

# Relationship Protocol

Between

City of Toronto (The City) &

The City of Toronto Administrative, Professional, Supervisory Association Incorporated (COTAPSA)



## Table of Contents

|                                                    |    |
|----------------------------------------------------|----|
| 1. Overview.....                                   | 1  |
| 2. Guiding Principles .....                        | 1  |
| 3. City/COTAPSA Staff Relations Committee .....    | 2  |
| 4. Communication .....                             | 3  |
| 5. COTAPSA Member Employment Issue Resolution..... | 3  |
| 6. COTAPSA Membership .....                        | 5  |
| 7. Execution.....                                  | 6  |
| Appendix "A" .....                                 | 7  |
| Appendix "B" .....                                 | 9  |
| Appendix "C" [Confidential] .....                  | 10 |

## 1. Overview

This Relationship Protocol is intended to clarify and reflect the current basis upon which the City and COTAPSA will continue to work together in order to support and enable their ongoing collaboration, issue resolution, and information sharing in relation to the City's policies applicable to non-union employees of the City.

For the purposes of this protocol, COTAPSA will represent those non-union employees who are eligible, have opted to become members and who are governed by the Toronto Public Service By-Law. The City, through its People & Equity Division, represents the interests of the City, as the Employer, related to corporate employee-related programs, policies and practices of the City.

The City further recognizes that COTAPSA will advocate on behalf of all non-union employees on employment matters such as Cost of Living Allowance, health benefits and other City policies and programs impacting the broader non-union employees of the City.

This protocol is to be reviewed by the City/COTAPSA Staff Relations Committee every three (3) years, or as required through mutual agreement, at which time either party may terminate the framework with 30 days' notice to the other party.

## 2. Guiding Principles

The parties commit to acting with integrity and respect, striving for effective regular communication and issue resolution, and working together to promote the highest standard of public service.

COTAPSA acknowledges that it is Council's role:

- (a) to represent the public and to consider the well-being and interests of the City;
- (b) to develop and evaluate the policies and programs of the City;
- (c) to determine which services the City provides;
- (d) to ensure that administrative policies, practices and procedures and controllership policies, practices and procedures are in place to implement the decisions of Council;
- (e) to ensure the accountability and transparency of the operations of the City, including the activities of the senior management of the City; and
- (f) to maintain the financial integrity of the City.

COTAPSA acknowledges that Council, as the ultimate City decision-making body, has delegated to the City Manager the responsibility to provide organizational leadership to staff and responsibility for the efficient and effective delivery of services. The City Manager is the head of the administrative and operational aspects of the government of the City of Toronto and is responsible to Council for the proper administration of the affairs of the City, including organizational structure, in accordance with the by-laws adopted by Council. COTAPSA acknowledges that the City Manager is responsible for managing the human, fiscal and physical resources of the City but that this delegation of authority does not authorize the City Manager to

exercise or encroach upon the powers of Council or its committees or upon the statutory duties of its officers.

COTAPSA acknowledges that Council has delegated, to the Chief People Officer, the responsibility for human resources and labour relations services for the City.

The City acknowledges that Council has authorised City staff to consult with COTAPSA in relation to policies applicable to non-union employees.

The City and COTAPSA also jointly affirm that public service employees are entitled to a respectful and safe workplace. The work environment must be one that we collectively strive to make free from harassment, discrimination, violence and disrespectful behaviour as outlined in the City's Human Rights and Anti-Discrimination/Harassment Policy. Every employee has access to this complaint resolution process. A respectful workplace includes a safe and healthy work environment, as governed by the Occupational Health and Safety Act, and the Workplace Safety and Insurance Act and any other relevant City policies and provincial legislation and/or policy.

Where appropriate, the City and COTAPSA may agree to participate in a voluntary, non-binding mediation process in an attempt to reach resolution without resort to litigation. Participation in such process will be determined by the parties on a case-by-case basis as further particularized in Appendix "A".

### **3. City/COTAPSA Staff Relations Committee**

The City/COTAPSA Staff Relations Committee will be the primary forum for the parties to discuss and resolve issues of joint interest. Individual employee situations will not be tabled or discussed through this forum.

