

IN THE MATTER OF THE *POLICE SERVICES ACT*

-and-

IN THE MATTER OF AN ARBITRATION

BETWEEN:

THE OXFORD COMMUNITY POLICE SERVICES BOARD

- The Employer

- and -

THE OXFORD COMMUNITY POLICE ASSOCIATION

- The Union

AND IN THE MATTER OF an arbitration under Section 122 regarding new collective agreements

Arbitrator: Howard Snow

Appearances:

On behalf of the Employer

Glenn P. Christie

- Counsel

Kevin Boulton

- Chair, Oxford Community Police Services Board

Edward Down

- Former Chair, Oxford Community Police Services Board

Ronald Fraser

- Chief of Police, Oxford Community Police Services Board

On behalf of the Union

Barrie Chercover

- Counsel

Tammy Griffith

- President

Amy Hesch

- Vice President

Steve Berkeley

- Member, Bargaining Committee

Neil Butler

- Member, Bargaining Committee

Veronica Nelson

- Member, Bargaining Committee

Hearing held July 27 and August 24, 2004, in Woodstock, Ontario.

# AWARD

## I. INTRODUCTION

This is an interest award between the Oxford Community Police Services Board and the Oxford Community Police Association. The negotiations for both the uniform and civilian bargaining units were conducted jointly and both were referred together for arbitration.

## II. THE ISSUES AND THEIR RESOLUTION

The Union represents the sworn officers and the civilian employees of the Oxford Community Police Service in two separate bargaining units. The Oxford Community Police Service provides policing for the city of Woodstock and parts of Oxford County.

As the parties were unable to conclude new collective agreements, the Union sought the appointment of an arbitrator to settle the terms of the agreements. The Chair of the Ontario Police Arbitration Commission appointed me and specified that the method of arbitration be mediation-arbitration.

The only item upon which the parties reached agreement was the duration of the two collective agreements - they are to operate for three years from January 1, 2003, through December 31, 2005.

One day of mediation was held and was largely unsuccessful.

A day of arbitration then took place. Although the Union made additional proposals during mediation, at the arbitration the Union had 10 proposals common to both units, 2 proposals applicable only to the uniform unit and 6 proposals applicable only to the civilian unit.

Throughout the process the Employer had 5 proposals common to both bargaining units. The parties made submissions on the 23 outstanding issues, as well as on the more general approach to be followed in resolving those issues.

The large number of items in dispute reflects the manner in which the parties appear to have negotiated in this round of bargaining. It seems that the parties focused on the major items in dispute and spent little time discussing the numerous smaller matters. At the hearing some of the arguments presented by one party appeared new to the other side.

This award reflects what I believe the parties would have agreed upon had they achieved their own settlements, sometimes referred to as the replication approach. Although it has been difficult to form an opinion as to what the parties would have agreed upon for some individual items, with respect to the overall packages for the two collective agreements I have endeavoured to reach conclusions similar to that which I believe the parties would have reached. In so doing I have been mindful of the criteria specified in Section 122(5) of the *Police Services Act* - ability to pay, economic situation in the province, local factors, comparison with other employees, etc. - which interest arbitrators are directed to consider.

Although I have resolved the various issues upon which the parties disagreed, I have left it to them to prepare the necessary language changes for their collective agreements. Should they have difficulty with this, I retain authority to draft the appropriate language.

#### 1. Senior Constable Pay

The first of the two major matters in dispute between the parties concerns the Union request for enhanced senior constable pay. Under the old uniform collective agreement constables with 10 years of continuous service with this Employer were paid an additional 2% per year.

The Union sought to increase this by paying constables with 8-16 years experience as an officer, although not necessarily with this Employer, an additional 3% (rather than 2%), those with 17-24 years of experience 4%, and those with 24 or more years experience 5%. The Union asked that this begin January 1, 2005.

