

**IN THE MATTER OF AN ARBITRATION PURSUANT TO THE *AMBULANCE SERVICES  
COLLECTIVE BARGAINING ACT, 2001***

**BETWEEN:**

**THE CITY OF TORONTO**

**and**

**TORONTO CIVIC EMPLOYEES' UNION (T.C.E.U.), LOCAL 416 (CUPE)**

**Interest Arbitration to settle the January 1, 2025 to December 31, 2028 Paramedic  
Collective Agreement**

**Before:** Jesse M. Nyman  
Sole Arbitrator

**Appearances:**

For the Union: Kiran Kang (Counsel), Eddie Mariconda (Local President), Ted Aivalis (Chief Steward), Pat Lenathen (CUPE National Representative), Sav Daskalakis (Local Vice President), Peter Shirer (TPS Unit Chair), Charles Labelle (TPS Unit Vice Chair), Steve Rocks (TPS Unit Recording Secretary) and Brian Davis (CUPE National Representative)

For the Employer: Zoya Trofimenko (Counsel), Sharon Duffy (Counsel), Sean Milloy (Executive Director, Employee Relations, People & Equity), Dafni Nistas (Manager, Employee Relations, People & Equity), Andy Graham (Senior Consultant, Employee Relations, People & Equity), Maria Anayi (Senior Consultant, Employee Relations, People & Equity), Jamie Burnett (Deputy Chief, Program Development & Service Quality, Toronto Paramedic Services), Kristopher Staley (Acting Deputy Chief, Operational Support, Toronto Paramedic Services) and Chris Bruno (Commander, Business Services, Toronto Paramedic Services)

This interest arbitration proceeded to a hearing in person on June 2, 2025 and by video conference on June 13, 2025.

**INTRODUCTION**

1. The employer, the City of Toronto ("Toronto") and the union, Toronto Civic Employees' Union (T.C.E.U) Local 416 (CUPE) ("Local 416") are bound to a

collective agreement covering various employees, including the paramedics employed by Toronto. This award relates to the collective agreement provisions applicable solely to the paramedics (the “Collective Agreement”).

2. The most recent Collective Agreement expired on December 31, 2024. The parties engaged in bargaining and on December 16, 2024 the parties reached a Memorandum of Agreement (the “December 16 MOS”) for a renewal collective agreement with a term of January 1, 2025 to December 31, 2028. The December 16 MOS included monetary increases, changes to language and an initial attempt to address issues involving meal breaks. The December 16 MOS was put to a ratification vote but was rejected by Local 416’s paramedic membership.
3. Despite continued good faith bargaining efforts, the parties were unable to settle the 2025 – 2028 renewal Collective Agreement. Pursuant to the terms of the expired Collective Agreement and the *Ambulance Services Collective Bargaining Act, 2001* the terms of the 2025 – 2028 renewal Collective Agreement are to be settled by binding interest arbitration. The settlement of the 2025 – 2028 renewal Collective Agreement was referred to me and this decision determines the terms and conditions of the renewal Collective Agreement.
4. It is in the interest of all parties that this Award be issued as expeditiously as possible while at the same time giving the submissions of the parties the due consideration that they deserve. Given this need for expedition, these reasons are somewhat more abbreviated than they may otherwise have been.
5. The parties made comprehensive submissions in support of their respective positions. The submissions were both excellent and compelling and have been given careful consideration in issuing this Award. However, in the interest of an expedited decision, those submissions are not reviewed herein. That should not be seen as a reflection of, or detraction from, the quality of the submissions made by both parties.
6. The principles applicable to interest arbitration are well established. The principle of replication provides that an interest arbitrator should seek to award the terms of a renewal Collective Agreement that would come to pass if the parties had engaged in free collective bargaining to its natural and eventual end. Relevant comparable collective agreements provide strong indicia of what the parties would have achieved in free collective bargaining. Also appropriate is the concept of total compensation which looks at the overall value of all elements of a proposal from a cost standpoint because it must be understood that the various costs of any improvements do not occur in isolation from each other. Finally, the principle of demonstrated need provides that, in general, there must be an established basis or employment related need for a gain to be realized, and unless a party can establish such a need, a proposal should not be awarded.

