

**In the matter of an interest arbitration pursuant to the Fire Protection and Prevention Act, 1997**

**BETWEEN**

**Sudbury Professional Fire Fighters Association  
Local 527 International Association of Fire Fighters  
("the Association")**

**And**

**The Corporation of the City of Sudbury  
("The City")**

**Before: Matthew R. Wilson, Sole Arbitrator**

A hearing in this matter was held by videoconference on July 4, 2025 and subsequent mediation meetings were held.

## **APPEARANCES**

### **For the Association:**

Jeffrey Sack, K.C., Counsel  
Wassim Garzouzi, Counsel  
Nicole Whitmarsh, Counsel  
Mike Palachik, IAFF DFSR Advisor  
Mike Squarzolo, President  
Darcie Merrill, Vice President  
Chris Zawierzeniec, Secretary/Treasurer  
Francois Seguin, Executive Member  
Eric Breau, Executive Member  
James Caruso, Executive Member

### **For the City:**

John Saunders, Counsel  
Kimberly Dias, Counsel  
Kevin Fowke, General Manager, Corp Services  
Joseph Nicolls, Fire Chief  
Gabrielle Servais, Human Resources Business Partner  
Jesse Oshell, Deputy Fire Chief  
Nathan Melin, Deputy Fire Chief  
Craig Lawrence, Assistant Deputy Fire Chief  
Patrick Villeneuve, Assistant Deputy Fire Chief  
Meredith McNeil, Human Resources Business Partner  
Shannon Allen, Manager of Financial and Support Services  
Taylor Hancock, Co-ordinator of Finance

## AWARD

This matter is an interest arbitration pursuant to the *Fire Protection and Prevention Act*, 1997, S.O. 1997, c.4 (“the Act”). I was appointed pursuant to subsection 50.7(1) of the *Act* to settle the terms of the collective agreement between City of Greater Sudbury and Sudbury Professional Fire Fighters Association, I.A.F.F. Local 527. The collective agreement expired on December 31, 2023.

The City has a population of approximately 179,802 with a geographic area of 3,186 square kilometres. The Association represents approximately 142 members in the Suppression Division, the Fire Prevention Division, the Training Division and the Mechanical Division. The Department has eighteen (18) stations.

These parties brought forward many proposals to amend the collective agreement. Some proposals sought to fundamentally alter significant parts of the collective agreement. Other proposals reflected the normative changes in the collective bargaining environment including improvements to compensation and benefits.

The general principles of interest arbitration were not in dispute. In considering the proposals of the parties, I have tried to replicate what the parties would have negotiated if they were to resort to a strike or lockout. I have also considered the comparators that were put before me. These parties had a general agreement on the appropriate comparators in the fire sector with some exceptions where the parties directed my attention to specific provisions in collective agreements from other fire and municipal services as well as the employee groups within the City.

The principle of total compensation was also considered as the Association put forward numerous monetary proposals, some of which were costly. In considering the entire cost of the award, I recognize that there is a dispute between the parties about the economic health of the municipality and the capacity of what the City can afford.

The arbitral jurisprudence presented to me reflects the principle of gradualism or incrementalism.

I have also applied the criteria stipulated in section 50.5(2) of the Act. That section reads as follows:

- (2) In making a decision, the arbitrator shall take into consideration all factors the arbitrator considers relevant, including the following criteria:
  1. A comparison, as between the employees and other employees in the public and private sectors, of the terms and conditions of employment.
  2. A comparison of collective bargaining settlements reached in the same municipality and in comparable municipalities, including those reached by

employees in bargaining units to which the *Labour Relations Act, 1995* applies, having regard to the relative economic health of the municipalities.

3. The economic health of Ontario and the municipality, including, but not limited to, changes to labour market characteristics, property tax characteristics and socio-economic characteristics.
4. The employer's ability to attract and retain qualified firefighters.
5. The interest and welfare of the community served by the fire department.
6. Any local factors affecting the community.

As is common in interest arbitration awards in the fire sector, I will not comment on every proposal that is not awarded. It is important to recognize that the process selected by the Minister was mediation-arbitration pursuant to subsection 50.2(4) of the Act. Since the hearing date, I have met with counsel on multiple occasions with a focus of mediating the issues in dispute. Through this process, I have given direct feedback to counsel about the proposals that were put forward. Such feedback from the mediator-arbitrator is typical in these proceedings and is designed to help move the parties towards a settlement.