This proposal was prompted by the 2003 collective agreement between the Toronto Police Service and the Toronto Police Association. There the premiums for senior constables were set at 3%, 6% and 9%. That provision was designed to help the Toronto Police Service retain senior officers. Many other police unions and police services have negotiated similar pay provisions, although not always for the purpose of retaining officers. Arbitrator Barry Fisher awarded a similar provision in a recent interest arbitration award in Sudbury.

I note that in Toronto and in Sudbury there were compensating changes made elsewhere in the agreement to pay for this increase. This Union did not identify any proposed compensating changes.

Although most of the so called "big 13" police forces, that is the 13 largest police forces in Ontario, have now reached a similar senior constable pay provision, none of the group of seven police forces similar in size to this force (i.e. Brantford, Sault Ste. Marie, Peterborough, Sarnia, South Simcoe, North Bay, and Timmins) used by the Employer throughout the hearing as an appropriate comparison group for these employees has a similar three stage provision. Peterborough does have an arrangement providing for 2% after 10 years and 5% after 20 years, but again there were reductions in other benefits to help pay for the provision.

The Toronto Police Service had a problem retaining senior constables and its senior constable allowance was clearly intended to help deal with that Toronto problem. There was no

evidence that this Employer has a problem retaining senior constables. Some officers have left, but some of those simply returned to the police force from which they had come. Many officers moved to the Ontario Provincial Police but that police force is currently not hiring. The rationale which prompted the Toronto provision is not applicable to this police service at this time. The Union did, however, suggest that it would become difficult to retain senior constables in this police force if improved senior constable pay were not included in the collective agreement.

*Decision:*

*The fact that some other police collective agreements have a provision providing improved senior constable pay is not, in and of itself, persuasive that it should be added here. There was no persuasive argument as to why the senior constables need this salary increase, an increase which would alter the traditional salary structure in this collective agreement. I reject the Union request for this benefit.*

2. Salaries

The Union sought an increase for both the uniform and civilian units of 3.75% in each of 2003 and 2004, and a further 3.5% increase in 2005. The Employer proposed a 3.0% increase in each year, again for both units.

Both parties provided extensive information in support of their proposed increases. The parties referred to wage increases in numerous comparison groups, each using different groups of police units in Ontario for comparison purposes. The Employer also made an extensive submission that the civilian unit should not always receive the same increase as the uniform unit, but ultimately the Employer's own proposal was for the same increase in both units.

I agree with the Employer that the two units need not receive the same salary increase. However, the same increase for uniform and civilian units has been common both in police bargaining in Ontario and in previous rounds of bargaining between these parties. In this arbitration both parties proposed that the two units receive the same increase. As there was no persuasive submission why the increases for these two bargaining units should differ in this set of negotiations, I am awarding the same salary increase to both units.

Salary increases are generally set through an analysis of the increases reached by other groups of unionized employees. The parties provided information regarding salary increases outside the police sector and there was considerable variation in wage increases in the broader economy. Given the small difference between the parties in this dispute, I find the broader information to be of little assistance. Both the Employer and Union position on salary increases can be supported by reliance on the broader data, but that data does not help me in selecting an actual increase.

In police bargaining in general, and in this instance in particular, it is the salary increases for other police services in Ontario that is of primary importance in setting new salaries. However, the parties disagreed on the appropriate group of police forces to be used for comparison. The Union argued that, among other groups, I should use the 13 largest police services in the province. The Employer argued that I should look at similar sized police services. I do not find that any one group of police forces is the “right” group; however, the closer another police force is to this Oxford police service in terms of size and geography, the more helpful it is for comparison purposes in establishing an appropriate increase here.

