

# Canada-Saskatchewan Agreement on Labour Market Development

This Agreement made this 6th day of February, 1998.

BETWEEN THE GOVERNMENT OF CANADA (herein referred to as "Canada"), as represented by the Minister of Human Resources Development and the Canada Employment Insurance Commission

AND THE GOVERNMENT OF SASKATCHEWAN (Saskatchewan), as represented by the Minister of Post-Secondary Education and Skills Training.

## Recitals

Whereas Saskatchewan has recently developed the *Saskatchewan Training Strategy: Bridges to Employment* to direct the creation of a coherent, effective and sustainable training system for the province which will increase and facilitate access to services, and to strengthen and enhance linkages between the Saskatchewan labour market, skills development and career and employment services;

Whereas Canada and Saskatchewan recognize the importance of skills development and its link to employment and enhanced economic and social development;

Whereas Canada and Saskatchewan give the highest priority to the integration of the unemployed into the workforce and are committed to providing high quality, effective and efficient labour market development programs and services to the people of Saskatchewan;

Whereas Canada and Saskatchewan agree on the importance of achieving, measuring, monitoring, assessing and evaluating results of programs and services that develop the skills and provide the opportunities required to help unemployed and under employed people of Saskatchewan get and keep jobs;

Whereas Canada and Saskatchewan recognize that each government exercises responsibilities in the area of labour market development, and seek to clarify roles and responsibilities in ways that improve the quality and accountability of government services to the public;

Whereas Canada and Saskatchewan recognize there are clients who may not be eligible for financial assistance under the Employment Insurance Act and who have labour market development needs, and Canada and Saskatchewan agree to explore the potential for better coordination of programs overall;

Whereas Canada and Saskatchewan recognize the value in coordinating local, provincial and national labour market and labour exchange information;

Whereas nothing in this Agreement shall abrogate or derogate from existing Aboriginal and Treaty rights of the Aboriginal peoples of Canada;

Whereas Canada acknowledges that labour market training greatly enhances the mobility and employability of workers and is an area of provincial responsibility;

Whereas Canada's Minister of Human Resources Development presented to all provinces on May 30, 1996 a proposal on labour market development;

Whereas in keeping with provincial economic and social policy objectives, Saskatchewan desires at this time to enter into an agreement with Canada with respect to the May 30, 1996 proposal, based on the advancement of a skilled workforce relevant to Saskatchewan's labour market, enhanced access and support for all Saskatchewan residents, and the creation of a coherent, effective and sustainable delivery system;

Whereas section 63 of the Employment Insurance Act authorizes the Canada Employment Insurance Commission, with the approval of Canada's Minister of Human Resources Development, to enter into an agreement with Saskatchewan to provide for the payment of contributions towards:

- a. the costs of provincial programs provided by Saskatchewan that are similar to employment benefits and support measures under Part II of that Act and consistent with the purpose and guidelines of Part II of that Act; and
- b. the administration costs that Saskatchewan incurs in providing those provincial programs;

Whereas the provincial programs described in Annex 1 entitled "Framework of Provincial Programs" to be provided in accordance with this Agreement, as amended from time to time with the agreement of Canada, are, or will be, similar to the employment benefits and support measures established by the Commission under Part II of the Employment Insurance Act, and consistent with the purpose and guidelines of Part II of that Act;

Whereas Canada's Minister of Human Resources Development has approved the entering into, by the Commission, of an agreement with Saskatchewan to make contributions towards the costs of providing those provincial programs and the associated administration costs;

Whereas with respect to the desire of Saskatchewan to carry out on behalf of the Canada Employment Insurance Commission certain functions of the National Employment Service, the Commission may, under section 31(3) of the Department of Human Resources Development Act, authorize any person or body to exercise functions of the Commission;

Whereas with respect to other areas of cooperation between Canada and Saskatchewan covered by this Agreement, Canada's Minister is authorized to enter into this Agreement under section 20 of Canada's Department of Human Resources Development Act;

