



JOA Consultation Session 3: June 28, 2016
DRAFT 2 - Revised on August 16, 2016 based on CCA Feedback

HUMAN RESOURCES

CCA's Role

- The CCA will continue to be the employer or contracting party, as applicable, of CCA ~~contractors, instructors and staff~~ program delivery and administrative personnel ("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 related to employment or service contracts with CCA staff, including ~~hours and~~ conditions of work, ~~hiring, discipline, control~~ remuneration, evaluation, direction and termination.
- The CCA will be responsible for volunteers engaged to support CCA activities, including appropriate screening and oversight (e.g., including obtaining criminal record checks, checking references, and interviewing potential volunteers), 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. With the agreement of the Park Board, the CCA may delegate responsibilities related to the engagement or management of CCA staff or volunteers to Park Board staff. The delegation of specific responsibilities will be confirmed by the parties in writing.~~
- 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). This is consistent with the current indemnity agreement between the parties.
- 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 breaches that are ~~the result of~~ caused by the negligence of City or Park Board employees.
- The City will indemnify the CCA 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.) that are caused by the negligence of City or Park Board employees.
- The CCA will also obtain and pay for appropriate insurance coverage (as determined by the Park Board and/or City) for employment and contractor risks and provide evidence of this coverage to the Park Board. The Park Board will provide notice to the CCA of changes to requirements re: insurance coverage.
- The CCA may provide an orientation to new regular full time, regular part time, and temporary full time Park Board staff with information on CCA operations, policies and roles.



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 share the relevant collective agreements with the CCA.

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 Park Board will provide a mechanism for the CCA to provide feedback annually on the performance of the Recreation Supervisor. CCA feedback on staff other than the Recreation Supervisor may be shared with the Recreation Supervisor at any time.
- 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. Issues should be first addressed with the Recreation Supervisor then may be progressively escalated, as per the Dispute Resolution process outlined in the draft materials for Session #5.
- The Park Board and CCA agree that input given by one party to the other regarding day-to-day operations at the jointly operated facilities will be constructive and respectful and support the best interests of the service to the community.

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. Input will consist of the opportunity to participate in interviews with shortlisted candidates. The final authority on staffing decisions will rest with the Park Board.
- The Park Board centre staff will notify the CCA of staff vacancies for regular full time, regular part time, and temporary full time positions and communicate a plan for interim coverage and permanent recruitment.
- The CCA may provide a description of the centre and community needs to accompany the job description and posting for Recreation Supervisor positions.



FACILITIES

Ownership

- The City of Vancouver is the sole owner of all community centres, except for community centres which are leased by the City of Vancouver/Park Board, in which case the City of Vancouver/Park Board is the sole lessee. Ownership of leased community centres is in accordance with the lease agreement for that respective community centre and the City of Vancouver/Park Board is the sole beneficiary of any ownership and lease rights under such leases. All CCA rights for the use of or access to the community centres arise solely under the JOA or other written agreements between the Park Board and the CCA directly. Anything permanently affixed (e.g., permanent reader boards) 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 JOA outlines the CCA roles and responsibilities to jointly operate the community centre with the Park Board.
- The CCA will maintain ownership and control 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 (e.g., municipal, provincial and federal elections) 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.
- At the time of booking, pPriority 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.
- The CCA will have access to administrative office space in the community centre, including storage space, which may be used for the CCA's files and equipment.



Maintenance and Renovations

- The Park Board in conjunction with the City will be responsible for maintaining the building envelope and core infrastructure (e.g., roof, walls, foundation) of the owned community centres, subject to funding allocated and approved by the Park Board/City. The CCA is responsible for upkeep, replacement and maintenance of its own chattels and equipment.
- 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 and will work with the CCA to schedule maintenance and renovations to minimize major disruptions, where possible, except in an emergency.
- 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. The Park Board will establish an annual process for the CCA to submit priorities for the maintenance and renovations to the facility to the Recreation Supervisor for consideration by the Park Board and City.
- The CCA may not carry out renovations or upgrades to the facility (unless approved by the Park Board) but may make suggestions to the Park Board on what renovations or maintenance may be the most beneficial to the centre and community.
- When standards for licensed childcare change, the CCA may identify maintenance or renovations required to meet the updated standards in existing spaces used for licensed childcare, and the Park Board will be responsible for the execution of such work. A cost-sharing arrangement between the Park Board and the CCA will be agreed upon for each project.

Capital Planning

- There will be a mechanism for consultation with the CCA into the development of long-term capital plans for the community centre. The System-Wide Planning and Communication sessions may be used to discuss demographic changes and evolving neighbourhood needs, and consider these needs in conjunction with capital planning.
- 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.