The Employer’s comparison group of similar sized police forces consisted of Brantford, Sault Ste. Marie, Peterborough, Sarnia, South Simcoe, North Bay, and Timmins. Since 1992 (that is, throughout the period examined by the Employer) the annual salary for a first class

constable in this Oxford police service has exceeded the average for that group, and recently the difference between salaries of police in Oxford and the salaries of police in that group of police forces has been about \$2,500 per year. The Employer's proposed increase would reduce the difference between them. There was no persuasive reason why the difference in salaries should be reduced. On the other hand, the Union's proposed increase generally maintains the historical relationship between the salaries here and the salaries in the Employer's comparison group, although even under the Union proposal the difference in the salaries would be somewhat reduced in 2005.

Recently the salaries of the police officers in this police force have kept pace with the salaries of the police in the 13 largest police forces in Ontario. In each of the four years from 1999 through 2002 the salaries of the police in this force have been near the mid point of the salaries of the police in the 13 largest forces. The Union's proposed increase would maintain that historical relationship between the salaries of the Oxford police and the salaries of the police in the 13 largest Ontario police forces. I note that, whether the salaries in that group of police forces have influenced these salaries, or whether the salaries both here and in that group of 13 police forces have been independently influenced by the same larger economic trends, or whether there is another explanation, if I adopt the Union proposal then the relationship between the salaries here and those in the group of the 13 largest forces would remain similar to that which has existed recently. On the other hand, the Employer proposal would alter that relationship, as the salaries of the police in this force would fall in relation to the salaries of the police in the 13 largest police forces; under the Employer proposal by 2005 the salaries of the Oxford police would be far below any of those 10 large forces which have already concluded agreements for that year.

The Union also compared Oxford salaries with salaries in other police forces in southwestern Ontario. Although there is variation in the salaries of those police forces, the salaries of the

Oxford police have been within the range of those salaries. A number of police forces in that group have settled collective agreements for 2005. The Union proposal on salaries would maintain the historic relationship between salaries here and in those nearby police forces. The Employer proposal would by 2005 move the salaries here below the range of salaries for those police forces who have settled for 2005.

Finally, it is important to keep the issue of total compensation in mind. I note that some of the 13 largest police forces and some of the southwestern Ontario police forces have recently agreed upon enhanced senior constable pay of the type the Union sought here. As a result, the increases in total compensation for those police forces is higher than is indicated by a simple review of the salaries of the first class constables. In deciding on a salary increase I have been mindful that I did not award enhanced senior constable pay here.

*Decision:*

*The comparisons within the police sector indicate that the salary increase requested by the Union maintains the historical relationships between salaries here and those in other police forces. On the other hand, I find the Employer proposal low, perhaps because the Employer was concerned about the potential cost of an increase in senior constable pay. I award both units the increase sought by the Union, that is an increase of 3.75 % on January 1, 2003, an increase of 3.75% on January 1, 2004, and a further increase of 3.5% on January 1, 2005.*

3. Annual Leave

The Union sought to add a provision such that employees would receive 7 weeks vacation after 25 years of continuous employment. The maximum under the old agreements was 6 weeks after 20 years.

While a number of police collective agreements provide for 7 weeks of vacation, some of those specify that the number of years of service needed for this amount of vacation be more than 25 years. Moreover, in some collective agreements the years of service required for 6 weeks vacation is higher than the 20 years needed here.

*Decision:*

*Collective bargaining is designed to resolve problems. I am not persuaded that there is any problem associated with the current vacation arrangements - there was no suggestion that 6 weeks was inadequate or creating any difficulties. The request for this change is denied.*

4. Overtime

There were two changes proposed here.

Currently the two agreements refer to a December 2000 Memorandum of Understanding which has been replaced by a 2002 Memorandum. The Union sought to update the reference.

Of greater substance, the old agreements provided that only overtime work in excess of 30 minutes at the end of a shift would receive premium pay. The Union sought to change that so the overtime premium would apply to all work beginning as soon as the shift ended. The 2002 Memorandum which outlines the 12 hour shift schedule calls for those members to be paid overtime rates for all work beyond the end of the shift.