Whereas pursuant to subsection 4(2) of The Federal-Provincial Agreements Act SS F-13 the financial arrangements of this Agreement have been approved by the Minister of Finance and the terms of this Agreement have been approved by the Lieutenant Governor in Council;

Whereas Saskatchewan's Minister of Post-Secondary Education and Skills Training (hereafter "PSEST") is authorized to enter into this Agreement on behalf of Saskatchewan by Order In Council No. 50 /1998 made under sections 3,4 and 5 of The Federal-Provincial Agreements Act SS F-13;

NOW, THEREFORE, the parties do hereby mutually agree as follows:

## **1.0 Purpose and Scope of this Agreement**

**1.1** The purpose of this agreement is to implement, within the scope of Part II of the Employment Insurance Act and in a manner complementary to the *Saskatchewan Training Strategy: Bridges to Employment*, new arrangements in the area of labour market development that will enable Saskatchewan to assume an expanded role in the design and delivery of employment programs and services in Saskatchewan.

**1.2** Canada retains responsibility for the delivery of insurance benefits under Part I of the Employment Insurance Act, and for the national aspects of labour market development such as, but not limited to, activities responding to national emergencies, the promotion and support of national sectoral councils, the operation of the national labour market information and national labour exchange systems, and innovative projects designed to test new approaches to improving the functioning of the labour market in Canada.

## **2.0 Interpretation**

2.1 In this Agreement, unless the context requires otherwise,

"**Act**" refers to the Employment Insurance Act, S.C. 1996, c.23;

"**active EI claimant**", means an individual for whom an employment insurance benefit period is established under the Act;

"**administration costs**" refers to the costs of administration incurred by Saskatchewan in providing the provincial programs;

"**annual Annex**" means the annual Annex referred to in section 6.5 (b);

"**annual report**" means the annual report outlined in section 16.1;

"**annual plan**" means the annual plan outlined in section 3.4;

**"clients"** means the employed, the unemployed and the underemployed, and includes such groups as apprentices, older workers, youth, social assistance recipients, and persons who are members of underrepresented groups in the labour market (people with disabilities, Aboriginal people, visible minorities);

**"Commission"** means the Canada Employment Insurance Commission;

**"costs of the provincial programs"** means the costs of financial assistance or other payments provided by Saskatchewan under provincial programs to persons and organizations that are eligible for assistance under those programs. In the case of provincial programs similar to employment benefits established under section 59 of the Act, the costs are limited to:

- a. the costs of financial assistance provided under the provincial programs of Saskatchewan directly to EI clients, and
- b. the costs of financial assistance or other payments provided by Saskatchewan under the provincial programs to persons or organizations as reimbursement for costs incurred by them, or as payment for services rendered by them, in relation to the provision of assistance to EI clients.

In the case of provincial programs that are similar to the support measures established by the Commission under subsection 60(4) of the Act, access to assistance provided under those programs is not restricted to EI clients and, it is understood, therefore, that the costs of those provincial programs that are eligible for reimbursement under this Agreement are not restricted to costs incurred only in relation to the provision of assistance to EI clients;

**"designated officials"** means the officials designated by the parties under section 6.6;

**"EI client"** means an insured person who, when requesting the assistance under a provincial program, is an unemployed person:

- a. for whom a benefit period is established under the Act or whose benefit period has ended within the previous 36 months; or
- b. for whom a benefit period has been established in the previous 60 months and who:
  - i. was paid special benefits under section 22 or 23 of the Act during the benefit period,
  - ii. subsequently withdrew from active participation in the labour force to care for one or more of their new-born children or one or more children placed with them for the purpose of adoption, and
  - iii. is seeking to re-enter the labour force.

