part-time paramedic for every two full-time paramedics. The City submits that it requires the ratio adjustment to address its unique operational requirements and increasing call volumes. In particular, the City requires more part-time paramedics to provide operational flexibility and address planned absences of full-time paramedics and unpredictable short-term increases in demand.

[28] TCEU 416 seeks the following wage increases:

2.5% effective January 1, 2016

2.5% effective January 1, 2017

2.5% effective January 1, 2018

2.0% effective January 1, 2019

[29] TCEU 416 submits that their proposal is designed to ensure that paramedics are appropriately compensated relative to others in the bargaining unit and relative to their provincial counterparts and other frontline providers.

[30] According to the TCEU 416, there is a history of paramedics receiving a higher wage increase over and above the wage increases for other TCEU 416 members. The following additional increases were highlighted by the TCEU 416:

- Arbitrator Tim Armstrong, appointed after a labour dispute and pursuant to back to work legislation, awarded paramedics an additional 2% increase in each year of a three-year collective agreement (2002, 2003 and 2004). Arbitrator Armstrong relied upon comparators in British Columbia, Windsor and Ottawa.
- In 2005 Arbitrator Brent awarded “symptom relief” of an additional 2.75% increase retroactive to 1997.
- In October 2008, the paramedics received a negotiated additional 2.25% increase above that of other TCEU 416 members.

[31] TCEU 416 argues that the City’s paramedics work in a unique urban environment, with many challenges that are not generally experienced by other municipal paramedics. TCEU 416 submits that the City’s paramedics ought to be the highest paid paramedics in the province. In this regard, they point to the Durham paramedics who are paid significantly more. TCEU 416 wishes to close the gap between the City’s paramedics and the Durham’s paramedics.

[32] TCEU 416 also wishes to maintain the City’s paramedic wages relative to other municipal paramedics. The TCEU 416 notes that since 2005 the rates for the City’s paramedics have grown slower than other, smaller municipalities.

[33] TCEU 416 asserts that police and fire are more appropriate comparators to paramedics as opposed to the outside workers represented by TCEU 416. It is TCEU 416’s position that the paramedics have fallen behind other first responders during a period when call volumes have increased dramatically and additional skills have been required of paramedics.

[34] TCEU 416 opposes any increase in the ratio of part-time paramedics. The Union advises that they have fundamentally opposed the use of any part-time employees in any classification. TCEU 416 is concerned about protecting the full-time complement from erosion. TCEU 416 points out that the use of part-time paramedics was introduced during the last round of bargaining and was only

entertained in conjunction with the interest arbitration agreement to replace the right to strike and lock out.

[35] TCEU 416 does not accept that there is a demonstrated need to increase the number of part-time paramedics. TCEU 416 suggests that any increase in call volumes or improvements to service delivery can be achieved through additional full-time positions.

[36] The City acknowledges the exceptions raised by TCEU 416, but they argue that there are no compelling reasons to disturb the “long-standing pattern of City worker parity.” The City points out that TCEU 416 was already able to achieve a substantial increase to the benefit plan for paramedics, through negotiations, by having psychological services increased from \$300 to \$3,500 per person per benefit year. The City also asserts that the TCEU 416’s wage demands would be contrary to the agreed upon Job Evaluation Maintenance Program.

[37] The City also acknowledges the Durham “anomaly”. However, the City argues that Durham has always been an “outlier” and it is not an appropriate comparator. Furthermore, the City points out that the City’s existing wage rates for paramedics are higher than all other municipalities except Durham.

STATUTORY CRITERIA AND CONSIDERATIONS

[38] We begin by recognizing that this is the first voluntary interest arbitration being conducted pursuant to the party’s agreement. The parties’ agreement mandates that we are to be guided by the legislative criteria set out in *ASCBA*, which includes the following:

- The employer’s ability to pay, in light of its fiscal situation.
- The extent to which services would have to be reduced in light of the decision, if current funding and taxation levels are not increased.

- The economic situation in Ontario and in the municipality where employees in the bargaining unit provide services.
- A comparison, as between the employees in the bargaining unit and other comparable employees in the public and private sectors, of the terms and conditions of employment and the nature of the work performed.
- The employer's ability to attract and retain qualified employees.
- The purposes of the [Public Sector Dispute Resolution Act, 1997](#).
- A comparison of the cost of providing ambulance services through members of the bargaining unit with the cost of providing those services through,
 - i. in the case of a public sector employer, employees who work for private sector providers of ambulance services, or
 - ii. in the case of a private sector employer, employees who work for other private sector providers of ambulance services. 2001, c. 10, s. 21 (2).