*Decision:*

*It is common for all overtime work to receive premium pay. In addition, a collective agreement should reflect the actual practice and the real agreement between the parties. Since 2002 the operative Memorandum has been the 2002 Memorandum and it provides for*

*those employees to receive premium pay for all extra work. I award both the Union's requests - the reference to the 2000 Memorandum is to be changed to the 2002 Memorandum and the overtime provision is to reflect that overtime is paid for all work beyond the end of the shift.*

#### 5. Standby and Off Duty Court Attendance

Although employees are required to standby on occasion, i.e. remain readily available to attend work such as when an employee may be needed to testify in court, the parties currently have no standby provision in the collective agreements. The Union sought a minimum of 4 hours pay for each instance of standby.

In addition, a member who works the night shift may have to attend court during the day. Currently a member is entitled to, but need not take, 8 clear hours off after appearing in court and before returning to work. In that instance the time off work is deducted from the employee's overtime account. The Union sought to have that time paid by the Employer rather than deducted from accumulated overtime.

The Employer sought to decrease the pay for employees called back to work on a statutory holiday. The old agreements call for three times regular pay plus the time off. The Employer asked that the triple pay be changed to time and one half.

#### *Decision:*

*This is one of the items which I believe the parties did not fully discuss. Under collective agreements, employees are compensated for their work in a number of ways. These compensation packages vary from one collective agreement to another. In comparing collective agreements it is easy to find some aspect of the compensation which appears either*

*to be high or low, but it is important to keep in mind the overall package. While I am sympathetic to each of these requests, when the parties last looked at these items they agreed on the package as it currently exists. On balance, I do not think that the changes I might make - that is, more here, less there - would necessarily be improvements from the balance which the parties achieved in the old collective agreements. I decline all the requests in this area; these provisions are to remain unchanged.*

## 6. Police Association Activities

The Union sought to rationalize the provisions in the two agreements. In part this was prompted by the election of a civilian employee as President. The implicit assumption in the old agreements was that the President would be a member of the uniform bargaining unit.

Under the uniform agreement employees have a right to attend certain meetings. However, under the civilian agreement employees have a right to attend some meetings but the Chief of Police has a discretion regarding attendance at other meetings - e.g. the Chief has the discretion to allow one civilian employee to attend civilian meetings of the Police Association of Ontario. The Union sought to remove the Chief's discretion.

Currently both agreements contain restrictions regarding two employees from the same platoon attending certain meetings. The Union sought to remove those restrictions.

### *Decision:*

*I make only one award in this area. I direct that the provisions in the two agreements be rationalized so that there is no implicit assumption that the President is a sworn officer. I reject the other Union requests regarding the removal of the Chief's discretion and the removal of the restrictions on two persons from the same platoon attending certain meetings.*

7. Vision Care

The vision care benefit is currently \$150 every two years. The Union sought an increase to \$250.

Most other agreements provide more than \$150 in vision care. The Employer acknowledged that an increase was warranted.

*Decision:*

*The current vision care benefit is low. I award an increase in vision care benefits to \$250 every two years.*

8. Training Courses

Employees who take a course at any police college are entitled to an extra \$40 per week while on course. This allowance is in addition to travel allowance, meals, accommodations, etc.

In addition, if an employee is assigned to take a course that lasts at least one week, then he or she is to be relieved of duty for the day before and the two days after the course.

The Union sought three changes to both agreements - increase the allowance to \$55 per week, remove the limitation to police colleges so that the allowance applied to courses taken elsewhere, and provide off-duty time for travel to and from courses which last less than one week.

On the other hand, the Employer sought to prorate the allowance so that if the course lasted less than a week the allowance would be \$9 per day and also sought to reduce the off duty time.