The parties will meet bi-monthly. The City will propose dates at the end of each calendar year for the following year, and dates will be set through mutual agreement.

The parties will strive to alternate hosting the meeting in their respective work locations (or virtually) and taking minutes, to be shared for distribution to committee members. Through mutual agreement the parties may cancel a meeting, or schedule additional meetings on general or specific topics as appropriate.

COTAPSA will be represented on the Committee by:

- The Association President or designate
- The Association Executive Director
- The Senior Human Resources Consultant(s) (SHRCs)
- An Officer of the COTAPSA Board

The City will be represented on the Committee by members of the People & Equity Senior Management Team, and may include the below positions/equivalents or designates:

- Chief People Officer
- Director, Business Services Systems & Insight

- Director, Employee Relations
- Director, Human Rights
- Director, Occupational Health, Safety & Wellness
- Director, Organizational Development
- Director, Relationship Management
- Director, Service Hub
- Director, Talent Acquisition
- Director, Total Rewards
- Manager, Office of the Chief People Officer

The Chief People Officer and the Executive Director of COTAPSA or their designates will strive to meet or connect the week prior to each City/COTAPSA Staff Relations Committee meeting to confirm an agenda.

#### **4. Communication**

The City will, in a reasonable and timely manner, consult with COTAPSA on new or proposed programs, policies or practices (or changes to those that are established) that may significantly affect the terms and conditions of employment of non-union and management employees. Without limiting the above, the City will strive to consult, as appropriate, COTAPSA representatives where the City is engaged in a significant review of non-union compensation or benefits. There will be also instances where COTAPSA will not be consulted but will be informed, as for example, where programs, policies or practices have implications broader than non-union/managerial employees.

While relevant communications will generally be made within the scope or purview of People & Equity, the City will endeavour to provide advance notice of information being released by a Division/Service Area that may impact COTAPSA members (e.g. restructuring), as appropriate.

From time to time, specific information provided in advance to COTAPSA may be designated as confidential and COTAPSA will be expected to treat this information as embargoed until released more broadly. Material that is being provided to Council which is confidential in nature (i.e. an 'in camera' item) will not be shared, respecting the need for Council to review and deliberate the matter.

The City recognizes the right of COTAPSA to communicate with and advocate for non-union and management employees.

#### **5. COTAPSA Member Employment Issue Resolution**

The City commits to working with COTAPSA on individual COTAPSA member employment issues, as appropriate. While these items will not be tabled at the City/COTAPSA Staff Relations Committee, the parties agree to seek out opportunities to resolve such issues, through the following process:

Once a member has confirmed authorization for COTAPSA to assist in resolving their individual issue using COTAPSA's standard authorization form, the City and COTAPSA will each designate

a primary contact who will work together to address issues as they arise. These individuals will be the first level contacts, and will represent each organization through this process, within the scope of their authority. Both the City and COTAPSA agree to work through the designated contacts, to support consistency, tracking of issues, and timely follow up for any outstanding issues on either side. The City's designated primary contact will be copied when the COTAPSA designated primary contact consults with other City corporate divisions (e.g. Director of Pension, Payroll and Employee Benefits).

**The designated primary contacts are:**

- For COTAPSA, the Senior Human Resources Consultant(s) (SHRCs)
- For the City, the Director, Business Services, Systems & Insight or designate

**The City/COTAPSA commit to the following timelines:**

- If the SHRCs are unavailable the COTAPSA Executive Director will act as designate
- If the Director is unavailable, a designate is to be assigned by the City as the City's primary contact during that period. The established timeframe remains in affect
- City to provide written acknowledgement of receipt of a COTAPSA member issue request from SHRCs within 2 business days
- City to respond within 15 business days to initial COTAPSA questions or issues
- Definitive date to be established to resolve 'larger/unusual' cases, where possible
- COTAPSA provided time to review with the member the City response (reasonable turnaround time 5 business days)
- COTAPSA to then follow up with questions/requests for City consideration (within 2 business days)
- Follow up response to be received from City within 5 business days, which may resolve the issue; indicate further work needs to be undertaken or otherwise conclude the process, either with or without resolution of the issue

The designated primary contacts will hold bi-monthly meetings to discuss 'outstanding cases' that are raised by COTAPSA on behalf of their members and that the parties agree to discuss in that forum. The SHRCs to recommend to the Director a list of issues that COTAPSA proposes to be treated as outstanding issues a week in advance of the meeting. Dates of these meetings will be set through mutual agreement.