[39] In addition, the *ASCBA* provides that an arbitrator (in this case a board of arbitration) shall consider any other factors that he or she considers relevant. In this regard, we have also taken into account relevant jurisprudence and the well-accepted principles applied to interest arbitration, including “demonstrated need”, “total compensation”, and especially “comparability/replication”.

[40] We acknowledge that historically, the paramedics have bargained together with the outside workers, who are also represented by TCEU 416. However, the wage increases granted to paramedics have not always been the same as the outside workers. The paramedics have received additional increases recognizing that the City's paramedics must also be compensated in a manner similar to other paramedics in the province, see *Toronto Civic Employees' Union Local 416 and Canadian Union of Public Employees, Local 79 and City of Toronto*, unreported award dated November 5, 2002 (Armstrong).

[41] We disagree with the City that the wage rates negotiated with TCEU 416 for the outside workers is the most relevant comparator and determinative of what should be given to paramedics. It is certainly true that these same parties

freely bargained the outside workers' wage rates. However, these same parties have also treated paramedics differently, including agreeing to a voluntary interest arbitration process to determine the terms and conditions of employment for paramedics. We agree with TCEU 416 that it could not have been the intention of the parties, when they agreed to interest arbitration, to automatically apply the wage rates negotiated with respect to the outside workers. It is inconceivable that the parties would agree to an interest arbitration process with a predetermined result. Therefore, in our view, the agreement to a voluntary interest arbitration process must be predicated upon the well-accepted concept that an interest arbitration board will apply the relevant statutory criteria and exercise their broad discretion to provide a fair, impartial and reasonable award taking into account all relevant considerations. We note that while we do not accept that the outside workers' wage increases are the most relevant comparator and determinative, the wage rates negotiated by the parties with respect to the outside workers is a relevant factor that must be considered and given some weight.

[42] We also reject TCEU 416's assertion that other emergency service workers (Toronto Police Service and Fire Service employees) or "first responders" ought to be used as comparators. There is certainly a history of parity between fire and police, see *Toronto (City) and Toronto Professional Fire Fighters Association, Local 3888*, 2013 CanLii 62276 (Burkett). However, there is no such historical pattern with paramedics and we were not provided with any case where a comparison between the wages of paramedics and fire/police was found to be appropriate.

[43] We do note the current pattern of the City splitting wage increases during each year. The City has applied this pattern consistently with all bargaining units, including outside and inside workers. We feel this consistent pattern must be given some weight in our analysis.

[44] In our opinion, settlements and awards relating to other municipal paramedics are the most important comparators that require consideration in the analysis. The settlements and awards applicable to paramedics in other municipalities provide objective evidence of the compensation provided to similar employees working in the relevant labour market. Our opinion is supported by all the paramedic interest arbitration awards we were provided, which undertake the wage rate analysis by comparing wage rates between paramedics employed by other municipal ambulance services, see for example *Corporation of the County of Oxford and OPSEU, Local 114*, unreported award dated May 31, 2004 (Burkett).

[45] TCEU 416 points out that currently Durham paramedics are the highest paid in the province. TCEU 416 argues that the City's paramedics should be the highest paid paramedics in both the province and the country. We acknowledge that the City has the largest paramedic service in the country and that the working environment has its own unique challenges. However, we are of the view that any award that would raise the City's paramedic wages to the point that they are equal or above Durham would not replicate what the parties would have agreed upon in free collective bargaining. Durham has been the highest paying ambulance service in Ontario since 2004. The Durham wage rates evolved through a job evaluation process and in a different labour relations environment.² Interest arbitrators have not previously followed the Durham wage rates.³ More importantly, the parties themselves have not sought to address the gap with Durham through previous free collective bargaining. In our view, this is not the appropriate time to bridge the gap, although the issue may need to be addressed at a later date.

² See historical comments found in *Thames Emergency Medical Services and OPSEU*, unreported award dated May 5, 2004 (Burkett) and *Royal City Ambulance Service Ltd. (Guelph and Wellington County) and OPSEU*, unreported award dated September 22, 2004 (Mitchnick).

³ See *Peel Region Paramedic Services and OPSEU*, unreported award dated June 16, 2008.

[46] We are concerned about the relative relationship between the City's paramedics and those in other municipal paramedic services. The wage gap between the City's paramedics and those at other, smaller municipalities has compressed. We were provided with the rates and increases received by other paramedics in Ontario. The most relevant rates and increases are those applicable to other municipal paramedics, which we have set out in the charts below:

Municipality	2015	2016	2017	2018	2019
Toronto	\$39.17				
Durham	\$42.57	\$43.21	\$44.05		
Simcoe		\$37.90	\$38.35	\$38.81	\$39.28
Peel	\$36.29	\$37.67	\$38.14	\$38.81	\$39.28
York		\$38.44	\$39.09	\$39.78	\$40.43
Hamilton		\$37.94	\$38.70	\$39.47	\$40.26
Halton		\$37.61	\$38.17	\$38.74	
Niagara		\$37.44			
Waterloo		\$37.35			
London	\$36.73	\$37.46			
Ottawa	\$36.36	\$37.06	\$37.77	\$38.51	\$39.28