*Decision:*

*While the specific proposals for change in this area are reasonable, I can only assume that in the last round of bargaining the parties agreed that the current provisions represented a reasonable balance between their conflicting interests. Perhaps the old lower \$40 rate was intended to be offset by the fact there was no prorating of the allowance. In any event, I am not persuaded that these provisions require change and thus make no award in this area. The provisions are to remain unchanged.*

9. Pregnancy and Parental Leave

Currently the two agreements provide for 17 weeks pregnancy/parental leave during which the Employer tops up Employment Insurance benefits to 75% of the member's regular rate of pay. The Union sought to extend that to 35 weeks.

Although 17 weeks was a very common period for pregnancy/parental leave in Ontario, it is becoming much less common. The federal *Employment Insurance Act* and the provincial *Employment Standards Act* have both been amended recently to improve pregnancy/parental leave provisions. Many police collective agreements have also been improved. A number have moved to provide 26 weeks of EI top-up, although other arrangements also exist.

*Decision:*

*I believe that an improvement in the pregnancy/parental leave provisions of the two agreements is warranted. I conclude that a change to provide for a top up of the EI benefit*

*to 75% for 26 weeks, rather than the current 17 weeks, is reasonable and I award this.*

#### 10. Legal Indemnification

Both agreements currently call for the Employer to cover the costs of a lawyer for an employee during the first 72 hours of an investigation by the Special Investigations Unit (SIU). The Union sought to remove the 72 hour restriction.

Other police collective agreements in Ontario provide for more indemnification, some provide less. There is considerable variety in how other collective agreements deal with this issue; for example, some have no time limit but instead limit the legal expenses to those which are reasonable or necessary.

#### *Decision:*

*The parties have conflicting interests here. Employees seek legal advice when involved in an SIU investigation. Their career and reputation may well be at stake. Legal costs during an SIU investigation can be extensive and employees reasonably seek assistance with this expense. On the other hand, the Employer seeks some limit on the amount for which it may be liable. From the Employer point of view, this Union proposal providing unlimited legal assistance would create an unpredictable and uncontrollable expense. While the Employer suggested it might consider a provision with other means to limit the total cost (e.g., limit it to local lawyers) the Union expressed no interest.*

*I am not persuaded that there is sufficient difficulty with the current provision to necessitate change at this time. The current provision protects an employee in the early stages of the investigation, but there is a clear time limit, and thus a limit on the expense for the Employer. I make no change in this provision.*

## 11. Fitness Award

The current uniform agreement provides for an allowance of \$100 per year for employees who have qualified for the Ontario Police Fitness Award. There is no similar provision in the civilian agreement. The Union sought both to increase the payment to \$125 and to apply it to the civilian unit.

There is no clear pattern in police collective agreements on this issue. Many agreements make no mention of any payment for achieving this level of fitness.

*Decision:*

*a) I accept that fitness is a benefit to employees and also to the Employer. I am not, however, persuaded that civilian employees need an allowance to acknowledge that they are fit or to promote fitness.*

*b) As for the uniform unit, there was no suggestion that the \$100 amount was originally tied to some external standard and, instead, I was left with the impression that it was originally a token amount. I see no need to increase the amount of this fitness award for the uniform unit. The provision is to be left unchanged.*

## 12. Specialty Pay

The uniform agreement currently provides that uniform members assigned as coach training officers receive \$5 per day. The Union sought to increase that to \$7.50 per day. Many other collective agreements provide for a higher amount.

In addition, the Union sought a new provision giving any member assigned to work in

Criminal Investigation, in Criminal Intelligence, in Community Service, or in Identification an additional allowance of 2% of a constable's salary.

Finally, the old uniform agreement provides for a \$200 per year stipend for members qualified on the breathalyser and assigned to Breathalyser Technician duties. The Union sought to extend that stipend to Intoxilyzer Technicians, Traffic Investigators, Scenes of Crime Officers, Containment Team Members, and Canine Officers.