**"employment benefits"** is a term used in the Act to refer specific types of employment programs that the Commission has established under section 59 of

the Act. The term "**benefits**" is used in section 63 of the Act in reference to provincial programs that are eligible for funding by the Commission provided they are similar to the Commission's employment benefits and are consistent with the purpose and guidelines of Part II of the Act;

"**fiscal year**" means the period from April 1 of a calendar year to March 31 of the following calendar year;

"**Management Committee**" means the committee established under section 6.0;

"**mutual client**" means an individual who is an EI client and who is an applicant for, or in receipt of, assistance under a provincial program such as Youth Futures, disability benefits, or income assistance;

"**National Employment Service**" (NES) means a service maintained by the Canada Employment Insurance Commission under sections 60(1) and (2) of the Employment Insurance Act for the purpose of providing information to assist workers to find suitable employment and employers find suitable workers;

"**provincial programs**" means the programs referred to in section 3.0 and described in Annex 1, as amended from time to time;

"**support measures**" is a term used in the Employment Insurance Act to refer to employment programs that the Canada Employment Insurance Commission has established under subsection 60(4) of the Act. The term "measures" is used in section 63 of the Act in reference to provincial programs that are eligible for funding by the Commission provided they are similar to support measures established by the Commission and consistent with the purpose and guidelines of Part II of the Act;

"**Transition Period**" means the period between the date of signing of this Agreement and the date on which the transfer of employees of Canada to Saskatchewan under section 12 is completed.

### **3.0 Provincial Programs**

**3.1** Saskatchewan will provide the provincial programs described in the [Annex 1](#) to this Agreement, which, the Commission is satisfied, are similar to employment benefits and support measures established by the Commission and consistent with the purpose and guidelines of Part II of the Act.

**3.2** Saskatchewan will begin providing the provincial programs on April 1, 1998 or at such later date agreed to by both parties.

**3.3** Subject to Section 3.4, Saskatchewan agrees to provide to Canada on or before each January 1 a plan (the annual plan) which describes:

- a. the labour market issues which Saskatchewan intends to address during the next three year fiscal period;
- b. the array of provincial programs to be offered during the coming fiscal year;
- c. the projected allocation of funds for expenditures for each provincial program for the coming fiscal year; and,
- d. the expected annual result targets for Provincial Programs.

**3.4** For fiscal year 1998-99, Saskatchewan shall provide its annual plan as soon as possible after the signing of this Agreement.

**3.5** Saskatchewan may make ongoing modifications to the design of its provincial programs and may add new provincial programs to ensure responsiveness to client needs, labour market conditions and evaluation findings provided the modified or new provincial programs are similar to the employment benefits and support measures that have been established by the Commission and are consistent with the purpose and the guidelines of Part II of the Act. Any changes to provincial programs will be tabled with the Management Committee for its review. Such additions and modifications will be set out in amendments to [Annex 1](#).

**3.6** Where any question arises as to whether any new or modified provincial program is similar to the employment benefits and support measures established by the Commission or consistent in relation to the guidelines and purpose of Part II, it shall be referred to the designated officials for determination.

**3.7** Saskatchewan shall not require any minimum period of residency in Saskatchewan on the part of an individual as a condition of access by that individual to assistance under a provincial program supported by Canada under this Agreement.

**3.8** Saskatchewan will serve EI clients based on the targets set by the Management Committee under this Agreement. At least 65% of EI clients who access provincial programs will be active EI claimants.

**3.9** To facilitate the coordination of the provision of assistance to active EI claimants by Saskatchewan under its provincial programs and services, with the payment by Canada of insurance benefits to those EI claimants by virtue of section 25 of Part I of the Act, the Commission, pursuant to subsection 31(3) of Canada's Department of Human Resources Development Act, hereby authorizes the Minister of Post-Secondary Education and Skills Training to exercise the Commission's power to designate authorities in Saskatchewan who may, for the purposes of section 25 of the Act, refer active EI claimants to:

- a. courses or programs of instruction or training which the claimant is attending at his or her own expense under provincial programs; or

- b. any other employment activity for which assistance has been provided for the claimant under provincial programs similar to the Commission's Job Creation Partnerships and Self-Employment employment benefits.

**3.10** Saskatchewan shall give 30 days advance notice to Canada of its intention to designate a referral authority for the purposes of section 25 of the Act in order that Canada may make necessary administrative arrangements with the referral authority to ensure timely and proper payment of insurance benefits to referred active EI claimants under section 25 of the Act.

**3.11** Authorities designated by Saskatchewan may include staff of the Department of Post-Secondary Education and Skills Training and of other departments of the Government of Saskatchewan, as well as third parties in Saskatchewan.