Municipality	2015	2016	2017	2018	2019
Durham	1.25%	1.5%	1.95%		
Simcoe	1.75%	2.0%	1.2%	1.2%	1.2%
Peel	1.5%	1.5%	1.25%	1.75%	
York	2.0%	1.65%	1.74%	1.74%	1.74%
Hamilton	1.75%	1.5%	2.0%	2.0%	2.0%
Halton	1.5%	1.5%	1.5%	1.5%	1.74%
Niagara	1.5%	1.25%	1.5%		
Waterloo	1.75%	1.75%	1.5%	1.5%	1.5%
London			1.0%/1.0%*	1.5%	1.5%
Ottawa	2.01%	1.94%	1.92%	1.96	2.0%

* London increases split Jan/July so 1.5% cash flow

[47] In our view the rates for Toronto paramedics should not fall further behind Durham and ought to retain their relative position as being among one of the highest paid EMS services in the province.

[48] In terms of the statutory factors set out in the *ASCBA*. The parties made submissions on the current economic situation, the City's ability to pay and the

impact on services. These three statutory factors are intrinsically linked to the other factors enumerated in the legislation. While the factors are individually listed, they must be examined in context and having regard to all other relevant factors. We find that the evidence does not support the City's position that their ability to pay is restricted by the current economic climate and service reductions may have to be considered. In our view, the City is in no worse a position than any other municipality that provides ambulance services. Therefore, we find that an award in line with what has been provided to other paramedics in the province is appropriate.

[49] We have also taken into consideration the fact that the parties were able to negotiate a significant increase to the benefit plan for paramedics, by having psychological services increased from \$300 to \$3,500 per person per benefit year.

[50] Turning to the part-time ratio issue, we note that a vast majority of paramedic services in Ontario utilize part-time paramedics. We acknowledge that Ottawa does not utilize part-time paramedics. However, all the other services utilize some form of part-time complement. A number of municipal EMS providers have limitations on the use of part-time paramedics, including Peel who has a 3:1 ratio. In this regard, we are of the view that the use of part-time paramedics is normative in the sector.

[51] We are of the view that the City has provided evidence of a demonstrated need to increase the ratio to address staffing demands associated with planned absences of full-time paramedics, meal breaks and unpredictable, short-term increases in demand. However, we do not believe the evidence justifies the drastic increase the City seeks. Rather, we are of the view that a more modest increase from 5:1 to 4:1 is appropriate. In our view, this modest increase should address the City's immediate needs.

[52] In addition to increasing the ratio, we would also add that the collective agreement must reflect that no current full-time position(s) shall be converted or replaced by a part-time position(s). In other words, the alteration of the ratio is not to be at the expense of full-time positions. The use of part-time paramedics is to supplement, not replace, the full-time paramedics.

AWARD

[53] After carefully considering the submissions of the parties, we 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, appendices, and agreed upon items, save and except as amended by this award as follows:

- **All matters previously agreed upon between the parties.**
- **Paramedic Wages:** Increase the wage rates as follows:
 - **January 1, 2016 - \$39.56**
 - **July 1, 2016 - \$39.86**
 - **January 1, 2017 - \$40.26**
 - **July 1, 2017 - \$40.65**
 - **January 1, 2018 - 1.0%**
 - **July 1, 2018 - 0.75%**
 - **January 1, 2019 - 1.0%**
 - **July 1, 2019 - 0.75%**
- **Part-time ratio:** Increase the part-time ratio, effective date of award, from 5:1 to 4:1 and add a provision that no current full-time paramedic positions shall be converted or replaced by part-time positions.

[54] Unless specifically addressed in this award, all outstanding proposals are dismissed.

[55] We remain seized until the parties have signed a new collective agreement.

Dated at Toronto, Ontario this 30th day of July, 2018

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

John Stout – Chair

“I dissent”

Joe Herbert - Union Nominee

“I dissent”

Mark Mason– Employer Nominee

DISSENT OF UNION NOMINEE

While I agree with the Chair's determination that the increases negotiated in respect of other paramedics, and in particular the rates paid at Durham, are of the greatest importance in determining the increases to be awarded to Toronto paramedics, in my view the increases are somewhat lesser than they should be. While the first two years of the agreement will maintain the flat amount differential with Durham, necessitating then greater percentage increases than provided to Durham paramedics, the award ought to have gone farther and reduced the differential. Such a result would have been more consistent with the approach taken in the earlier 'Armstrong Award' between the same parties, which award was expressly directed at maintaining superior wage rates for Toronto paramedics.

