

Student Employment Program (Level I, II, III Students)

INFORMATION SHEET

DEADLINE DATE: May 5, 2008

Program pending final approval of funding

- Who can be a Sponsor?** School Boards, municipalities and not for profit community agencies. Federal/provincial government departments are not eligible for funding under this program. Employers must demonstrate a willingness to hire individuals referred by the Department of Human Resources, Labour and Employment (HRLE). Contact the nearest HRLE office for potential employees.
- Who can be hired?** Any student who is currently enrolled in Level I, II or III; is legally entitled to work in Canada; and who is not an immediate family member.
- Subsidy:** The subsidy shall be 100% up to a maximum of \$8.00 per hour towards the hourly wage rate for a maximum average of 40 hours per week per pay period. An additional 12% of the contract value will be provided for administrative costs including Income Tax, Employment Insurance, Canada Pension and assessments under the Workplace Health, Safety and Compensation Act. A minimum of 20 hours per week must be provided.
- Duration:** Minimum of 3 weeks up to a maximum of 8 weeks. All projects must be completed prior to **September 7, 2008**.
- Deadline:** Applications must be postmarked on or before **May 5, 2008**.

For more information on the eligibility criteria and other program details as outlined above please refer to the Terms and Conditions on the Student Employment Program (Level I, II, III Students) Application/Agreement.

Return completed Applications to the nearest office of the Department of Human Resources, Labour and Employment as listed below:

AVALON REGION

St. John's

Human Resources Labour and Employment
285 Duckworth Street
P.O. Box 8700
St. John's, NL A1B 4J6
Telephone: (709) 729-7505
Fax: (709) 729-7513

Carbonear / Placentia

Human Resources, Labour & Employment
17 Industrial Crescent
Carbonear, NL A1Y 1A5
Telephone: (709) 945-3099
Fax: (709) 945-3073

Mount Pearl / Paradise / Conception Bay South / Southern Shore

Human Resources Labour and Employment
Mount Pearl Local Service Site
Motor Vehicle Registration Building
P.O. Box 8700
St. John's, NL A1B 4J6
Telephone: (709) 729-5911
Fax: (709) 729-0736

CENTRAL REGION

Bonavista / Clarenville

Human Resources Labour and Employment
P.O. Box 820
Bonavista, NL A0C 1B0
Telephone: (709) 468-5401
Toll Free: 1-888-632-4555
Fax: (709) 468-1529

Marystown

Human Resources, Labour & Employment
P.O. Box 1142
Marystown, NL A0E 2M0
Telephone: (709) 279-7636
Toll Free: 1-888-632-4555
Fax: (709) 279-7646

Gander

Human Resources Labour and Employment
P.O. Box 2222
Gander, NL A1V 2N9
Telephone: (709) 256-1232
Toll Free: 1-888-632-4555
Fax: (709) 256-5109

Grand Falls-Windsor / St. Alban's

Human Resources, Labour & Employment
42 Hardy Avenue P.O. Box 559
Grand Falls-Windsor, NL A2A 2J9
Telephone: (709) 292-4331
Toll Free: 1-888-632-4555
Fax: (709) 292-4200

Springdale / Baie Verte

Human Resources Labour and Employment
P.O. Box 580
Springdale, NL A0J 1T0
Telephone: (709) 673-2615
Toll Free: 1-888-632-4555
Fax: (709) 673-2138

Lewisporte / Twillingate

Human Resources, Labour & Employment
P.O. Box 190
Lewisporte, NL A0G 3A0
Telephone: (709) 535-3212
Toll Free: 1-888-632-4555
Fax: (709) 535-0260

WESTERN REGION

Corner Brook

Human Resources Labour and Employment
Noton Building
Box 2006
Corner Brook, NL A2H 6J8
Telephone: (709) 637-2601
Fax: (709) 637-2630

Port Saunders

Human Resources, Labour & Employment
Dobbin Building
Box 10
Port Saunders, NL A0K 4H0
Telephone: (709) 861-3237
Fax: (709) 861-3088

Stephenville / Bay St. George

Human Resources Labour and Employment
W.E. Cormack Building
29 Carolina Avenue
Stephenville, NL A2N 3P8
Telephone: (709) 643-7954
Fax: (709) 643-7905

Channel

Human Resources, Labour & Employment
AVCO Building
49 – 51 Main Street P.O. Box 38
Channel, NL A0M 1C0
Telephone: (709) 695-6240
Fax: (709) 695-2302

LABRADOR REGION

Happy Valley

Human Resources Labour and Employment
Elizabeth Goudie Building
P.O. Box 3014, Stn B
Happy Valley, NL A0P 1E0
Telephone: (709) 896-8846
Toll Free: 1-888-773-9311
Fax: (709) 896-5371

**APPLICATION/AGREEMENT
 STUDENT EMPLOYMENT PROGRAM
 (Level I, II, III Students)**

Amendment # _____

Project Number # _____

Applicant Information

Name of Organization: _____

Mailing Address: _____

Location: _____

Telephone: _____

Postal Code _____

Fax: _____

Two persons with the organization who may be contacted for information pertaining to this application:

