



JOA Consultation Session 5: July 26, 2016

DRAFT for COMMENT & REVIEW

DISPUTE RESOLUTION

Process

- There will be an escalation process to resolve disputes between the CCA and the Park Board.
- Step 1: Ideally, disputes will be resolved constructively at the local level between the Recreation Supervisor and/or Manager and CCA representatives.
- Step 2: If not resolved within 15 business days, the matter can be referred to the Director of Recreation.
- Step 3: If not resolved at the prior level within another 15 business days, then the matter can be referred to the General Manager (GM) of the Park Board along with a written summary of the dispute from both the CCA and Park Board management staff.
- Step 4: If not resolved at the prior level within another 30 business days, then the matter may proceed to arbitration, if applicable, or if the matter is not subject to arbitration (see below), the dispute may be referred to the Park Board of Commissioners for review and a final decision.

Arbitration

- For disputes exempt from arbitration, the CCA may bring issues forward to the Park Board of Commissioners for further consideration and final decision. The following matters are under the sole jurisdiction of the Park Board and are therefore not subject to arbitration:
 - (i) policies and standards established by the Park Board, provided such policies and standards do not directly contradict the express terms of the JOA;
 - (ii) allocation of Park Board budgets and resources; and
 - (iii) the ownership of the community centre assets.
- For disputes subject to arbitration, the dispute may be resolved by binding arbitration at the election of either of the parties. The following matters are subject to binding arbitration:
 - (i) the interpretation of the JOA; and
 - (ii) accounting and payment disputes.
- Matters to be resolved by arbitration shall be subject to arbitration conducted pursuant to the rules of the Arbitration Act, BC, and the place of arbitration shall be Vancouver, BC. The arbitration will be conducted before a single arbitrator and shall be final resolution for the matter being referred.
- The costs of arbitration will be split equally between the Park Board and CCA.



TERM

- The term of the JOA will be 5 years with two 5-year renewal options.
- Either party may elect to not renew the JOA, for any reason, with at least 3 months' notice prior to the renewal date.
- The JOA will come into effect for all participating CCAs on a date elected by the Park Board, which will be approximately 4 months after the new final JOA is provided to the CCAs for review.

ENDING AGREEMENT

- In the event of a sustained, material, un-remedied breach, with no satisfactory steps taken to resolve the breach of the JOA in a timely manner, either party may serve written notice to terminate the JOA at any time during the term or any renewal term, with 90 days prior written notice. At least 3 written notices specifying the breach must have been provided before notice to terminate the JOA may be given.
- If the centre is closed and/or relocated, the JOA will terminate and a new JOA will need to be entered into.

AMENDING AGREEMENT

- If additions or renovations adding space are made to the jointly-operated facilities, provided that the new space is to be used for purposes consistent with the program offerings of the CCA, the JOA will be amended to include the new space.
- If a party wishes to renew the JOA on amended terms and conditions, such party must give the other party written notice, including a description of the desired amendments, at least 180 days prior to the expiration of the then current term.