7. The parties are cognizant of the established jurisprudence that holds a rejected Memorandum of Settlement is often a reflection of what would have been agreed to in free collective bargaining and thus is what an interest arbitrator will often impose. The parties recognize that a party seeking to depart from the terms of a rejected Memorandum of Settlement bears a heavy onus to demonstrate sufficient compelling reasons for a departure. In this case, however, the parties have acknowledged changed circumstances that have created compelling reasons for a departure. While Toronto argues that the December 16 MOS is relevant and should be given significant weight, it acknowledges that in this case there are sufficient reasons to warrant some departure. This decision should not be seen as detracting from the established jurisprudence in any way.
8. It is also important to address certain issues specifically. The first is meal breaks. The second is compensation. The third is hours of work.
9. The ability of the paramedics to take meal breaks while on shift has been a contentious issue for the parties for many years. Both parties agree that meal breaks are important, that paramedics should be able to take meal breaks, and that there is a difficulty in ensuring this happens. The parties also recognize that given the work performed by paramedics, they will on occasion be unable to take a meal break. However, this should be the exception to the norm. The parties do not agree on all of the steps required to address the current circumstances around meal breaks, but there is an acknowledgment that something needs to change. I agree with Toronto that the current system is not working, but I also agree with Local 416 that the Collective Agreement cannot simply be a license to fail to ensure that paramedics receive meal breaks. It is a complicated issue that the parties are in the best position to resolve directly over time. What this Award strives to do is provide the parties with a meaningful opportunity to rectify the current situation while also compensating the paramedics for those occasions when meal breaks cannot be taken. It is the beginning of a new path forward. It also creates a new process for the parties to follow should the issue of meal breaks continue to be an ongoing concern.
10. With respect to compensation, the Award below addresses Local 416's position that Toronto paramedics ought to be some of the highest compensated paramedics in the province.
11. With respect to hours of work, Toronto asserts that it ought to be able to schedule paramedics for an average of 42 hours per week, similar to other local comparators, in order to improve the daily operations of the service and the efficiency of their staffing model. Toronto's submissions were compelling, however, at this point in time, I am not inclined to order a requirement for paramedics to work an average of 42 hours per week. Regardless, I do agree that

the parties should meaningfully address this possibility over the life of the Collective Agreement.

12. For the foregoing reasons, I direct the parties to enter into a renewal Collective Agreement for the term of January 1, 2025 to December 31, 2028 that contains the terms of the December 16 MOS as modified in this Award below, any other terms and conditions agreed to in bargaining prior to the issuance of this Award, as well as all of the terms and conditions of the Collective Agreement that expired on December 31, 2024 subject to the amendments that have been ordered herein and that were agreed to in bargaining.

13. The December 16 MOS is amended as follows:

1. Add a new Letter of Agreement titled Meal Break Review

TPS recognizes its responsibility to provide each Paramedic a meal break of thirty (30) minutes during their shift. The parties acknowledge that the TPS's obligation to provide a meal break exists within the context of an environment which expects Paramedics to be available to respond to emergency calls without delay. Management is responsible for monitoring to ensure meal breaks are being made available in an efficient and equitable manner, and are not routinely missed.

Additionally, and in acknowledgement that meal break payments are now incorporated into the base wage, the parties agree that meal breaks will be a standing agenda item on a quarterly basis at the TPS Labour Management meetings outlined in clause 45.03. The purpose of this is to review data and issues related to meal breaks.

Failing resolution of any issues, the matter may be brought forward as a priority item at the Corporate Labour-Management Meeting, raised with the Chief People Officer, People & Equity, and/or be the subject of a grievance filed in accordance with the Collective Agreement.

2. Add a new Letter of Agreement titled Average Forty-Two (42) Hour Work Week

The parties agree that during the term of this collective agreement, expiring December 31, 2028, they will meet to explore the implementation of work schedules that average forty-two (42) hours per week. Discussions will include but not be limited to

creating new schedules, staffing models, and developing a pilot project. The parties agree to meet in good faith and to have meaningful discussions in this regard.

3. The wage increases agreed to under the December 16 MOS are amended and replaced with the following percentages:

Job	Jan 1/25	Jan 1/26	Jan 1/27	Jan 1/28
Paramedic 1	3.95%	3.9%	3.8%	3%
Paramedic 2	3.95% + 3% Lump Sum	3.9%	3.8%	3%
Paramedic 3/ACP	5.5%	3.95%	3.95%	3%
Critical Care Paramedic	5.5%	3.95%	3.95%	3%

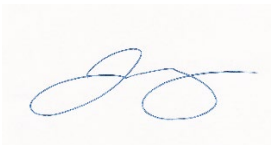
4. Special Adjustment

Articles 45.02 (ii) and (iii) in the December 16 MOS are removed and replaced with the following:

(ii) In recognition of the elimination of the various payments and premiums for late or missed meal breaks, \$1.05/hour added to the base rate of all classifications, effective July 9, 2025.

14. The wage increases are effective on the dates indicated and retroactive where applicable.
15. I remain seized until the renewal Collective Agreement is signed by the parties.

DATED at Toronto this 23rd day of June, 2025.



Jesse Nyman  
Sole Arbitrator