

SUMMARY OF VPB RESPONSES RE CHANGES TO DRAFT 1 JOA FOR DRAFT 2 BASED ON CONSULTATION INPUT

The following summary of VPB responses to the consultation input on Draft 1 JOA all appear verbatim in the report "Vancouver Park Board / Community Centre Associations Joint Operating Agreement - Draft 1 Consultation Input Report (September 9, 2016)". In that report, these responses immediately follow the JOA components as they were presented in the various workshops and on-line survey elements. However, as Draft 2 JOA is in a different format, the VPB responses in this summary have been re-ordered according to the format of Draft 2 JOA. These responses highlight where feedback was incorporated into the latest draft. They do not address existing language that was kept from Draft 1

Whereas:

- *The goals of the CCAs, along with those of the Park Board are acknowledged in the provision of programs and services.*
- *The scope of the JOA is limited to the community centre building and that appendices will address parks and other locations based on current arrangements with each CCA.*
- *Both parties recognize and appreciate the skills and contributions of the other.*
- *The role of community centres has been broadened to include supporting healthy lifestyles through participation in a variety of activities, beyond pure recreational activities.*
- *References to and definitions of "place-based approach" have been removed.*

1. Definitions:

- *The amount of items under Authorized deductions has been reduced (no longer has investment fund payments or group 1 obligations included).*
- *More specific definition of Facility Generated Revenue including CCA operated childcare and childcare leases which was not specifically stated in Draft 1.*
- *"Jointly-operated" has been added before "facilities" throughout the document.*
- *A more detailed description of public policy has been included.*

2. Legal Relationship

- *Section 2: Legal Relationship clarifies that the Park Board and CCA are independent contracting bodies.*

3. Term of Agreement

- *Section 3.2 Renewal: Changed the notice period to 6 months from 3 for non-renewal of agreement.*
- *More detail has been provided on options at the end of the renewal terms.*
- *Changed the notice period for notice of amendment to align with 6 months as requested.*

4. Association Governance

- *Simplified requirements for Association governance. Additional detail appears under 6.1 Corporate and Governance Policies.*

5. General Obligations and roles of the parties

- *Section 5.3: Role of the Association expands the role of the CCA to include developing, delivering, and staffing programming, services and activities, fundraising, and delivery and staffing of childcare programs in the jointly operated facilities. Maintenance and renewals of facilities was not included as this is the role of the Park Board.*
- *5.2 e) now incorporates that the recreation system also includes arts, culture and social programs and that the Park Board's policy priorities for the recreation system will not contravene the JOA.*

6. Policies and Procedures

- *Further details on good governance appear in sections 4 and 6.1.*
- *To address concerns regarding the inclusion of "terms for directors" we have replaced this with the more general "succession planning for CCA Board members" in Section 6.1*
- *CCAs (not Park Board) will conduct regular reviews of their own Board's function.*
- *Park Board will provide regular training sessions on elements of good governance.*
- *CCA will maintain director/officer liability insurance.*

7. Programming

- *7.2 addresses CCAs having access to program information from available resources to aid in programming responsibilities.*
- *7.3: The five system-wide programs are not intended to duplicate CCA programs.*
- *The CCA won't incur additional costs to fund the system-wide programs.*
- *The CCA will be responsible for scheduling and administration of the system-wide programs.*
- *To address comments regarding quality control, language has been added in the system-wide programming section as well as 7.4: quality control and evaluation.*

8. Association Membership

- *Acknowledgement of the importance of memberships to CCAs societies.*
- *CCA will have access to data related to membership, as it is understood this is key information.*
- *All the comments were considered however further changes to membership content made, as the Park Board maintains that CCA membership, whether free or paid, should not be required to register for programs or services provided by the CCA.*

9. Use Allocation for Jointly Operated Facilities

- *Examples of special events have been added to section 9.*
- *Where possible, the Park Board will assist the CCA to locate alternative space to accommodate displaced programming.*
- *Priority in the allocation of space does not mean that bookings can be bumped, but that priority will apply at the time of booking.*
- *The CCA will have access to administrative office space in the community centre.*