As a full settlement of the issues was unavailable, it is my statutory obligation to issue an award on the matters that remain in dispute.

Although the City identified several priorities, it focused its submissions on its proposals pertaining to overtime. The City emphasized that overtime costs were prohibitively expensive and trending upwards. It attributed the escalating costs, in part, to increases in absenteeism.

The data put forward by the City shows a decrease in overtime hours worked over the past three years. However, there is no question that the costs associated with those hours has increased. I am persuaded that a measured approach to the City's overtime proposals is appropriate and that there is a demonstrated need for some relief to the overtime costs.

The Association had many proposals pertaining to compensation. Some of these proposals are not normative as they are not found in the comparator collective agreements. However, the Association made a convincing case that I ought to follow a pattern of awarding a benefit pertaining to accidental death due to occupational disease as well as improvement to the availability of prescription drugs. These improvements follow a trend in the sector.

A significant difference between these parties is in the area of wages. In particular, the parties disagreed on the weight, if any, that ought to be given to various comparators

including the City's municipal workers and the Sudbury police. The City urges me to consider the wage increases that were negotiated with the City's indoor and outdoor workers. The Association argues that the more appropriate comparators are the regional fire comparators as well as the Sudbury police.

As has been noted by many interest arbitrators, the local police rates are particularly relevant and should be accorded significant weight where there is a clear historical relationship (see, for example, *City of Oshawa*, 2022 CanLII 77749 (ON LA) (McIntyre); *City of Guelph*, 2017 CanLII 7602(ON LA) (Hayes)).

In Sudbury, there has been a relationship between the local police and fire rates. This relationship can be traced back to at least 2004 where there were identical rates or very close to identical rates. Parity with police wages was awarded by Arbitrator Burkett in the 2010 interest arbitration award with these parties that set a term of January 1, 2007 to December 31, 2011. The collective agreement that expired on December 31, 2014 stipulated "the July 2014 GWI will be amended ... to maintain parity with the Greater Sudbury Police Services for the calendar year 2014". In the 2017 interest arbitration award that established a term of January 1, 2015 to December 31, 2017, Arbitrator Hayes described the City's position on that provision as a "me too" clause with the police, though it should be noted that the wages were not identical as the police settled for a lower amount after the firefighters had settled. Arbitrator Hayes rejected the City's argument and held that the clause provided a guarantee that the firefighters' rate would not fall below the Sudbury police rate. Arbitrator Hayes went on to consider both the local police as well as the regional comparators in issuing the award on the wage rates.

The pattern of police-fire parity diverged at times when the terms of the collective agreements did not align. There were years (2017 to 2020) where fire rates were higher than the local police rates. There were years (2021-2023) where the local police rates were higher than the fire rates. Since 2020, the differences have been less than \$300 per year.

In my view, the local police rates should be accorded significant weight given the clear historical pattern. When the collective agreement history is considered, it is apparent that the parties have given serious consideration to the arbitral jurisprudence that supports fire-police comparability.

At the time that this award is issued, only the 2024 rate for the local police is known. That rate, negotiated by way of split increases on January 1 and July 1, is \$111,478. I award the identical rate, including the split increases. For the remaining years of the term of this collective agreement, I have set a rate that is likely to be close to the local police rate and have included a provision to maintain police-fire parity on the annual 1<sup>st</sup> Class Firefighter rate.

There are also other improvements to compensation as well as a renewal to various letters in the collective agreement.

Therefore, for the foregoing reasons, I award the following:

**Term:**

3 years - January 1, 2024 to December 31, 2026

**Wages:**

Wage increases for first class firefighter wage rates are effective and retroactive as follows (subject to the paragraph below):

**2024:**

January 1 - \$110,371

July 1 – \$111,478

**2025:**

January 1 - \$116,900

**2026:**

January 1 - \$119,000

The annual wage rates for the 1st class firefighter for 2025 and 2026 will be amended, if necessary, to maintain parity with the Greater Sudbury Police Services for those years. This is restricted to the annual wage rate and does not apply to any premium pay.

All other classifications are to be amended in accordance with the collective agreement.

