



JOA Consultation Session 3: June 28, 2016

DRAFT for COMMENT & REVIEW

HUMAN RESOURCES

CCA's Role

- The CCA will continue to be the employer of CCA contractors, instructors and staff ("CCA staff") and will be responsible for all employer and contractor related liabilities. The CCA will retain final authority over employment matters with respect to CCA staff, including hours and conditions of work, hiring, discipline, control and termination.
- The CCA will be responsible for volunteers engaged to support CCA activities, including appropriate screening and oversight, unless formally delegated to the Park Board.
- Where Park Board staff are overseeing the duties of CCA staff and/or CCA volunteers, the CCA will officially designate the Park Board as the CCA's designate with a full description of what the delegated authority includes.
- The City and Park Board will not indemnify the CCA for liabilities arising in relation to the CCA's relationships and obligations to CCA staff or CCA volunteers (i.e. statutory and regulatory liability).
- The CCA will indemnify the City and the Park Board for breaches of employment or service contracts or any statutory obligations related to CCA staff or CCA volunteers (including liability, court-ordered costs, damages etc.), excluding those that are the result of the negligence of City or Park Board employees.
- The CCA will also obtain appropriate insurance coverage for employment and contractor risks and provide evidence of this coverage to the Park Board.

Park Board's Role

- The Park Board will employ and pay for staff required and assigned to operate and maintain the community center (except where the CCA has committed to fund Park Board staff, i.e. Group 1, and any other exceptions agreed to between the parties which must be documented and appended to the JOA).
- The Park Board and its staff are subject to collective agreements and individual employment contracts, City policies, and applicable legislation.
- The Park Board will provide a mechanism for the CCA to provide feedback on the performance of the Recreation Supervisor.

Conduct and Escalation Processes

- Both parties will ensure their staff, contractors, and volunteers conduct themselves in a respectful manner and in compliance with all employment-related legislation.
- The parties will establish a process for the escalation of concerns with regard to performance and conduct of each party's staff, contractors and volunteers.



Staffing

- The CCA will have input into the staffing of key Park Board positions, including the Recreation Supervisor, Community Center Recreation Programmer, and Youth Worker. The final authority on staffing decisions will rest with the Park Board.

FACILITIES

Ownership

- The City of Vancouver is the sole owner of all community centres. Anything permanently affixed to the facility is considered part of the community centre, unless otherwise agreed to by the parties. Jurisdiction for managing these facilities resides with the Vancouver Park Board. The CCA has no interest, right or title in the community centre and no licenses, leases or other right to occupy the Community Center, whether written or implied.
- The CCA will maintain ownership of its chattels and various equipment. All CCA assets will be described in an up to date inventory.
- Any past or future funds contributed by the CCA toward the community centre infrastructure, including towards the base building, building additions or capital infrastructure, are contributions by the CCA to the City and Park Board and do not give rise to any interest, right or title in the community centre in favour of the CCA.

Space Allocation

- The CCA will have responsibility for allocating jointly operated space at the community centre for the purpose of providing programming and services, subject only to the Park Board and the City having the option to require short term, reasonable use of space (free of charge) for civic priorities, such as special events or short term need for urgent or emergency purposes. The Park Board/City will provide the CCA with as much notice as possible and work diligently to mitigate any negative impacts.
- The CCA will have control of room rentals in the community center and will set pricing for such rentals, except any agreement for more than a one year period must be approved by the Park Board.
- Priority in the allocation of space will be given to: (1st) CCA programs and services; (2nd) other not-for-profit community organizations; and (3rd) private rentals.



Maintenance and Renovations

- The Park Board in conjunction with the City will be responsible for maintaining the building envelope and core infrastructure, subject to funding allocated and approved by the Park Board/City.
- The Park Board will advise the CCA of any plans (including building repair or maintenance projects), which may impact the use of or access to the community center.
- Any renovations will be the responsibility of the Park Board and the final decision with respect to any changes to the facility will rest with the Park Board.

Capital Planning

- There will be a mechanism for consultation with the CCA into the development of long-term capital plans for the community centre.
- If the Park Board intends to start a major capital project in or around the community center, the Park Board or its staff will work with the CCA to develop a plan to minimize disruption to the operation of the community center, to the extent reasonably possible.