10. Childcare

- *Licensed childcare is referenced in Section 10 to clarify that programs also have to meet both Park Board/City of Vancouver standards and any other relevant standards, legislation, and regulation.*

11. Human Resources¹

- *Section 11.1 outlines Association responsibilities for employees and volunteers. Some language was changed for clarity and roles and responsibilities regarding HR-related matters such as liability/indemnity, volunteer screening and staff orientation were included.*
- *Where comments related to the CCA's role in HR-related matters of Park Board staff, were not in line with the collective agreement, these comments were not incorporated.*
- *Section 11.2 allows the CCA to delegate responsibilities for management of association staff or volunteers with agreement from the Park Board.*
- *Section 11.3 provides for CCA orientation to Park Board staff, notification to CCA of staff vacancies including plans for coverage and permanent recruitment and providing copies of the collective agreement to CCAs.*
- *A copy of the relevant collective agreements were shared with CCA Directors and also a plain language description was provided in the response to feedback previously (see back page).*
- *Section 11.3 clarifies Park Board Employee staffing.*
- *11.4 To clarify, "Supervisor" has been changed to "Recreation Supervisor" throughout, as "Recreation Supervisor" is the official Park Board title. Recreation is a broad term that covers fitness, traditional recreation programs, arts, culture, and social programs.*
- *The Recreation Supervisor does provide official oversight for the entire community centre facility, including all programs and services. The Recreation Supervisor attends CCA Board meetings "excluding in camera meetings".*
- *The Recreation Supervisor may perform other duties to address the unique needs of the community centre as approved by the Director of Recreation. This addresses the comment that Recreation Supervisors need to be aware of different needs at different centres.*
- *Recreation Supervisors may take reasonable direction from CCAs.*
- *Section 11.5: Hiring Decisions outlines how the CCA will be involved in providing input into the staffing of key Park Board positions, including providing additional information to be included with job descriptions for Recreation Supervisor positions.*
- *Section 11.6 provides for the CCA providing feedback on the performance of the Recreation Supervisor annually. The CCA can provide feedback on other staff to the Supervisor at any time.*
- *The dispute resolution process can be used for concerns relating to the conduct of the other party's staff, contractors or volunteers.*
- *Final authority on staffing decisions rests with the Park Board.*

12. Renovations and Maintenance

- *New language in 12.1 describes planning and completion of renovations, maintenance and upgrades, including roles and responsibilities, providing input for prioritization, and communication.*
- *12.1 now has language on renovations and maintenance as it relates to licensed childcare.*

13. Finance

- *13.1 b) expands upon Use of Revenue and now also includes the use of revenue on equipment, minor maintenance and operating expenses.*
- *Bi-weekly payment reports, which include deductions are outlined in 13.1 a) and Schedule D.*
- *Clarity has been provided in 13.2 a) ii) the City's responsibilities for maintaining the building envelope and core infrastructure.*
- *The Park Board will seek the CCA's approval annually for Group 1 costs. 13.2 c) Staffing Cost Recovery Payment outlines the handling of these payments.*
- *The CCA's responsibility for its own chattels and equipment are outlined in 13.2 b) v) – vii).*

¹ See Appendix A on Page 7-8 for some background information on Human Resources.

- *13.3 a) The Park Board is responsible for the operating budget for each centre, which it may increase or decrease. To the best of its ability, the Park Board will share the annual operating budget for each centre with the individual CCA recognizing that some amounts are budgeted centrally vs. by centre.*
- *If requested, Park Board staff will support the CCA in the development of their annual budgets (13.3 a).*
- *System Wide Planning sessions or other such meetings will be used to discuss priorities for capital investment in the community Centre network. (13.3 b).*
- *Further details on financial transparency appear in 13.3.*
- *The Park Board will seek and consider input from the CCAs on the capital investments.*
- *The deadline for providing audited financial statements has been changed from 90 to 150 days.*
- *13.3 d) also includes the CCA providing an accounting of expenditures within 30 days of a request by the Park Board.*
- *Section 13.3 e) has been added to address Retained Earnings. A plan will be developed by the end of the first year of the agreement to use the funds over the 5 year term of the agreement, unless otherwise agreed to by the parties.*
- *13.4 Grant applications are at the discretion and requirement of the CCA.*
- *Any new program funded by a grant requires approval of the Park Board.*
- *“with the support of Park Board staff” has been added in addition to the Recreation Supervisor to reflect current practice for grant applications.*
- *Park Board staff supporting CCAs, will receive training on grant processes.*
- *If the Park Board receives information on grant programs from other government bodies, that information will be passed on to CCAs.*
- *13.5 Investment Fund - The original proposal of 5% of gross revenue has been reduced to 2%.*
- *The Park Board will consider any input from the CCAs regarding use of the fund.*
- *An annual report describing the use and allocation of the fund will be made public.*
- *13.6 more detail has been added regarding types of insurance required and providing notice of any changes.*