**Differentials:****Effective January 1, 2024:**

Platoon Chief – Increase to 132%

Captain – Increase to 119%

Training Officer – Increase to 119%

**Benefits****Effective the date of the award:**

**Hearing Aids** - Increase to \$1,500.00 every 36 months

**Chiropractor** - Increase to \$950.00

**Massage** - Increase to \$950.00

**Psychologist** - Increase to \$4,000.00

**Accidental Death** - amend to clarify that the benefit is payable in the event of a line of duty death due to occupational disease, whether or not the death occurs during or following active employment, as determined by the Workplace Safety and Insurance Board.

**NEW - No Prior Authorization**

There shall be no provision, reference or requirement for prior authorization of any prescription drugs with a Drug Identification Number, as assigned by Health Canada.

**Overtime:**

**Amend the 4<sup>th</sup> paragraph in Article 8.04 as follows:**

Once an Employee has banked the overtime, he/she will only be permitted to take such time off at straight time or may elect to be paid out for the overtime at time and one-half (1½). ~~Any request for pay out must be made by December fifteenth (15<sup>th</sup>) of the year in which the overtime is earned.~~ **All accumulated hours shall be paid out at the end of each calendar year.**

**NEW Overtime – Add the following:**

**All accumulated hours shall be paid out at the time of promotion to a new position at the rate at which the overtime was worked (e.g. where a Firefighter is promoted to Captain, all accumulated time up until promotion shall be paid at the Firefighter rate prior to promotion).**

**Letters:**

**Letter of Commitment 3 – Station Assignment Trial – Renew**

**Letter of Commitment 4 – Training on the Lalonde Fire Grounds - Renew**

**Letter of Commitment 6 – Modified Work Committee - Renew**

**Letter of Understanding – Hours of Work Trial for Fire Prevention Officers and Public Safety Officer – Renew**

**Retroactivity:**

Any employees who have left the employ of the City since January 1, 2024 are to be notified in writing at the address on file within 90 days of the date of this Award and are to respond within a further period of 30 days. Payment to these employees is to be made within 45 days of the City receiving notice from such employees of their desire to accept the retroactive payments. Any failure of the employee to respond within the 30-day time period will be deemed to be a waiver of such payments.

Except as otherwise provided, all awarded changes to the Collective Agreement will be effective from the date of this Award. Unless specifically addressed in this Award, all outstanding proposals are dismissed.

The Parties are ordered to enter into a Collective Agreement that incorporates all of their agreed-upon provisions and all of the changes mandated by this Award.

I remain seized until such time as the parties have signed a Collective Agreement.

Dated in Whitby this 26<sup>th</sup> day of November, 2025

A handwritten signature in black ink, appearing to read 'Matthew Wilson', written over a horizontal line.

Matthew Wilson  
Arbitrator

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**BETWEEN**

**Sudbury Professional Fire Fighters Association  
Local 527 International Association of Fire Fighters  
("the Association")**

**And**

**The City of Greater Sudbury  
("The City")**

**Before: Matthew R. Wilson, Sole Arbitrator**

**For the Association:**

Jeffrey Sack, K.C., Counsel  
Mike Palachik

**For the City:**

John Saunders, Counsel  
Kimberly Dias, Counsel

A hearing in this matter was held by videoconference on May 25, 2026.

## AWARD

1. This matter is an interest arbitration pursuant to the *Fire Protection and Prevention Act*, 1997, S.O. 1997, c.4 (“the Act”). I was appointed under subsection 50.7(1) of the *Act* to settle the terms of the collective agreement between The City of Greater Sudbury and Sudbury Professional Fire Fighters Association, I.A.F.F. Local 527. The collective agreement expired on December 31, 2023.
2. On November 26, 2025, I issued an award determining the outstanding issues and ordered the parties to enter into a collective agreement that incorporated all of their agreed-upon provisions and all of the changes mandated by the Award (“the Award”).
3. The Association wrote to my office on March 29, 2026 identifying three issues that remained outstanding. It filed a brief in support of its position. The Association advised on April 28, 2026 that there was unreasonable delay with the retroactive pay arising from my Award. The City filed its brief in response to the issues raised by the Association on May 4, 2026. The parties appeared before me on May 25, 2026 to provide supplemental submissions.
4. On the issue of retroactive pay, the City advised that since the Association raised issues about rates of pay (e.g. differentials), it could not process the retroactive pay until the outstanding issues were determined.