## **4.0 Delegation of Authority to Saskatchewan with respect to Certain National Employment Service Functions**

**4.1** Saskatchewan's Department of Post-Secondary Education and Skills Training is hereby authorized to carry out on behalf of the Commission, the functions of the National Employment Service (NES) described in [Annex 2](#) of this Agreement entitled "National Employment Service Functions".

**4.2** Canada and Saskatchewan agree that labour market planning and information product development are central to meeting labour market development objectives, strategies and priorities.

Therefore, Canada and Saskatchewan agree to build upon the work undertaken within the Canada-Saskatchewan Strategic Initiatives Agreement. Both parties agree to collaborate in establishing effective links between the parties to facilitate and coordinate the operation of their local, regional, provincial, and national labour market exchange systems, sectoral activities and the production and dissemination of local, sectoral, provincial, and national labour market information.

**4.3** Saskatchewan agrees to give priority access to the screening and counselling functions of the National Employment Service to active EI claimants.

## **5.0 Service to Clients**

**5.1** The parties agree that in the administration of the provincial programs and in carrying out the functions of the National Employment Service, Saskatchewan will be guided by the following principles respecting service to clients:

- a. provide convenient access to provincial programs and services;
- b. provide courteous, empathetic and timely service;

- c. provide flexible and innovative approaches to labour market and community needs;
- d. optimize individual potential and human dignity; and
- e. achieve measurable results within a well-defined framework of accountability.

**5.2** Saskatchewan will ensure that availability of assistance under its provincial programs and with respect to the functions of the National Employment Service for which it is assuming responsibility is in either official language where there is significant demand for assistance in that language. In those areas where there is significant demand, Saskatchewan will also actively offer its services in either official language.

**5.3** In determining areas of Saskatchewan where, for the purposes of section 5.2, there would be considered to be a "significant demand", Saskatchewan will use as a guideline the criteria for determining what constitutes "significant demand" for communications with, and services from, an office of a federal institution as set out in the Official Languages Regulations made pursuant to Canada's Official Languages Act.

**5.4** Saskatchewan will consult with representatives of the Francophone community in Saskatchewan on the provision of French-language labour market development programs and services under this agreement.

## **6.0 Management Arrangements**

### *Establishment of a Management Committee*

**6.1** Canada and Saskatchewan agree to establish a Management Committee to oversee the implementation and the effective administration and management of this Agreement.

**6.2** The Management Committee will be composed of an equal number of representatives of Canada and Saskatchewan. It will be co-chaired by the Regional Executive Head for HRDC, Saskatchewan, or his/her designate, and the Deputy Minister of Post-Secondary Education and Skills Training, or his/her designate. Other members may be appointed by each co-chair, as appropriate.

**6.3** Decisions of the Management Committee will be by consensus. If consensus cannot be reached, then the issue(s) will be referred to the Minister of Human Resources Development and the Saskatchewan Minister of Post-Secondary Education and Skills Training.

**6.4** Whenever possible, Canada and Saskatchewan will provide each other with advance notice of any legislative or regulatory proposal that could have implications on the other party. Annual results targets and service levels of



provincial programs for EI clients will reflect any changes to federal legislation or regulations related to this Agreement.