*Decision:*

*(a) I conclude that the amount paid to Coach Training Officers is low and award an increase to \$7.50 per day as requested.*

*(b) In addition, I was advised that the Breathalyzer is being replaced by the Intoxilyzer. I conclude that the same stipend should be paid to an Intoxilyzer Technician as to a Breathalyzer Technician and I direct that this change be made.*

*(c) The other requested changes are more problematic. Again I was left with the impression that these matters had not been discussed between the parties in any detail. It is unclear which officers should receive a premium and how large a premium is appropriate. I have decided to award no new Specialty Pay.*

### 13. Lay-off & Recall, Disbandment

Under the civilian agreement there is currently no provision dealing with disbandment of this police service such as might occur if the Ontario Provincial Police were to take over the policing duties.

The Union made a detailed and restrictive proposal setting out the entitlements for civilian employees should the service be disbanded. For example, in the event the OPP was to take over policing, all employees would receive 3 months salary for each year of service, even if hired by the OPP, plus \$5,000.00, the payout of accumulated sick leave, the continuation of benefits, etc.

The Employer took the view that Section 40 of the *Police Services Act* provides adequate protection. Section 40 states that a police services board needs the approval of the Ontario Civilian Commission on Police Services to terminate the employment of an employee as part of the disbandment of a police service. Moreover the Commission “shall consent to the termination of the employment . . . only if” the board and the employee have agreed on severance pay or the issue of severance pay is to be arbitrated.

*Decision:*

*I understand the Union’s desire to address this issue and I accept that it is wise to deal with the issue of severance pay in the event the force is disbanded. But the Union proposal is restrictive and expensive and is not a reasonable provision to govern all terminations that might flow from a disbandment. Moreover, there was no mention of any likelihood that the force would be disbanded. I conclude that, in the interim, the employees are reasonably protected by Section 40 of the Act. I think it reasonable to leave this complex issue to another round of bargaining and I make no award in this area.*

14. New Classifications

The old civilian agreement contains no provision addressing pay rates for new job classifications so that if the Employer created a new position in the civilian unit the Employer would be entitled to set the pay rate. The Union proposed that the pay rates both for new

classifications and for those existing classifications where the duties are significantly altered be negotiated by the parties and, failing agreement, be arbitrated.

*Decision:*

*a). In a collective bargaining environment, pay rates are almost uniformly negotiated by the two parties and set out in the collective agreement. I direct that the parties include a provision:*

- i) requiring the negotiation of the pay rates for new job classifications; and,*
- ii) requiring arbitration of the pay rates in the event the parties fail to reach agreement.*

*b) Revised jobs are somewhat different. Many jobs change regularly. It is difficult to determine when a job has changed sufficiently that consideration should be given to a new pay rate. Some collective agreements provide for a formal job evaluation system in which pay rates depend on a measure of the value of the job. These parties do not have such a system. While I acknowledge the concern the Union seeks to address, I make no award on revised jobs. If that issue should become a greater problem in the future, the parties will have the new job provision which they can consider expanding. If they follow that path, they will have an opportunity to more fully consider the issue of whether a “significant alteration” in duties, or another standard, should be used.*

#### 15. Court Officer - Special Constable

The current civilian agreement provides that the Court Officer - Special Constable be paid 105% of the special constable pay rate. A new position of Freedom of Information Clerk was added recently and the pay rate for that new position was established at 108.5% of the much lower clerk pay rate. The Union asked that the Court Officer - Special Constable be paid 108.5% of the special constable rate.

*Decision:*

*The only suggested rationale for the increase to 108.5% for the Court Officer - Special Constable was the higher percentage premium based on a lower clerk salary now paid to the Freedom of Information Clerk. I am not persuaded that is sufficient reason to justify increasing this premium. I make no award here.*

16. Senior Civilian Pay

The Union sought a new provision in the civilian agreement paying those employees with 10 years of service a 2% premium. The Union noted that senior uniform officer pay is the norm and that some smaller police services have senior civilian pay.