## The Law on *Functus Officio*

5. In considering these issues, I have regard to the doctrine of *functus officio*. That doctrine stipulates that once a board of arbitration has finished making its decision, its grant of jurisdiction is terminated and thereafter it has no power to render any further decision or award. The leading decision on the doctrine of *functus officio* is *Chandler v Assn of Architects (Alberta)* [1989] 2 SCR 848 as decided by the Supreme Court of Canada. Justice Sopinka wrote as follows with respect to the doctrine:

... Apart from the English practice which is based on a reluctance to amend or reopen formal judgments, there is a sound policy reason for recognizing the finality of proceedings before administrative tribunals. As a general rule, once such a tribunal has reached a final decision in respect to the matter that is before it in accordance with its enabling statute, that decision cannot be revisited because the tribunal has changed its mind, made an error within jurisdiction or because there has been a change of circumstances. It can only do so if authorized by statute or if

there has been a slip or error within the exceptions enunciated in *Paper Machinery Ltd. v. J. O. Ross Engineering Corp.*, *supra*, [1934] S.C.R. 186.

To this extent, the principle of *functus officio* applies. It is based, however, on the policy ground which favours finality of proceedings rather than the rule which was developed with respect to formal judgments of a court whose decision was subject to a full appeal. For this reason, I am of the opinion that its application must be more flexible and less formalistic in respect to the decisions of administrative tribunals which are subject to appeal only on a point of law. Justice may require the reopening of administrative proceedings in order to provide relief which would otherwise be available on appeal.

Accordingly, the principle should not be strictly applied where there are indications in the enabling statute that a decision can be reopened in order to enable the tribunal to discharge the function committed to it by enabling legislation. This was the situation in *Grillas*, *supra*.

Furthermore, if the tribunal has failed to dispose of an issue which is fairly raised by the proceedings and of which the tribunal is empowered by its enabling statute to dispose, it ought to be allowed to complete its statutory task. If, however, the administrative entity is empowered to dispose of a matter by one or more specified remedies or by alternative remedies, the fact that one is selected does not entitle it to reopen proceedings to make another or further selection. Nor will reserving the right to do so preserve the continuing jurisdiction of the tribunal unless a power to make provisional or interim orders has been conferred on it by statute. See *Huneault v. Central Mortgage and Housing Corp.* (1981), 41 N.R. 214 (F.C.A.).<sup>1</sup>

[emphasis added]

6. Generally, once an arbitrator has ruled on an issue, the arbitrator cannot rule on that issue again, other than to correct an error or clarify an error in expressing their manifest intent.

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<sup>1</sup> *Ibid* at paras 76-79.

7. Arbitrator Burkett commented on the applicability of the principle of *functus officio* to interest arbitration in his award in *Toronto (City) v. Toronto Professional Fire Fighters Ass'n, Local 3888*, 2014, O.L.A.A. No. 269:

[19]...the common law doctrine of *functus officio* does not prevent a board of arbitration from completing its award or resolving an ambiguity in the award...The Supreme Court in *Chandler*, supra., was careful to recognize that, in the case of administrative tribunals, the doctrine of *functus officio* must be applied with flexibility because of the absence of appeal to a higher court except on questions of law. This is especially so in the case of interest arbitration. In this case, if we were not allowed to clarify or complete our award, a major dispute would remain between the parties upon entering into their renewal agreement. This would inevitably produce a grievance to be decided by a rights arbitrator under language that purportedly does not clearly express the manifest intention of the interest board of arbitration that has set the terms of the agreement. The Fire Protection and Prevention Act contemplates that, to the extent possible, the award be complete and unambiguous and thereby provide a fresh point of departure to parties who are in an ongoing relationship. It does not contemplate that the award itself be a source of unresolved conflict between them. While we are not free to alter or change our award once it has issued, we are free to complete our award or to resolve any ambiguity in the award should such be identified prior to the parties entering into their collective agreement.

