

COMMUNITY PLACEMENT AGENCY AGREEMENT

THIS AGREEMENT made in duplicate this 16 day of FEBRUARY, 199⁸.

BETWEEN

THE REGIONAL MUNICIPALITY OF NIAGARA OF THE FIRST PART

hereinafter called the "Region"

- and -

THE CORPORATION OF THE TOWN OF PELHAM

hereinafter call the "Community Placement Agency" OF THE SECOND PART

WHEREAS the Community Placement Agency is willing to participate in the Region's Ontario Works Niagara program by providing community placements in accordance with the legislation, regulations and guidelines of the Ontario Works Niagara program.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that the Community Placement Agency and the Region mutually covenant and agree as follows:

1. Definition

1.1 The Community Placement Agency and the Region agree that a community placement is any unpaid community service activity under the direction of officials within communities and/or public or non-profit organizations.

2. Purpose

2.1 The purpose of community placements is to enable participants to contribute to their community while receiving social assistance and to build some basic networks, valuable experience, and employment-related skills to help them move into the paid labour force. Community placements should be of value to both the participant and the community.

2.2 The Community Placement Agency and the Region agree that participants who currently volunteer with community, public or non-profit organizations may propose self-initiated community participation placements in the Community Placement Agency, based on their current activities or newly defined activities, provided that the Community Placement Agency agrees to administer and supervise the placement and agrees to be a participating organization for the purposes of Ontario Works Niagara.

3.7 The Community Placement Agency acknowledges and agrees that the Region is entering into this agreement for the purposes of a community placement(s) for the term herein described, and that this agreement is in no way to be deemed or construed to be a contract of employment. Specifically, the parties agree that it is not intended by this agreement, that the Community Placement Agency is to be an employee of the Region for the purpose of The Income Tax Act, S.C. 1970-71-72, c. 63; The Canada Pension Plan Act, R.S.C. 1985, c. C-8; The Unemployment Insurance Act, R.S.C. 1985, c. U-1; The Workers' Compensation Act, R.S.O. 1990, c. W.11; The Occupational Health and Safety Act, R.S.O. 1990, c. O.1; and The Health Insurance Act, R.S.O. 1990, c. H.6; all as amended from time to time, and any legislation in substitution therefor.

- 3.8 Notwithstanding the generality of the foregoing the Community Placement Agency shall:
- a) ensure community placements are in accordance with the purpose and definition of community placements for the purposes of the Ontario Works Niagara program;
 - b) ensure that the community placements are meaningful and productive;
 - c) ensure that referrals and self-initiated community placements comply with the following criteria:
 - (i) participants do not spend more than six months at any one approved placement;
 - (ii) participants must not spend more than seventy (70) hours a month in community placement;
 - (iii) the maximum amount of hours any recipient is required to spend is no more than his or her benefit level divided by the minimum wage;
 - (iv) in cases where a recipient is receiving less than full benefit, the hours of work are reduced accordingly;
 - (v) participants in community placement shall not spend more than eight hours in a day and forty-four hours in the week at any approved placement. Participants are entitled to have eating periods of at least one half hour at least once every five consecutive hours;
 - (vi) no Community Placement Agency can require or permit a participant to attend a placement for longer daily or weekly period of time.
 - d) have available for inspection by the Assistant Director of Ontario Works Niagara or his or her designate verification that the Community Placement Agency complies with all conditions of this agreement.

3.9 The Community Placement Agency shall provide the Region with information, documentation and material as described in this agreement.

4. Observance of the Law and Indemnity

4.1 The Community Placement Agency covenants and agrees that it shall take any and all action and shall do and provide the Services herein required to be provided in compliance with any law, the order of any board, or Court of competent jurisdiction, rule, regulation, or requirement of the Canadian Government, or the Government of the Province of Ontario, or of any competent local Government, board, commission, department, or officer.

6.4 All such insurance policies shall stay in force and not be amended, cancelled or allowed to lapse, without at least thirty (30) days' prior notice to the Region.