### *Responsibilities of the Management Committee*

**6.5** The Management Committee will meet as required and be responsible for:

- a. establishing an Implementation Secretariat to address implementation issues during the Transition Period including:
  - i. the completion of an inventory of assets in accordance with section 15,
  - ii. the establishment of mechanisms and other committees as may be required to ensure a smooth transition from Canada's delivery of employment benefits and support measures to the delivery of the provincial programs by Saskatchewan;
- b. overseeing the development of, and approving an annual Annex to the Agreement which shall set out:
  - i. the agreed annual results targets for the coming fiscal year;
  - ii. the three-year projection of Canada's annual allocations for contributions towards the costs of provincial programs;
  - iii. the actual amount of Canada's contribution toward the costs of provincial programs in the coming year as determined pursuant to section 13.0 (Financial Arrangements);
- c. overseeing evaluation responsibilities outlined in section 9.0, and approving an evaluation framework;
- d. reviewing and providing direction to resolve issues arising from the implementation and management of this Agreement, and from the evaluation of provincial programs supported under this Agreement;
- e. reviewing the annual report;
- f. reviewing Saskatchewan's annual plan;
- g. carrying out the powers, duties and functions of the Management Committee specified elsewhere in this Agreement or such additional powers, duties, functions as designated officials may assign to it under section 6.6 to accomplish the objectives of this Agreement;
- h. in accordance with section 11.0, developing measures for detecting and controlling abuse and determining how and by whom these measures should be carried out; and
- i. establishing other planning mechanisms and other committees as may be required to assist in the effective implementation of this Agreement.

### *Designated Officials*

**6.6** For the purposes of this Agreement, the Regional Executive Head for HRDC, Saskatchewan is the designated official of Canada, and the Deputy Minister of Post-Secondary Education and Skills Training is the designated official for Saskatchewan.

**6.7** The designated officials will assign responsibilities to the Management Committee, approve the implementation framework and resolve issues of the Management Committee.

## **7.0 Delivery Arrangements**

**7.1** The provincial programs and the delegated functions of the National Employment Service, will be provided by Saskatchewan through its Department of Post-Secondary Education and Skills Training, at delivery sites identified to the public as Canada/Saskatchewan Career and Employment Centres, as described in [Annex 3](#).

**7.2** Saskatchewan will carry out a site-by-site review of the existing service delivery points as soon as possible after signing this agreement in order to determine the service delivery arrangements described in [Annex 3](#).

## **8.0 Expected Results of Provincial Programs**

**8.1** Canada and Saskatchewan agree to use the following primary indicators for measuring the results of the provincial programs supported under this Agreement:

- a. active EI claimants as a percentage of total EI clients including reachback clients who access provincial programs and services;
- b. returns to employment/self-employment of EI clients, with an emphasis on active EI claimants;
- c. savings to the Employment Insurance Account.

**8.2** Canada and Saskatchewan also intend to develop additional indicators to measure the results of Saskatchewan's provincial programs. These indicators could include some or all of the following:

- a. costs of clients becoming employed, self-employed, or self-sufficient, by intervention, by level of need;
- b. participation in provincial programs and services by all clients, including Metis Nations, First Nations, visible minorities, people with disabilities, women (in non-traditional occupations), youth, single parents with dependant children, and social assistance recipients;
- c. sustained employment or self-employment by clients of provincial programs and services, including by Metis Nations, First Nations, visible minorities, people with disabilities, women (in non-traditional programming), youth, single parents with dependant children, and social assistance recipient participants; and
- d. long-term savings to provincial social assistance funds and to the Employment Insurance Account.

**8.3** Establishing Result Targets:

Canada and Saskatchewan shall establish on an annual basis result targets, on the basis of, among other things, historical data, socio-economic and labour market context, local or regional priorities, the characteristics or requirements of clients, and the funds available for provincial programs. These targets shall be agreed to between the parties and shall be part of the Annual Annex.

**8.4** Canada and Saskatchewan agree that for each year, the result targets shall be those set out in an annual Annex signed by the designated officials under this Agreement. For the fiscal year 1998-99 however, the result targets shall be those set out in [Annex 4](#) to this Agreement entitled "Accountability, Result Measurements and Result Targets for 1998-99".

**8.5** The measurement of the primary indicators will be based on a methodology established by Canada in order that Canada can establish the national results levels for reporting to Parliament. Canada agrees that the methodology and results will be transparent and open to verification by Saskatchewan.

## **9.0 Evaluation**

**9.1** Canada and Saskatchewan recognize the importance of evaluating the provincial programs supported under this Agreement in order to determine their impacts and outcomes for EI clients (relative to the objectives of the Agreement). Accordingly, Canada and Saskatchewan agree to jointly develop an evaluation framework and subsequently carry out evaluations which adhere to recognized program evaluation practices. A formative evaluation will be conducted at the end of the first year of implementation of the provincial programs and services supported under this Agreement, and the summative evaluation will be conducted in the third year of implementation. Subsequent evaluations will be conducted regularly, on a three- to-five-year basis.