14. Communications and Planning

- *14.2 provides more details on the system-wide planning and communication sessions to answer questions about who can propose topics, CCA representation at sessions, and that the sessions are not intended to replace Park Board participation in other regular meetings with the CCA.*

15. Information and Business Systems, Technology and Telecommunications

- *The JOA incorporates the terms of the ActiveNet agreement which are incorporated into Section 15.1 and Appendix D.*
- *The recreation management system will process and record all payments “for facility-generated revenue”. The CCA may choose to have the system process their donations and/or grants, if they wish.*
- *The CCA will have access to information from the system related to the CCA programs/services and membership. The types of reports were not listed as there are many reports available and this would be too much detail for a JOA. Training and logins have been provided to CCA Board members and reports can be scheduled to be sent directly to CCAs. The system will be reviewed regularly by the Park Board for accuracy.*
- *Language has not been added that data from the system will be in the exclusive custody/control of the CCA. The Park Board and CCA jointly operate the community centre and thus both collect and use data to provide programs and services. For example, Park Board staff collect membership and program data, enter it into the system, and need access to the data to verify valid memberships, make changes to customers’ accounts, renew memberships, and register customers in programs/services.*

16. Ownership of Community Centre Assets

- *Centres which are leased by the City of Vancouver/Park Board will have language specific to their situation under section 16.1: Community Centre Facility.*
- *Clarity has been provided for permanently affixed items.*
- *16.2 provides further detail on equipment and assets.*

17. Dispute Resolution

- *Intent to resolve disputes constructively at the local centre level (appeared under arbitration feedback).*
- *More specific timelines in each of the steps were included.*
- *The ability to go to mediation before arbitration has been included.*
- *Reviewed the request for a more progressive process and sought advice from legal – determined this was the recommended process with the addition of mediation and clarification of the rules for arbitration.*
- *Examples of policies, standards, budget, resources, assets, etc. were not included as the list would be too detailed*
- *Limiting the length or cost of arbitration was not included as that wouldn't be possible to ensure a proper process.*

18. Brand and Brand Protection

- *The requirement for all messaging to be co-branded has been dropped. The need for co-branding will be determined at an operational level.*

19. Changes to Jointly Operated Facilities

- *More detail has been provided on different types of changes impacting space as well as provisions for leased facilities.*

20. Termination of Agreement

- *Removed reference to 3 written notices of a breach and included a timeline for remedy.*
- *Added the ability to invoke dispute resolution and refer to arbitration.*

21. Notices

New from legal.

22. Miscellaneous

New from legal

Appendix A

Not yet provided

Appendix B: Access Policy

- *The definition of OneCard has been simplified - will have access and use products loaded onto it and accepted at all centres.*
- *Reimbursements rates will be reviewed in the first year of the JOA. Reimbursement rates are as presented on May 31.*
- *CCA-run fitness centres will accept the Flexipass (with reimbursement from the Park Board as per set rates). Language has been added to clarify that the CCA can continue to sell their own products (e.g., fitness centre cards).*

Appendix C: Issues and Financial Matters Specific to Association

Not yet provided

Appendix D: Operational Details for ActiveNet

- *Inclusion of the key provisions of the ActiveNet agreement*

Appendix A: Human Resources (Background and Context Information)

At Session #3, feedback was received on the need to clarify “staff”. The explanation below is intended to help understanding why some feedback on human resources was used and not others.

