

**FINAL
MEMORANDUM OF SETTLEMENT**

BETWEEN:

**CITY OF TORONTO
Hereinafter referred to as the “City”**

and

**TORONTO CIVIC EMPLOYEES’ UNION (T.C.E.U.), LOCAL 416 (CUPE)
Hereinafter referred to as the “Union”**

1. The parties agree to the terms of this Memorandum of Settlement as constituting full and final settlement of all remaining matters in dispute, including matters related to Article 45, Schedule P, the Union's proposals dated February 19, 2020 and the City's proposals dated February 25, 2020 that have been referred to interest arbitration pursuant to paragraph 5 of the Memorandum of Settlement dated February 28, 2020.
2. This Settlement is subject to ratification by the principals of the respective parties.
3. The undersigned representatives of the parties do hereby agree to recommend complete acceptance of all the terms of this Memorandum to their respective principals for ratification.
4. The parties herein agree that the terms of this Memorandum shall be from January 1, 2020, to December 31, 2024.
5. The terms and conditions of the Memorandum shall become effective at the beginning of the first pay period following ratification by the parties unless otherwise stated. Necessary amendments to collective agreement language reflecting the terms herein shall be effected.

WAGES	
1.	January 1, 2020 – 1.98% January 1, 2021 – 1.77% January 1, 2022 – 1.77% January 1, 2023 – 1.99% January 1, 2024 – 1.99%

CONTINUING EDUCATION

2.

Amend 45.20:

45.20 (a) Toronto Emergency Medical Services is committed to continuing education for Paramedics on an annual basis. As a result, the City agrees to provide as a minimum, continuing medical education and/or in service training for each Paramedic classification as prescribed below:

- (i) Paramedic Level 1 - 2 sessions/yr.
- (ii) Paramedic Level 2 - 2 sessions/yr.
- (iii) Paramedic Level 3 - 2 sessions/yr.
- (iv) Critical Care Paramedic - 3 sessions/yr.

Add New Language

When full-time Paramedics are required by TEMS to complete their mandatory Base Hospital Continuing Medical Education off-duty, they shall be compensated at time-and-one-half (1 ½) for the required hours.

45.20 (b) Where operational demands lead to the necessity to defer Continuing Paramedic Education, management of TEMS will meet with TCEU Local 416 to review the plan for rescheduling the C.M.E. in the future.

45.20 (c) On the first pay of each calendar year, the City will credit to each Paramedic's (level 2, 3 and CCTU's) lieu bank, twelve (12) hours lieu time for the purpose of self-directed learning and maintenance of Paramedic certification.

45.20 (d) Toronto EMS will continue the practice of paying for the Advanced Care Paramedic Examination required by the Ontario Ministry of Health and Long Term Care.

The corresponding adjustment shall be made in the Part-time Collective Agreement to reflect this change.

When part-time Paramedics are required by TPS to complete their mandatory Base Hospital Continuing Medical Education off-duty, they shall be compensated at the applicable rate for the required hours.

Note: "Applicable rate" could be either straight time or time-and-one-half (1 ½) depending on the total hours worked within the six-week cycle. For hours in excess of 240 hours in the six-week cycle the applicable rate will be time-and-one-half (1 ½).

PSYCHOLOGICAL BENEFIT

3.

Provide part-time paramedics up to \$1,000 psychological benefit per year for the employee only. This amount increases to \$2,000 on January 1, 2023.

UNIFORMS

4.

The City will provide laundry bags to all paramedics.

The City will provide duty bags to all paramedics.

In 2023, the Division will commence replacing the 3-in-1 jacket with 3 individual jackets (details to be discussed at the Uniform Committee).

12 HOUR SHIFTS

5.

The City will renew the MIO regarding 12 hour shifts for FT – December 31, 2024 expiry.

The City will renew the MIO regarding 12 hour shifts for PT – December 30, 2024 expiry.

OVERTIME

6.

The parties agreed to amend 45.22 – Distribution of Overtime on February 19, 2020.

The City and the Union agree to meet within thirty (30) days of ratification to review the distribution of overtime and to mutually develop a process by which Paramedics identify their willingness to work overtime.

ESTOPPEL NOTICES

7.

The Union withdraws its end of past practice/estoppel notice dated January 29, 2020, re: part-time scheduling.

MEAL BREAKS

8.

The Parties agree that Meal Breaks shall remain status quo and be governed by the 1995 Meal Break Guidelines, the Collective Agreement, and the 2007 Starkman Minutes of Settlement. The process of using the electronic "Meal Break Variance Reporting" program will continue.

Dated at Toronto, this 8th day of May, 2021.

For the City:

"original signed"

For the Union:

"original signed"

Eddie Mariconda

Mike Merriman

Peter Shirer

Ryan Willis

Patrick Lenathen

Brian Davis