[Annex 5](#) provides definitions of these two types of evaluation.

**9.2** The designated officials will establish a Joint Evaluation Committee to support and oversee the evaluations of the programs under this Agreement.

**9.3** The Joint Evaluation Committee will oversee the development of an evaluation framework that provides for formative and summative evaluations for determining short and longer-term impacts and effects. It will recommend the acceptance of the evaluation framework, facilitate evaluations according to the plan laid out in the framework, recommend third party evaluation contracts, and review and recommend to designated officials the acceptance of evaluation reports. Canada and Saskatchewan further agree that the designated officials are to review and approve the evaluation framework and funding requirements proposed by the Joint Evaluation Committee.

**9.4** Recognizing that both parties may also choose to conduct independent evaluations beyond the agreed upon framework at their own cost in line with their respective interests, Canada and Saskatchewan agree to make existing information available to each other for this purpose and to share, any findings, subject to any legislative restrictions on the disclosure of such information, produced by evaluations relevant to programs and services within this agreement. Where the parties choose to conduct independent evaluations, Canada and Saskatchewan also agree to share information on their plans in order to minimize overlap and duplication.

## **10.0 Information and Data Sharing**

**10.1** For the purposes of implementing this Agreement, subject to Canada's Privacy Act, and Saskatchewan's The Freedom of Information and Protection of Privacy Act and any other applicable law, Canada and Saskatchewan agree to exchange information in accordance with the arrangements specified in Annex 6 to this agreement entitled "Information and Data Sharing Arrangements".

**10.2** Canada agrees to assume connectivity costs to existing federal systems for the federal employees transferred to Saskatchewan and for fifty percent (50%) of other Saskatchewan employees involved in the delivery of provincial programs to EI clients.

## **11.0 EI Program Integrity**

As Canada may be providing insurance benefits under Part I of the Act to active EI claimants while they are participating in provincial programs, Canada and Saskatchewan agree to cooperate with each other in developing measures for detecting and controlling abuse, and in determining how and by whom these measures should be carried out.

## **12.0 Human Resources**

**12.1** Saskatchewan agrees to make an irrevocable offer of employment to indeterminate employees of Canada representing not more than 114 full-time equivalents (FTEs), which may include employees on leave of absence without pay who are affected by Saskatchewan's decision to:

- a. expand its role in the design and delivery of labour market development programs through the implementation of its own provincial programs; and
- b. assume responsibility for the delegated functions of the National employment Service.

**12.2** Saskatchewan undertakes that its offer of employment will constitute a Reasonable Job Offer within the meaning of Part VII of Canada's Work Force

Adjustment Directive (WFAD) dated July 16, 1996, a copy of which has been provided to Saskatchewan.

**12.3** Saskatchewan will offer indeterminate employees of Canada permanent status, effective at the time of the transfer. Each transferred employee will be granted an employment guarantee for a period of three years.

**12.4** Canada agrees that every vacant position within Canada's affected employee group at such time as may be agreed upon by the parties in the Employee Transfer Agreement will be included in the calculation of the number of affected employees to whom Saskatchewan will be considered to have made an offer of employment and who will be considered to have accepted the offer.

**12.5** Saskatchewan agrees that details of its offer of employment to transfer federal employees will be set out in an Employee Transfer Agreement, prepared in accordance with the Employee Transfer Proposal Guidelines, a copy of which has been submitted to Saskatchewan. The completed Employee Transfer Proposal will be submitted to Canada within four months following the signing of this Agreement or within such further time as may be agreed to by the parties. This document will form the basis of the Employee Transfer Agreement to be concluded by the parties. Both the Proposal and the Agreement will deal, as a minimum, with those issues enumerated in [Annex 7](#).

**12.6** Taking into account Saskatchewan's identified human resource requirements, in accordance with the program responsibilities outlined in [Annex 1](#) and the additional administrative responsibilities as a result of provisions required to implement this Agreement, Canada and Saskatchewan will develop a process to collaborate on the selection of employees of Canada representing not more than 114 full-time equivalents (FTEs) to whom offers of employment would be made by Saskatchewan.