In respect of the final two years of the agreement, on my read percentage increases are trending upward in paramedic settlements and the increases awarded may turn out to be insufficient even to maintain the flat amount differential between Toronto and Durham, let alone reduce the disparity. The Durham increases for the final two years were not available to us.

In that context, I would not have awarded an amendment to the part-time ratio, although I obviously agree with the amendment protecting full-time positions.

Dated this 30th day of July, 2018 at Ottawa, ON.

Joe Herbert

Union Nominee

DISSENT OF EMPLOYER NOMINEE

I have reviewed the award of the Chair in this matter and while I accept and support his rationale on many points, I do not believe that he has reached the appropriate balance with this award and therefore I must respectfully disagree with the overall outcome.

First, in my view the City's position that the wage rates negotiated with TCEU 416 for the outside workers is the most relevant comparator should have been given significantly more weight. The wages increases have been the same in the overwhelming majority of settlements between the parties historically with few exceptions where significantly different factual circumstances existed. The "replication" principle should govern in this case and the wage rates negotiated with TCEU should have been applied as the parties themselves have concluded most often. Absent the unique circumstances of this round of negotiations, it should be expected that the normative approach of parity with the wage rates negotiated with TCEU 416 for the outside workers should return going forward in future negotiations.

Second, I support the Chair's conclusion that other emergency service workers (Toronto Police Service and Fire Service employees) or first responders are not to be used as comparators. There is no arbitral support for the Union's position and in fact this same type of argument has been previously dismissed on at least a couple of occasions in the City of Hamilton by arbitrators Swan (denied parity with other emergency service workers) and Stephens (denied the same negotiated increases as other emergency service workers). I commend the Chair on his straightforward analysis and conclusion in that regard.

Third, I also support the Chair's conclusion that the Durham Region rates represent an anomaly within the sector. This is a conclusion that has been reached by several other interest arbitration boards/chairs and it is a conclusion that other services have reached on their own as reflected in their negotiated settlements.

I appreciate the Chair's attempt to fashion a balanced award. In my respectful opinion, the Chair has given too much weight to a stated need to maintain the City's wage rate at a certain position as amongst the most relevant services in Ontario. On the City's submissions, the City's proposed increases would maintain Toronto as the second highest paid service in Ontario. That is what the parties have freely bargained in the past and while the City's paramedic rates might have slightly eroded over time, that has clearly been accepted by both parties through their freely negotiated settlements.

As such, in my opinion the wage increases awarded are excessive. The Chair's awarded increases are within the range of reasonableness in light of other EMS settlements and the split increases he has awarded, reflective of past City and TCEU bargaining patterns, offer cash flow and cost savings to lessen the overall

impact of his award. However, those increases were negotiated in services where they do not face the same restrictive use of part-time employees as is present here with the part-time ratio.

It is clear on the comparator data that any restriction on the number of part-time employees is not normative across the sector as a whole. The Chair has referenced Peel Region (3:1 ratio) and while he notes that there are a “number of municipal EMS providers” with limitations on the use of part-time employees, the reality is that the number is very small and the overwhelming majority of those are not as restrictive as the City’s stated ratio is. With the exception of Ottawa, as noted by the Chair, all of the other services utilize some form of part-time component. This is an essential component in the operation of EMS services across Ontario.

The Chair has clearly recognized the importance of this issue and has recognized that the City demonstrated a need for change in the current ratio that was negotiated as a first step towards the inclusion of part-time employees in the EMS service through its submissions to this Board. I support the Chair in that regard.

However, I would have awarded a more significant change to the part-time ratio to bring it in line with that of Peel Region which is a direct comparator as a significant GTA service. If that was the case, the wage increases awarded by the Chair, which are on the high end of the range which has been negotiated in the other services, would be more appropriate and combined would represent a more balanced outcome.

In conclusion, I support the majority of the Chair’s rationale. I would have simply come to a different conclusion on the substantive issues – either:

- (a) rates that are closer to those negotiated by the City and TCEU for the outside workers but perhaps increased slightly to reflect the negotiated increases in the sector, coupled with the modest increase which the Chair has awarded with respect to the part-time ratio at 4:1; or
- (b) the rates awarded by the Chair which are reflective of the normative wage increases that are being negotiated elsewhere amongst the reasonable comparators, coupled with a more appropriate change in the part-time ratio to 3:1 (reflective of Peel Region’s limitation) or 2:1 as proposed by the City to give true relief to the operational restrictions that the City faces which the overwhelming majority of services in Ontario do not face with respect to the use of part-time employees.

DATED AT WHITBY THIS 31st DAY OF JULY, 2018:

“Mark H. Mason”
Mark H. Mason, City Nominee