7. Confidentiality

7.1 All gathering and disclosure of information related to a community placement shall be in accordance with the Freedom of Information and Protection of Privacy Act (FIPPA), the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA) and all applicable Federal and Provincial human rights legislation, regulations and any other relevant standards. The Community Placement Agency shall obtain each participant's written consent prior to disclosure of information, including advising other employees of the status of the client. The Community Placement Agency shall ensure that participants on community placements wear attire appropriate for the placement and are not visually identifiable as Ontario Works Niagara participants. The Community Placement Agency shall ensure that any media stories concerning Ontario Works Niagara are screened to the best of its ability by the Region, to ensure that specific clients cannot be identified. The Community Placement Agency shall ensure that no community placement participants are photographed without their prior written consent. Appendix "A" provides copies of all consent forms acceptable to the Region.

7.2 The Community Placement Agency shall:

- a) recognize the dignity and worth of every community placement participant and provide for equal rights and opportunities without harassment or discrimination;
- b) have a workplace Harassment and Discrimination Policy or an effective, efficient process for identifying and resolving harassment and discrimination issues; and
- d) have an Accommodation Policy in accordance with the Ontario Human Rights Code.

7.3 The Community Placement Agency agrees that if human rights issues are raised, proof of compliance lies with the Community Placement Agency.

7.4 The Community Placement Agency agrees to meet with the Region staff, prior to the commencement of services pursuant to this Agreement, to fully discuss all matters of confidentiality.

7.5 The Community Placement Agency shall not use, at any time during the term of this Agreement, or thereafter, any of the information acquired by the Community Placement Agency during the course of carrying out the community placements provided for herein for any purposes other than the purposes authorized in writing by the Assistant Director of Ontario Works Niagara.

7.6 If the Community Placement Agency fails to comply with this paragraph, the Region may immediately terminate this Agreement.

8. Occupational Health and Safety

8.1 The Community Placement Agency agrees that it must be and remain in compliance with all applicable Federal and Provincial occupational health and safety legislation, regulations, and any other relevant standards.

10.2 The Community Placement Agency acknowledges that all community placements shall not violate any collective agreement provision governing the assignment of work, including contracting out of work.

10.3 The Community Placement Agency shall meet the following specific program and legislative standards:

- the placement position must not be within the scope of a collective agreement, nor have been filled by a paid employee within two years of the offer of placement
- duties must not be currently performed by an employee
- duties must not have been performed by an employee who has been laid off and has recall rights under a collective agreement
- duties must not be of an employee who is currently on a leave of absence
- duties must not have been previously performed by paid employees within a minimum period of two years

11. Public and Religious Holidays

11.1 The Community Placement Agency acknowledges that participants are not required to attend the community placement 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.

11.2 The Community Placement Agency must comply with the duty-to-accommodate provisions in the Ontario Human Rights Code where a participant requests observance of a religious holiday.

12. Pregnancy and Parental Leaves


12.1 The Community Placement Agency acknowledges the community placement participants' rights to pregnancy and parental leaves as follows:

- a) a participant who is pregnant may stop attending the community placement starting at seventeen weeks before the expected birth date;
- b) leave of absence is seventeen weeks long, running from the date chosen to begin the leave;
- c) the participant must give the Community Placement Agency two weeks' notice of the date she wishes to stop attending, supported by a certificate from a legally qualified medical practitioner that states the expected birth date;
- d) the participant may also stop attending a placement earlier because of complications caused by her pregnancy or because of a birth, still-birth or miscarriage that happens earlier than expected in which case notice is not required, but a certificate from the participant's physician that explains her medical condition and expected recovery outcome is required;

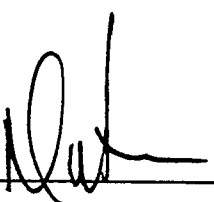
IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals under the hands of their proper officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED)

in the presence of)




Witness



Witness

THE REGIONAL MUNICIPALITY OF NIAGARA

Per  (Corporate Seal)

Per _____

Per  (Corporate Seal)

Per 