At least once per year, the City/COTAPSA Staff Relations Committee will review the types of individual issues raised (at an aggregate level) to increase understanding and awareness of trends, if any.

For further clarity, both parties agree to abide by the COTAPSA/People & Equity Member Issue Resolution Protocol set out in Appendix "A".

## 6. COTAPSA Membership

The City acknowledges that all non-union and management Toronto Public Service employees governed by the Toronto Public Service By-Law (with the exception of the City Manager, the Chief of Staff and Senior Executive Assistant to the City Manager, Deputy City Managers, Executive Assistants to the Deputy City Managers, the Chief Financial Officer and the Executive Assistant to the Chief Financial Officer, Division Heads, the Chief People Officer, Executive Assistant to the Chief People Officer, all staff in the People & Equity division except as outlined in Appendix B attached, the City Solicitor, Deputy City Solicitors, Directors in the Legal Services Division, employees in the Employment Law Section of the Legal Services Division, and other positions through which conflicts may arise) are eligible to join COTAPSA as a member.

Membership is voluntary and at the sole discretion of the eligible employee and governed by the Association's By-laws. The City will not seek directly or indirectly to dissuade any eligible employee from joining COTAPSA or from holding office within the Association. The City and COTAPSA agree that there should be no reprisal experienced by any employee choosing membership or non-membership in COTAPSA, or for seeking or holding office on the COTAPSA Board. Where a member of COTAPSA accepts a position that is no longer eligible for membership, the parties agree that it is a joint responsibility to ensure that the member is advised of their ineligibility, in writing and in a timely fashion. COTAPSA and the City agree to review membership eligibility on a bi-yearly (6 month) basis to ensure that no excluded positions are inadvertently provided membership.

The City commits to supporting those City employees who sit on the COTAPSA Board/Executive to attend Board, Executive or Committee meetings during work hours as required, without reprisal, and subject to operational needs as determined by the employee's Manager. COTAPSA agrees to alert the City, through the City/COTAPSA Staff Relations Committee, to any issues relating to these matters.

The City will provide COTAPSA membership information within materials presented to new employees at their orientation.

### **Non-Union Staff Lists**

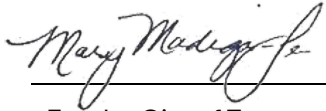
The City will provide to COTAPSA non-union and management staff lists quarterly, including:

- Employee name
- Employee Number
- Employee email address
- Employee group
- Service Area
- Division
- Position title

The City will deduct COTAPSA fees directly from the members payroll and include COTAPSA fees on its T4 statements.

## 7. Execution

**Date:** February 13, 2026



---

For the City of Toronto

Mary Madigan-Lee  
Chief People Officer



---

Michael Major (Feb 13, 2026 16:31:03 EST)

For COTAPSA

Michael Major  
Executive Director

## **Appendix "A"**

COTAPSA/People & Equity Member Issue Resolution Protocol October 2019

Upon COTAPSA representative being made aware of a member workplace issue or complaint, the COTAPSA member will complete and sign a COTAPSA Representation Authorization Form.

### **Informal Resolution Stage:**

At the Informal Resolution Stage, COTAPSA members have the option to seek resolution with their immediate supervisor and/or manager, and People & Equity (P&E) staff to resolve the issue or complaint.

Although the informal resolution step is not mandatory, involving their immediate supervisor and/or manager at the Informal Resolution Stage can help foster a more harmonious and productive working environment.

### **Formal Resolution Stage:**

If a COTAPSA member's workplace issue or complaint is not resolved at the Informal Stage and/or if the COTAPSA member chooses not to go through the informal resolution stage, the COTAPSA representative will contact the City's designated primary contact within 2 business days of becoming aware of the conditions giving rise to the COTAPSA member complaint. A copy of the signed Representation Authorization form will be provided.