**12.7** In accordance with [Annex 7](#), Saskatchewan will also enter into discussions with the collective bargaining agent that is currently representing employees of Canada in the context of the development of an Employee Transfer Agreement.

**12.8** The amount of Canada's contribution referred to in section 13.9 of this Agreement towards Saskatchewan's administration costs is contingent on an offer of employment being made to those employees affected by this Agreement, and on the type of employment offer meeting the requirements of a reasonable job offer within the meaning of Part VII of Canada's WFAD.

## **13.0 Financial Arrangements**

**13.1** Canada and Saskatchewan agree that, subject to the financial limitation set out in section 78 of the Employment Insurance Act, the financial arrangements between them shall be as set out in the sections below.

### *Contribution to Costs of Provincial Programs*

**13.2** Subject to sections 13.4 and 13.8, in each of fiscal years 1998-99 to 2001-02, Canada (through the Commission) agrees to make available to Saskatchewan a contribution towards the costs of the provincial programs in those years of an amount to be determined in accordance with the allocation methodology set out in the letter of June 26, 1996 from Canada's Deputy Minister of Human Resources Development to Saskatchewan's Deputy Minister of Post-Secondary Education and Skills Training, attached as Annex 8.

**13.3** The currently projected maximum amount of Canada's contribution towards the costs of the provincial programs for each of those fiscal years is as follows:

fiscal year 1998-1999:	\$36,344,000
fiscal year 1999-2000:	\$37,668,000
fiscal year 2000-2001:	\$37,668,000

Saskatchewan recognizes, however, that given the nature of the allocation methodology, the actual amount of the maximum contribution payable in each fiscal year cannot be ascertained until shortly after January of the immediately preceding fiscal year. Further, the maximum contribution payable could change should the allocation methodology change as a result of a consensus between provinces/territories and Canada. To assist Saskatchewan in planning and budgeting for its provincial programs, Canada undertakes to provide in December of each year, a preliminary estimate of Canada's maximum contribution for the coming fiscal year.

**13.4** Canada agrees that the amount to be allocated by it for a contribution towards the costs of the provincial programs in each of fiscal years 2000-01 and 2001-02 will be not less than \$37,668,000.

**13.5** Saskatchewan will at all times have a three-year financial planning framework. In view of the nature of the allocation model outlined in Annex 8, the actual contribution amounts made available to Saskatchewan for each of the above mentioned fiscal years shall be confirmed shortly after January preceding the affected fiscal year and will vary only in accordance with the model.

**13.6** For each fiscal year after fiscal year 2001-02 during the period of the Agreement, Canada's contribution towards the costs of the provincial programs will be reviewed by the parties. At each annual review, Canada undertakes to provide Saskatchewan with a three-year projection of Canada's annual allocation which is based on current trends that are subject to change. The agreed amount of Canada's contribution towards the costs of the provincial programs for each fiscal year will then be specified in the annual Annex for that fiscal year.

**13.7** Canada agrees to review, within 24 months after signing of this Agreement, the overall level of funding to be made available for all expenditures under Part II of the Act with a view of determining whether the amount of funding should be increased. Canada will base its review, in part, on the results obtained under the labour market development agreements entered into with Saskatchewan and other provinces and territories as a result of the May 30, 1996 proposal on labour market development, attached as Annex 9.

**13.8** Canada also agrees to establish an intergovernmental process aimed at reviewing the current methodology for the allocation of employment insurance funds in support of expenditures under Part II of the Act and at proposing options which put emphasis on matters such as achievement of results and generation of savings to the Employment Insurance Account.

**13.9** If Saskatchewan is unable to commence delivery of its provincial programs on April 1, 1998, the parties agree that Canada will continue to provide its employment benefits and support measures in Saskatchewan until such time as Saskatchewan is ready to commence delivery; provided, however, that the maximum contribution payable by Canada in fiscal year 1998-99 and any subsequent fiscal year to Saskatchewan under section 13.2 towards the costs of its provincial programs shall be reduced by the amount of the financial commitments made by Canada under its employment benefits and support measures that come due in those years.

