

THE CORPORATION OF THE TOWNSHIP OF PRINCE

BY-LAW NO. 2003-1

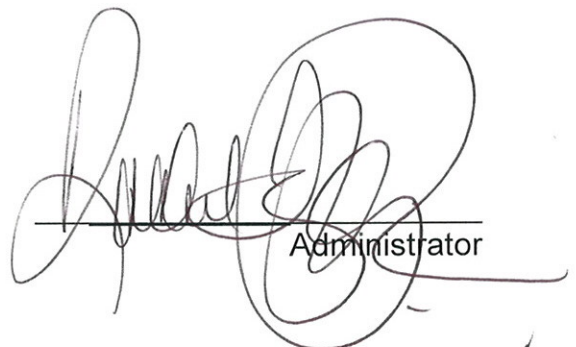
Being a by-law to authorize execution by the Administrator of an Agreement between the municipality and the City of Sault Ste. Marie (Ontario Works) with respect to participation in Ontario Works community placement

THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF PRINCE
HEREBY ENACTS AS FOLLOWS:

1. THAT the Administrator be and she is hereby authorized to execute and affix the Corporate Seal to an Agreement between the municipality and the City of Sault Ste. Marie (Ontario Works) with respect to participation in Ontario Works community placement, which Agreement is attached hereto as Schedule "A".
2. SCHEDULE "A"
Schedule "A" forms part of this by-law.

READ THREE TIMES AND PASSED in open Council this 14th day of January 2003.


Reeve


Administrator

ONTARIO WORKS
MAKING WELFARE WORK

Ontario Works
540 Albert Street, East
Sault Ste. Marie ON P6A 2K4
Phone (705) 759-5294
Fax (705) 541-7311

Memorandum of Understanding

Between

City of Sault Ste. Marie
(Referred To Herein After As "Ontario Works")

and

TOWNSHIP OF PRINCE
(Organization)

This Memorandum of Understanding summarizes the agreement between the Organization and Ontario Works.

The Organization agrees to provide placements to Participants of Ontario Works according to the Ontario Works guidelines.

Responsibilities of Organization

You agree that your organization will make a commitment to:

1. Promptly notify Ontario Works of any absences.
2. Provide Ontario Works with evaluations of each participant's work placement.
3. Provide a termination letter if the term of the position is not completed as specified on the Community Participation Agreement.
4. Allow the participant time off to attend interviews with Ontario Works staff when requested by the Case Manager of Ontario Works.
5. Assist the participant in their efforts to search for and obtain regular employment by allowing time off to attend scheduled job interviews.
6. Provide a letter of reference when appropriate.
7. Adhere to all applicable federal, provincial and municipal legislation, regulations and by-laws respecting the workplace.

The Participating Organization in the Ontario Works Program, Confirms that:

1. The participation placement does not displace any paid employment position in your organization.
2. They have been advised that the Workplace Safety and Insurance Board or equivalent coverage under the Ministry's Accident Insurance Plan covers the selected participant.
3. That the placement is in compliance with all applicable labour relations legislation and any applicable collective agreement, the placement must not violate any collective agreement provision governing the assignment of work, including the contracting out of work.
E.g. participants in unpaid work placements must not do bargaining unit work
4. You are in compliance with all applicable federal and provincial occupational health and safety legislation, regulations, and any other relevant standards.
5. You are in compliance with all applicable federal and provincial human rights legislation, regulations, and any other relevant standards.
6. You are in compliance with standards concerning hours of attendance, public and religious holidays, pregnancy and parental leaves, and termination of placement.
7. The Placement Organization including its Board of Directors and paid staff members, etc., acknowledges that Ontario Works is bound by the provisions of the Municipal Freedom of Information and Protection of Privacy Act. The Placement Organization agrees that all information provided to the Placement Organization by Ontario Works is being provided on a confidential basis for the purposes of the said Act. The information provided by Ontario Works to the Placement Organization shall not be released to any third party, under any circumstances whatsoever, without the consent of Ontario Works.

All Parties Confirm that they Understand the following

1. Participants can not spend more than six months at any one approved placement.
2. Participants must not spend more than 70 mandatory hours a month in Community Participation (cumulative of all time spent at all approved community placements).
3. The maximum amount of hours any recipient is required to spend is no more than their benefit level divided by the minimum wage and that this calculation will be done monthly by Ontario Works with all parties to be advised.
4. The maximum amount of hours any recipient is required to spend is reduced on an hour per hour basis for each hour of paid employment and that this calculation will be done monthly by Ontario Works with all parties to be advised.
5. The participant will not spend more than eight hours in the day and 44 hours in a week at any one approved placement.
6. There is no minimum number of hours a month that a participant must spend at a community placement.
7. Participants are not required to attend Community Participation placements on public holidays (also

- known as statutory holidays) unless they agree to. If a participant does agree to attend on a public holiday, he or she must be offered a substitute day as a holiday.
8. With respect to religious holidays, participating organizations offering placements must follow the duty to accommodate provision in the Ontario Human Rights code where a participant requests observation of a religious holiday.
 9. Participants who are pregnant may stop attending Community Participation placements starting at 17 weeks before the expected date of birth. The leave of attendance is 17 weeks long, running from the date chosen to begin the leave.
 10. The Community Participation placement does not violate the participant's conditions of membership in a professional union or trade union.
 11. The Community Placement does not interfere with the participant's paid employment or a paid employment opportunity.

The Community Placement Organization Agrees that:

As a participating organization in the Ontario Works Project, you agree that you shall indemnify and save harmless the Ontario Works and the Ministry of Community and Social Services from and against any and all costs, claims, demands, suits, actions and judgements made, brought or recovered resulting from any act or omission by your organization, its officers, directors, staff and agents in connection with the provision of services pursuant to this Memorandum of Understanding.

Throughout the term of this agreement, the Placement Organization must have in place appropriate general liability insurance, and proof of such insurance must be provided to Ontario Works upon request.

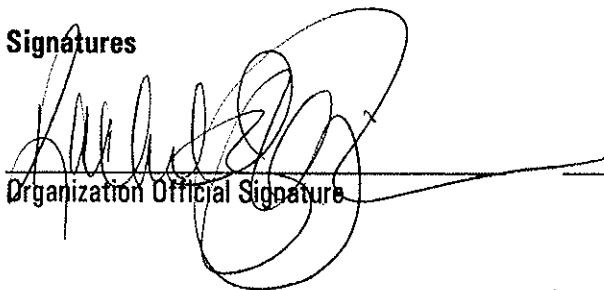
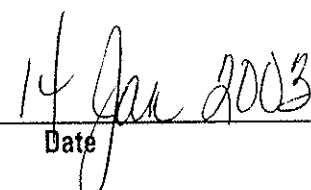
Your signature on this agreement indicates that you and your organization agree to abide by the terms and conditions outlined above.

A copy will be retained on file by the Community Placement Coordinator.

Thank you for your interest in Ontario Works. We look forward to a successful placement.

If at any time any party wishes to discuss the community placement further, or if any difficulties or concerns arise throughout the placement period, please contact Ken McPhee at 705-759-5476 or Monique Bouillon at 705-759-5468.

Signatures

Organization Official Signature

Date

Community Placement Co-ordinator

Date