1. _____ Telephone: _____ (Bus) _____ (Res)

2. _____ Telephone: _____ (Bus) _____ (Res)

Fax #: _____ E-mail Address: _____

Accountant/Bookkeeper: _____ Telephone: _____

E-Mail: _____ Fax: _____

Type of Organization: _____ Start-up Date of Organization: _____

Incorporation # _____ Business # _____

Do you have Workplace Health, Safety and Compensation coverage? Yes No Account #: _____

Number of employees now on staff: _____ Number of positions applied for: _____

Has the appropriate union concurred with this proposal? Yes No N/A

Are these positions replacing regular employees or employees on lay-off? Yes No

Is the position(s) already funded under other wage subsidy program(s)? Yes No

Will hire a client identified by HRLE? Yes No

FOR EACH POSITION APPLIED FOR, PLEASE COMPLETE THE ATTACHED SHEET DESCRIBING THE POSITION, DUTIES, NUMBER OF WORK WEEKS AND HOURLY RATE OF PAY.

The Applicant agrees to hire students who are currently enrolled in Level I, II or III.

The Applicant acknowledges that they have read and agree to the Terms and Conditions stated on the reverse and that should the application be approved, the Terms and Conditions will form part of the Agreement between the Applicant and the Department of Human Resources, Labour and Employment.

 Signature (Employer or Employer's Duty Authorized Representative)

 Date

 Signature (Client Services Officer) Date

 Signature (Province) Date

FOR OFFICIAL USE ONLY

Approved: _____ Positions _____ Work-weeks \$ _____ Contribution

Contracted: _____ Positions _____ Work-weeks \$ _____ Contribution

Start Date: _____ Finish Date: _____

NAICS NOC ORG FY1

Return completed application to the nearest Human Resources, Labour & Employment office as noted on the attached Information Sheet.

TERMS AND CONDITIONS

Employers Eligible for Funding

- 1) School boards, municipalities and not for profit community agencies:
 - a) who will provide Level I, II, III students with an opportunity to gain valuable work experience which may facilitate future labour market participation;
 - b) who have an established operation in the Province of Newfoundland and Labrador; and
 - c) who agree to give preference to individuals identified by the Department of Human Resources, Labour and Employment.

Eligible Positions

- 2) Positions shall not be:
 - a) created by the displacement of an existing employee;
 - b) those normally held by an employee on lay-off, awaiting notice or recall;
 - c) filled by promoting an existing employee unless the previous position is filled;
 - d) vacant as a result of a labour stoppage or labour/management dispute; or
 - e) the result of a reduction in regularly scheduled hours or period of work for any existing employee of the business.
- 3) The work to be performed must not be employment that:
 - a) provides personal services;
 - b) is paid solely by commission or output;
 - c) is being subsidized by another government wage subsidy program for the same position.
- 4) Concurrence of the appropriate union/employees' association is the sole responsibility of the employer.

Eligible Recipients

- 5) Eligible recipients:
 - a) shall be a student currently attending high school;
 - b) shall be legally entitled to work in Canada; and
 - c) shall not be an immediate family member of the applicant employer or, if the employer is a corporation, a member of the immediate family of a director or senior manager of the corporation. For the purpose of this section, "immediate family" means spouse, parent, grandparent, child, sibling, in-laws, or other persons residing in the employer's household.
 - d) changes to Clause 5(c) may be permitted with prior approval of the Province.
- 6) For the purpose of this Program, a student is any individual who is currently enrolled in Level I, II, or III.

Reimbursement of Wages

- 7) All payments required by law to be made by an employer including Income Tax, Employment Insurance, Canada Pension, assessments under the Workplace Health, Safety and Compensation Act, holiday pay and any liability arising from this employment shall be the sole and absolute responsibility of the employer. Where an employee works on a statutory holiday and premium wages are paid, reimbursement will be at the approved rate only.
- 8) The employer shall, with respect to the employee, and in a form provided by the Province:
 - a) submit claims and payroll as required by the Province;
 - b) a final claim and payroll must be submitted prior to November 30, 2008; failure to submit final claims and any required documentation by this date will result in the project being considered finalized with no further payments being released; future applications will not be considered until all previously requested documentation is received.
- 9) Subsidy period shall not be less than 3 weeks and shall not exceed 8 weeks. The subsidy shall be 100% up to a maximum of \$8.00 per hour towards the hourly wage rate for a maximum average of 40 hours per week per pay period. An additional 12% of the contract value will be provided for administrative costs. A minimum of 20 hours per week must be provided.

Accounts and Records

- 10) The employer shall provide reports concerning the progress and particulars of the employee and the attainment of objectives and such other reports as may be required by the Province.
- 11) The employer shall keep proper accounts and records, including invoices, receipts, vouchers, bank statements, and cheques of all financial transactions relating to this Agreement and these records shall be open at all times to inspection and audit by the Province or its authorized representatives.
- 12) The employer undertakes to respect the confidentiality of the information obtained from individuals and to use such information solely for the purposes for which it is obtained.