There are three types of staff who work in community centres:

- 1. Exempt Park Board Employees: the only exempt (non-unionized) Park Board employees who work in community centres are the Recreation Supervisors.*
- 2. Unionized Park Board Employees: Except for the Recreation Supervisors, all other employees in the centres are unionized.*
 - a. This includes Group 1 staff. While the CCA pays for the cost of the staff, the staff are still unionized Park Board employees and the Collective Agreement still applies.*
 - b. This includes programmers, youth workers, recreation facility clerks, front desk staff, etc.*
- 3. CCA staff: includes CCA program delivery (e.g., instructors) and administrative personnel.*

The collective agreement with CUPE 15 applies to all employees in category 2 above (unionized Park Board employees). In response to CCA comments on these topics, below we have provided a summary of some of the information covered by the collective agreement. The collective agreement has the specific language and the following summary does not override the terms of the collective agreement.

a. Vacation Entitlement and Deferring

The amount of vacation entitlement is covered by the collective agreement. Vacation scheduling is typically done at the beginning of each year with approval of the Recreation Supervisor. In instances where more than one employee requests vacation time and it is not operationally feasible, the employer will consider operational needs to determine feasibility. As a last resort, the employer will use seniority to determine which employee will be entitled to take the time off.

b. Work Week: Standard Hours of Work and Changes to Hours of Work

Standard hours of work and break entitlement are included in the collective agreement. Changes to hours of work must be made as per the collective agreement including providing a notice period. In instances where there are adjustments to hours of work that affect more than one employee, the adjusted schedule will be offered in order of seniority to employees within the classification or work group. If no employee volunteers to accept the schedule it will be assigned in reverse order of seniority.

c. Filling of Vacancies and Posting Internal/External Concurrently

This language is covered in the collective agreement. All vacancies for positions over 5 months in duration must be posted. Eligible employees who apply for a vacancy are assessed on the basis of qualifications, experience, seniority, and personal suitability. Up to 3 candidates will be invited for interviews if they all meet the minimum qualifications.

As per accepted practice, in instances where the skills, knowledge, and ability of the employees in the interview process are deemed approximately equal (within 10% of one another), seniority shall be the determining factor in awarding the position.

All positions will be posted internally on the City of Vancouver website. Vacancies are only posted externally if the position is valued at paygrade 26 and above or in instances where the position is having difficulty attracting qualified candidates and the positions are deemed difficult to fill.

d. Promotions, Transfers, and Demotions

Promotions, Demotions, and Transfers are covered under the collective agreement.

When a regular full time employee wishes to transfer to another site they can request this from their manager or they can apply for a vacant position. The union reserves the right to grieve the process and therefore the employer is accountable for this process and makes the final decision.

e. Trial Period

As per the collective agreement, when a Regular Full Time employee is promoted or transferred into a new position they will serve a 6 month trial period in the new position. As per accepted practice, if an employee is not meeting expectation during the trial period, the employer must meet with them regularly to provide feedback, engage in training if appropriate, and provide an opportunity for the employee to improve.

f. Compensation: Duties, re-classification, and increments

General compensation is covered under the collective agreement.

Employees receive annual increments in salary up to step 5 of their pay grade as per the collective agreement based on hours worked.

Employees can initiate a re-classification or review of their position with the support of their Supervisor. The roles and duties performed will be reviewed to determine if the position will remain as is or be re-classified. If a position is re-classified, the change in salary is retroactive to the date the review was signed by Human Resources.

g. Performance Reviews, Supervision and Discipline

Performance reviews are not covered under the collective agreement. Supervisors that are both included and excluded from the bargaining unit provide input into the performance review process for their teams and follow the guidelines related to performance reviews as outlined by Human Resources. Employees can grieve performance reviews and therefore management (supervisor or manager) is accountable for the process and all decisions.

Supervision is not covered by the collective agreement. Although employees may report to someone within the bargaining unit, discipline can only be issued by an exempt Supervisor/Manager.

With the above context in mind, the feedback received was considered and changes as noted in the preceding sections of this document were made to the draft content. Requested changes that conflicted with the collective agreement were not made.