



## JOA Consultation Session 3: June 28, 2016 SUMMARY OF REVISIONS AND RESPONSES TO FEEDBACK ON DRAFT #1

### ***Background and Context Information***

At Session #3, we received feedback on the need to clarify “staff”. We hope the explanation below is helpful in understanding why we were able to use some feedback on human resources 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 (agreement with CUPE 15) is attached. The collective agreement 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. Please refer to the collective agreement for specific language, as 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.

### ***Summary of Changes***

With the above context in mind, the feedback received has been considered and the following changes have been made to the draft content. Requested changes that conflicted with the collective agreement were not made.

## **HUMAN RESOURCES**

### ***CCA's Role***

- Based on feedback, a number of additions were made in this section to provide further clarity on roles and responsibilities regarding HR-related matters such as liability/indemnity, volunteer screening and staff orientation.
- We received several comments regarding the CCA's role in HR-related matters of Park Board staff, which were not in line with the collective agreement so these comments were not incorporated.

### ***Park Board's Role***

- As requested, we have shared a copy of the relevant collective agreements (please see link above) and also provided a plain language description.

### ***Conduct and Escalation Processes***

Based on feedback:

- We have expanded on how the CCA may provide feedback on the performance of the Recreation Supervisor and noted that the CCA can provide feedback on other staff to the Supervisor at any time.
- We amended the escalation process to clarify that issues should first be addressed with the Recreation Supervisor before being progressively escalated.

### ***Staffing***

- While not included in the draft content, we would like clarify that: (1) at any time, the CCA is welcome to provide feedback to the Recreation Supervisor on staffing related topics, including staffing levels, and (2) the Supervisor may, at their discretion, take reasonable direction from the CCA (e.g., related to programming or service planning).
- Based on feedback, we added additional language on how the CCA will be involved in providing input into the staffing of key Park Board positions, how the CCA will be notified of vacancies, and how the CCA may provide context to be included with job descriptions for Recreation Supervisor positions.
- We did not incorporate other feedback about the CCA's role in staffing (e.g., adding an appeal mechanism) as the final authority on staffing decisions rests with the Park Board.



## **FACILITIES**

### ***Ownership***

Based on feedback:

- We have added additional language to reflect the centres which are leased by the City of Vancouver/Park Board.
- We have made other small suggested wording changes to this section, as noted in track changes.

### ***Space Allocation***

Based on feedback:

- We have provided examples of special events.
- We have clarified that the priority in the allocation of space does not mean that bookings can be bumped, but that priority will apply at the time of booking
- We have included new language that the CCA will have access to administrative office space in the community centre.

### ***Maintenance and Renovations***

Based on feedback:

- We have provided further clarity on what is meant by “building envelope and core infrastructure”, and added that the CCA is responsible for its own chattels and equipment.
- We have added new language to describe planning and completion of renovations, maintenance and upgrades, including roles and responsibilities, providing input for prioritization, and communication.
- We have included new content about renovations and maintenance as it relates to licensed childcare.

### ***Capital Planning***

- As suggested, we have noted that demographic changes and evolving neighbourhood needs may be discussed at the system-wide planning and communication sessions.