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31 August 2012

**VIA EMAIL ATTACHMENT AND POST**

Mr. Brian Kenny  
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Mr. Sean McManus  
McManus & Hubler  
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**Re: In the Matter of the Fire Departments Platoon Act and  
Binding Interest Arbitration between  
The City of Regina (“City”) and  
Regina Professional Firefighters Association, Local 181, IAFF (“Association”)**

An arbitration hearing in the above matter was held in Regina on August 29 & 30, 2012. At the hearing, the City and Association made comprehensive oral and written submissions and provided numerous exhibits and authorities. The sole witness, Mr. Layne Jackson, Deputy Chief, testified on behalf of the City.

At the conclusion of the hearing, the arbitration board (“Board”), consisting of Messrs. Bob Linner, Allen Ponak (Chair), and Lorne West, convened and was able to reach a decision with respect to the matters in dispute. In a desire to provide this decision as quickly as possible, the Board is communicating the decision in a letter form (having previously received approval for this approach from City and Association counsel). Should either party wish a traditional award that includes the parties’ arguments, a review of the authorities, and more detailed explanations, it should advise the Board chair within 15 calendar days. Otherwise, the Board will assume that this letter suffices.

The Board’s decision, which is unanimous, is set out below.

Term of Collective Agreement

The City and Association have agreed that the term of the collective agreement is January 1, 2010 to December 31, 2012.

### Wage Rate Increases

The parties agreed that wage rate increases are benchmarked to the 1<sup>st</sup> class firefighter wage rate.

January 1, 2010	3.75%
July 1, 2010	3.00%
January 1, 2011	2.25%
July 1, 2011	2.25%
July 1, 2012	4.00%

In reaching this decision on wage rate increases, comparison to firefighter wage schedules, negotiated and arbitrated wage increases, and historical relationships and firefighter wage trends in four other major Prairie cities, Calgary, Edmonton, Saskatoon, and Winnipeg, was the primary factor in the Board's decision. A secondary factor was the wage schedules and negotiated wage increases of other municipal employees in Regina, including police.

### Wage Retroactivity

The parties have agreed that the wage increases are retroactive to January 1, 2010. All current bargaining unit members and any former bargaining unit members who worked during the term of the collective agreement are eligible for the increase.

By November 1, 2012 at the latest, and sooner if practicable, the Association must identify and bring to the City's attention former bargaining unit members eligible for the retroactive wage increase.

By November 1, 2012 at the latest, and sooner if practicable, the City must pay the retroactive pay increases to current bargaining unit members and eligible former bargaining unit members.

The November 1, 2012 time limit may be extended by mutual agreement of the City and Association.

### Superior Pay

The current collective agreement provides superior duty pay to employees who are asked to perform the duties of a superior position for six hours or more (Article 24.H.A.(iii)). The Association proposed that superior duty pay should begin from the first moment an employee is asked to perform the duties of a superior position.

The Board declines to accept this proposal, noting, among other factors, that Saskatoon firefighters have a contract provision similar to that of Regina. However, the Saskatoon collective agreement contains a sentence designed to alleviate any concerns that the threshold could be manipulated. Although no evidence was presented of such manipulation in Regina, the Board adds the following sentence to the end of Article 24.H.A.(iii):

"Employees shall not be alternated in a superior position to avoid the payment of superior duty pay."

### Schedule C

Schedule C applies to bargaining unit members in the Fire Department Maintenance Branch. The City proposed that any wage increase awarded to employees in Schedule A and Schedule B not be applied to Schedule C employees – in other words employees in Schedule C would have their wages frozen for the duration of the collective agreement. The rationale for the City's position is that employees in Schedule C perform maintenance work and have qualifications similar to that of City maintenance employees in other departments, but already receive substantially higher salaries. The Union opposed the freezing of Schedule C wages on the grounds that the City had not provided sufficient evidence to support a wage freeze.

The Board declines to accept the City proposal. Wage adjustments under this contract will apply to Schedule C employees.

In reaching this conclusion, the Board is sympathetic to the position advanced by the City with respect to the wage disparity between maintenance employees in the Fire Department and maintenance employees in other City departments. Had the Board been provided with more comprehensive evidence comparing the duties, specialized training, and risks of maintenance employees in the Fire Department to maintenance employees in other departments, as well as comparators with contracts in other major Prairie cities, the Board would have seriously considered accepting the City's proposal, in whole or in part.

### Indexing of Inspectors

The Association proposed raising the index of inspectors under Schedule B and collapsing the current categories of inspectors into two classifications: Inspector 1<sup>st</sup> Year (126%) and Inspector 2<sup>nd</sup> Year (127%). Under the current collective agreement the maximum indexing is 117% for an Inspector III, 2<sup>nd</sup> Year. The City opposed this change, noting that indexing for most positions, including inspectors, had been examined in the 2008 arbitration award between these parties chaired by Arbitrator Paus-Jenssen and there was little justification for re-visiting the issue.

The Board is not satisfied that the Association has made a sufficient case for collapsing the inspectors classification into the two proposed classifications and declines to accept this aspect of the Association's proposal.

In terms of the indexing, the Board notes that the Senior Inspector and Hazmat Inspector positions have been deleted from the Fire Department's organizational chart and that no current plans exist to re-introduce or fill these positions. This change has resulted in some additional duties of current inspectors and a change in accountabilities and reporting. Accordingly, the Board concludes that an increase in indexing of the most senior inspector position is justified. The new indexing schedule is as follows:

Inspector I	102%
Inspector II	105%
Inspector III - 1 <sup>st</sup> Year	116%
Inspector III - 2 <sup>nd</sup> Year	120%

The Board will retain jurisdiction should any questions arise with respect to this award or its implementation. The Board wishes to thank Mr. Kenny and Mr. McManus for their excellent submissions.

As chair, and reflecting that this is a unanimous award, I am signing this letter on behalf of Mr. Linner, Mr. West, and myself.

Allen Ponak  
Chair

cc. Mr. Bob Linner  
Mr. Lorne West

/letteraward.city of regina-iafflocal181.interest arbitration.sent to parties