[20] Apart altogether from the “manifest intention” exception or the need to complete or to resolve ambiguity, the *Fire Protection and Prevention Act* requires under s.50.5(4) that we remain seized after the issuance of an award in order to deal with all matters in dispute between the parties prior to a collective agreement coming into effect between them. The section is mandatory. The policy reason in support of this requirement is rooted in the desire to have issues arising from the issuance of an award, such as this, dealt with expeditiously by the same panel that has heard the case, considered the competing positions on the merits and issued the award that is the source of the dispute that is preventing the parties from entering into a collective agreement – in other words, to have those who know what they awarded and why they awarded it resolve these types of issues so that the parties may enter into a renewal collective agreement with a clean slate.

8. It is with these principles in mind that I now turn to the outstanding issues.

## **The outstanding issues**

9. The Association has raised three issues. These are:

- 1) Wage Differentials
- 2) Benefits
- 3) Banked overtime hours

10. I will address each issue separately.

## **Wage Differentials**

11. The Association requests increases to the wage differential for the Platoon Chief, Chief Fire Prevention Officer, and Chief Training Officer from 130% to 135%. It also seeks increases to the Captain, Training Officer, Sr. Public Safety Officer, Chief Mechanical Officer, and Sr. Fire Prevention Officer from 117% to 120%.
12. Two aspects of the Award already deal with the Association's request.
13. First, I awarded increases to the differentials for the Platoon Chief, Captain, and Training Officers. I did not award increases to the differentials for the other classifications.
14. Second, the Award was clear that unless the proposal was specifically addressed, all outstanding proposals were dismissed.
15. As these proposals have already been dismissed, there is nothing further to say on the matter.

## **Benefits**

16. The Award included increases to Hearing Aids, Chiropractor, Massage, and Psychologist. It read as follows:

**Hearing Aids** - Increase to \$1,500.00 every 36 months

**Chiropractor** - Increase to \$950.00

**Massage** - Increase to \$950.00

**Psychologist** - Increase to \$4,000.00

17. The Association requests clarification that the benefit improvements apply to spouses and dependents.
18. In its submissions, and at the hearing, the City confirmed that the increases to Hearing Aids, Chiropractor, and Massage applied to spouses and dependents. It explained that these benefits have always been identical to the benefit levels for employees. Thus, the benefit levels were increased with the Award and remain identical to the benefit levels of employees. This clarification should resolve the issue as it pertains to Hearing Aids, Chiropractor, and Massage.
19. The Psychologist benefit levels for employees are not the same as for dependents and spouses. These parties have negotiated different benefit levels. Coverage for dependent/spouse is currently \$200/year and the employee coverage for this benefit was \$3,000/year prior to the Award.
20. My award increased the Psychologist benefit level to \$4,000 for employees, only. It did not increase the benefit level for spouses or dependents.

#### **Banked overtime hours**

21. In the Award, the City's proposal was granted, in part, only:  
  
NEW Overtime – Add the following:  
  
All accumulated hours shall be paid out at the time of promotion to a new position at the rate at which the overtime was worked (e.g. where a Firefighter is promoted to Captain, all accumulated time up until promotion shall be paid at the Firefighter rate prior to promotion).
22. The Association's position is that this language is limited to the circumstance where a firefighter is permanently promoted to Captain. It argues that the language does not apply to the following circumstances:
  - 1) Firefighter progression through the classifications (e.g. from 4th class to 3rd class).
  - 2) Upon acting in the position of Acting Captain.
  - 3) Transferring to another department with different differentials.

23. The City disagrees. It argues that the word “promotion” is not a defined term in the collective agreement and broadly means moving to a higher paid classification.
24. In awarding the City’s overtime proposal, I explained that the evidence persuaded me that a “...measured approach to the City’s overtime proposals is appropriate and that there is a demonstrated need for some relief to the overtime costs”. Several aspects of the City’s overtime proposals were denied despite being identified as priorities. It was a *measured approach*.
25. The relevant part of the provision states ...*shall be paid out at the time of promotion to a new position at the rate at which the overtime was worked*. It means that overtime is paid out when a person moves to a higher paid position. The Association seeks to limit those situations. However, that is not found in the Award nor is it supported by the language. The reference to when a person is promoted to Captain is merely an example. If the Association’s interpretation were to prevail, the example would be an exhaustive list. This is not supported by the language of the provision.
26. I remain seized until such time as the parties have signed a collective agreement.

Dated in Whitby this 1<sup>st</sup> day of June, 2026.

A handwritten signature in black ink, appearing to read 'Matthew Wilson', written over a horizontal line.

Matthew Wilson  
Arbitrator