Payment

- 13) The Province shall make an initial payment of 90% of the contract value to the employer and shall make a final payment to the employer following receipt of a final claim and required payroll documentation and, if deemed necessary by the

Province, upon completion of an audit by the Province or its representatives. No contribution shall be made by the Province in excess of the amounts contracted under this Agreement. No contribution shall be made except upon evidence satisfactory to the Province that the expenses for which payment is being claimed have actually been expended.

14) The Province may withhold payment of any amount payable pursuant hereto where the employer has failed to comply with any terms and conditions contained herein, where the Province is not satisfied with the progress of the activities, or pending the outcome of an audit.

15) The Province may demand return of any amount in excess of the contribution to which the employer is entitled under this Agreement. Immediately upon receipt of such demand, the employer shall repay the amount specified therein, with it being agreed that such amounts are considered debts owing to the Province.

16) Any payment(s) due hereunder is subject to there being an appropriation of funds for the fiscal year in which the payment is to be made.

Amendments

17) This Agreement shall not be amended or assigned unless both parties agree to the amendment or assignment in writing.

Termination

18) Either party may terminate this agreement with a minimum of seven days written notice to the other party.

19) If at any time the Province is of the opinion that the employer has failed to conduct the activities in an acceptable manner or has failed to comply with any of the terms and conditions contained herein, the Province may terminate the Agreement by giving written notice thereof to the employer and any payments which would have otherwise been payable to the employer may, at the discretion of the Province, be withheld.

General

20) No member of the House of Assembly, House of Commons, employee of the Department of Human Resources, Labour and Employment, member of the Executive Pay Plan, staff employed in the office of a Member of the House of Assembly or office of a Provincial Minister of the Crown or any person or organization other than the applicant and/or the employee shall be eligible for any financial assistance or, may receive any financial gain as a result of this contract.

21) The applicant and/or employee shall receive the full benefit of any financial assistance available and no other person or organization may receive or collect any percentage or portion of any monies awarded under this contract unless required by law, ie., Income Tax, Canada Pension and Employment Insurance and assessments under the Workplace Health, Safety and Compensation Act.

22) Nothing in this Agreement shall be deemed to authorize the employer to contract for or incur any obligation on behalf of the Province.

23) The employer shall be solely responsible for and shall hold the Province free from any and all losses, including economic loss, expenses, damages, demands and claims arising out of or in connection with injuries (including death) or damages to any and all persons whether employee or others and to property in any way sustained or alleged to have been sustained in connection with or by reason of the performance of the employment.

24) The management, supervision, and direction of the employee is the sole and exclusive responsibility of the employer. Nothing in this Agreement shall be construed to appoint the employer or the employee as a servant or agent of the Province.

25) The employer shall obtain, prior to the commencement of employment, all permits, licenses, consents and other authorizations that are deemed necessary to permit the carrying out of the employment.

26) Employers must provide employee start/finish dates and hire employee(s) within 21 days, unless otherwise approved by the Province. Employment prior to June 23, 2008 is not permitted. Subsidy will not be provided beyond September 7, 2008. Failure to comply may lead to the termination of the Agreement.

27) Interruptions of employment may be permitted with prior written approval from the Province.

28) No change of employees hired under this Agreement shall be permitted without approval from the Province.

29) Notwithstanding the dates on the front of this Application/Agreement the project can operate the approved number of weeks between June 23, 2008 through to September 7, 2008.

30) The employer and employee may be required, upon completion of the subsidized period or at various stages in its progress, to participate in an evaluation of the program.

Legislation, Laws and Provincial Requirements

31) The employer must comply with the provisions of the Canadian Charter of Rights and Freedoms, Newfoundland Human Rights Code, Newfoundland Labour Standards Act, Apprenticeship and Certification Act and with all other applicable federal and provincial legislation.

32) This Agreement shall be governed by the laws of Newfoundland and Labrador.

JOB/POSITION DESCRIPTION

Use this form to provide details on the job/position(s) and attach it to your wage subsidy application.

Job/Position Title: _____

Duties: _____

List any specific requirements related to the job/position i.e. driver's license, special certification(s), certificate of conduct, required skills.

Hourly Rate of Pay \$ _____ # Hours Per Week _____ Requested # of Weeks _____
Hours of Work: (Monday-Friday / Weekends / Shift Work / Time i.e. 9-5; 8-4; etc.)

If you are applying for NL Works please use a ✓ to indicate which component you are applying for and include the number of weeks you are requesting under the component.

Long Term Component _____ Number of Weeks _____
Seasonal Component _____ Number of Weeks _____

Job/Position Title: _____

Duties: _____

List any specific requirements related to the job/position i.e. driver's license, special certification(s), certificate of conduct, required skills.

Hourly Rate of Pay \$ _____ # Hours Per Week _____ Requested # of Weeks _____
Hours of Work: (Monday-Friday / Weekends / Shift Work / Time i.e. 9-5; 8-4; etc.)

If you are applying for NL Works please use a ✓ to indicate which component you are applying for and include the number of weeks you are requesting under the component.

Long Term Component _____ Number of Weeks _____
Seasonal Component _____ Number of Weeks _____