The City's designated primary contact will be the first level contact, and within the scope of their authority will represent each Division through this process. Both the P&E representative and the COTAPSA representative agree to work through the designated contacts, to support consistency, the tracking of issues, and timely follow-up for any outstanding issue(s) on either side.

The City's designated primary contact will be copied when the COTAPSA representative consults with other City corporate divisions (e.g. Director of Pension, Payroll and Employee Benefits).

The City's designated primary contact will provide acknowledgement of receipt of a COTAPSA member issue request from the COTAPSA representative within 2 business days. Failing acknowledgement of receipt, the COTAPSA representative will follow up with the City's designated primary contact with a copy to their immediate supervisor.

The P&E representative is to respond within 15 business days to the initial COTAPSA question(s) or issue(s). A definitive date is to be established to resolve "larger/more complex cases", where possible. Upon receipt of the City's response, the COTAPSA representative is to follow-up with questions/requests (if any) for the P&E Manager's consideration (within 7 business days).

The City's designated primary contact is to respond to the follow-up questions/requests within a week (5 business days) indicating or identifying further work to be undertaken or otherwise conclude the process, either with or without resolution of the issue.

If the timelines are not reasonably followed the COTAPSA representative may escalate to COTAPSA Executive Director who will then follow up with City's Chief People Officer.

### **Other Resolution Opportunities:**

As per the Relationship Protocol, an alternative to reach resolution is for the COTAPSA representative and the City's designated primary contact to hold bi-monthly meetings to discuss 'outstanding cases' that are raised by COTAPSA on behalf of one of their members should the parties agree to discuss the issues in that forum.

These meetings are to be set through mutual agreement.

If the City's designated primary contact and the COTAPSA representative are unable to resolve member workplace issue or complaint at the Formal Resolution Stage, the COTAPSA representative on behalf of the member, may decide to carry the dispute forward to the Chief People Officer.

### **Voluntary Mediation:**

If there is no resolution through other stages, and to avoid potential litigation, and/or before it escalates to a point where it is taken outside, the City, COTAPSA and the COTAPSA member may agree to voluntary mediation to be conducted by a mutually agreeable mediator. The mediator will work to assist the parties in achieving a mutually agreeable resolution but will not impose a decision.

Issues which are appropriate for the voluntary mediation process could include matters such as terminations or imposition of discipline, allegations of Code-based discrimination/harassment or other similar individual concerns. The parties agree matters including, without limitation, non-union pay increases, pay for performance and other matters of a similar nature are not within the scope of the voluntary mediation process.

Costs of mediation will be jointly paid by the City and COTAPSA. It is understood that should a matter resolve, COTAPSA and the COTAPSA member agree to give up any right to proceed with the matter in dispute in any other venue and agree not to initiate or continue any proceeding of any kind, including for, among other things, damages under the Code or other legislation in relation to the matters that were raised, could have been raised or ought to have been raised in the dispute. Further, the fact of and the terms of the agreement amongst the parties will be subject to settlement documentation acceptable to the parties including, without limitation, a full and final release and confidentiality clause. It is understood that the COTAPSA member may disclose the fact and terms of the settlement to immediate family members, legal and financial advisors, or as required by law. Any settlement achieved is without prejudice or precedent to any other matter between the City, COTAPSA and, as applicable, the COTAPSA member.

## **Appendix "B"**

Effective January 1, 2026 all non-union employees employed within the People & Equity division are excluded as ineligible to join COTAPSA as a member.

Despite this exclusion, employees listed in Confidential Appendix "C" are "grandparented" and exempt from exclusion provided that they continue to be employed in the position listed. For clarity, should the listed employees obtain a new position within the People & Equity division (or any other new, excluded position) they will cease to be eligible for COTAPSA membership. Other than the employees listed in Confidential Appendix "C", no other employees within the People & Equity division are eligible for COTAPSA membership.

## **Appendix "C" [Confidential]**