*Decision:*

*Few other police agreements provide for senior civilian pay. I am not persuaded of the need for this pay increase. The request is denied.*

17(a) O.H.I.P. premium

The Union asked that under the civilian agreement the Employer pay 100% of the cost of the premiums for the Ontario Health Insurance Plan. The rationale for this was to bring the civilian agreement in line with the uniform agreement. There was no suggestion that the change would have any practical impact as there are no such premiums.

*Decision:*

*I see no reason to make a change that has no practical impact. I reject this request.*

17(b) Benefits for part time Members

The civilian collective agreement currently has no provision for benefits for part time members. The Union sought a monthly allowance of \$50.00 in lieu of benefits. Other collective agreements provide for an allowance, commonly expressed as a percentage. The Employer suggested that it be a percentage of salary.

*Decision:*

*I believe this matter should be addressed in the agreement. However, the amount paid in lieu of benefits might reasonably differ depending on whether one works, for example, 1 day per month or 3 days per week. I conclude, then, that the amount should be stated as a percentage of salary. However, I have difficulty in establishing the proper percentage figure - I was not provided with sufficient information to determine what would be a reasonable percentage figure. I thus refer the determination of the appropriate percentage to the parties. If they are unable to agree on this, I retain jurisdiction to set it.*

18. Training Pay

The old civilian agreement established that communications dispatchers assigned to train others are paid \$5.00 per day. The Union sought to increase this to \$7.50 per day.

*Decision:*

*This issue is similar to that involved in the uniform agreement with the Coach Training Officer (see #12, above). Although the comparison data is not as clear as it was with the Coach Training Officer, I conclude that a similar increase is warranted and I award an increase to \$7.50 per day.*

I turn now to the Employer proposals.

19. Sick Leave Accumulation

Under the old agreements when an employee retires he or she is entitled to be paid for unused sick leave to a maximum of 180 days. There are payouts in the event of resignation as well. The Employer asked that this payment be reduced because it is in excess of the norm in police agreements.

*Decision:*

*Again I believe that the parties did not discuss this matter fully in bargaining. While I accept that this is beyond the norm in police collective agreements, it is not clear that the solution is to simply cut this benefit without considering other matters such as the short and long term disability plans. I reject this request.*

20. Medical Certificates

The old agreements allow the Employer to require a medical certificate if an employee is absent five consecutive days. The Employer sought to change this to four days, in part because of the change in shift rotation to four 12 hour shifts followed by 4 days off. In addition, the Employer sought to specify in the text of the collective agreement the issues which the physician was to deal with in a medical certificate.

*Decision:*

*I am sympathetic to the Employer concerns regarding the use of sick days. Because of the change in shifts for some, I award a general reduction in the number of days from 5 to 4. While I am also sympathetic to the Employer's concerns about the quality of medical certificates, I am not persuaded of the wisdom of the Employer approach to addressing those concerns. I make no award on the remainder of the proposal.*

21. Pensions

The employees are covered by the Ontario Municipal Employees Retirement System. The collective agreements refer to this and include a few details as to the contributions, etc. The Employer sought to make major changes to the language. The primary purpose seemed to be to make these two collective agreements more like collective agreements elsewhere in the province. There was no indication of any particular problem flowing from the existing language.

*Decision:*

*As there was no problem with the current language, certainly no problem which would persuade me to direct this wholesale change in the language of the article, I reject the Employer proposal.*

22. Call Backs

and

23. Training Courses

The Employer proposals on both call backs and training courses were addressed with the Union proposals on the same items (#5 and #8, above).



For clarity, I direct that the salary increase in item #2 above be retroactive to January 1, 2003. The remaining changes to the collective agreements are to be effective as of the date of this award. Where I have not awarded any changes to the agreements, the existing language continues.

Finally, I remain seised to deal with any issues which may arise in the implementation of this award.

Dated in London, Ontario, this 24th day of September, 2004.

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Howard Snow, Arbitrator