#### *Contribution Towards Administration Costs*

**13.10** In addition to providing a contribution towards the costs of the provincial programs, Canada (through the Commission) agrees to make a contribution towards the administration costs incurred by Saskatchewan in each fiscal year during the period of the Agreement.

**13.11** The maximum amount of the annual contribution towards Saskatchewan's administration costs shall be an amount determined in accordance with the methodology described in the letter of September 25, 1996 from Canada's Deputy Minister of Human Resources Development to Saskatchewan's Deputy Minister of Post-Secondary Education and Skills Training, as amended by the subsequent revision to the Table appended thereto entitled "Projection of EI-Related Administrative Resources Under New Labour Market Arrangements 1997-98 Onwards", and attached as Annex 10 to this Agreement, subject to an increase in that amount in the circumstances described in sections 13.12 to 13.14.

**13.12** The amount of the maximum contribution for administration costs determined in accordance with section 13.10 may be increased after the termination of various property leases which is expected to occur as a result of reduced accommodation requirements for Canada flowing from the transfer of

HRDC employees to Saskatchewan under the Employee Transfer Agreement referred to in section 12.0.

**13.13** The amount of the maximum contribution for administration costs may also be increased if, after an offer of employment has been made to a transferring employee but prior to the date of the employee's transfer.

- a. the employee's salary is increased as a result of the signature of a new collective agreement or as a result of the signature of an agreement with respect to an equal pay adjustment or the rendering of a final decision on the same question; and
- b. the salary set out in the offer is increased to make it at least equal to the employee's federal salary on the date preceding the transfer of the employee.

The amount of the increase would then correspond to the total amount of any salary increases referred to in paragraph b).

**13.14** If during the first three years of the Agreement, the Treasury Board of Canada makes available to the Department of Human Resources Development additional sums for former federal employees transferred to Saskatchewan under this Agreement, Canada agrees to increase, for those years, the contribution payable to Saskatchewan for administration costs by an amount equal to those sums.

## **14.0 Payment Procedures**

**14.1** Beginning April 1, 1998, or on such later date as agreed by the designated officials, Canada will make advance monthly payments of its annual contribution towards all costs of the provincial programs. The advances will be made on a monthly basis and will be based upon a forecast of monthly cash flow requirements furnished by Saskatchewan. Saskatchewan agrees to update the forecast on a quarterly basis.

**14.2** Canada and Saskatchewan agree that no payment on account of Canada's contribution toward Saskatchewan's administration costs will be made until the transfer of employees referred to in section 12.0 occurs.

## **15.0 Transfer of Assets**

**15.1** Canada and Saskatchewan will develop an "Inventory of Assets" that will be transferred for no consideration to Saskatchewan. The assets to be transferred to Saskatchewan will be related to the extent of labour market development responsibilities assumed by Saskatchewan and the number of Canada's employees transferred to Saskatchewan.



**15.2** The timetable for the transfer of assets will be established by the Management Committee. No transfer will occur prior to the signing of the Employee Transfer Agreement referred to in section 12.0.

## **16.0 Financial Accountability**

**16.1** For the fiscal year 1998-99 and for each fiscal year thereafter during the period of this Agreement, Saskatchewan shall submit to Canada a report containing:

- a. an audited financial statement prepared in accordance with generally accepted accounting principles and practices and in a form prescribed by Canada, and certified by the Provincial Auditor of Saskatchewan, setting out the amount of costs that Saskatchewan actually has incurred in that fiscal year in respect of each provincial program. The audit shall be conducted based upon audit criteria including the degree of materiality established in a letter of engagement agreed to by both parties in consultation with the Provincial Auditor of Saskatchewan and the Auditor General of Canada, and
- b. a statement from the Provincial Auditor of Saskatchewan certifying that all payments received from Canada in the fiscal year on account of Canada's contribution to Saskatchewan's administration costs were paid in respect of administration costs actually incurred in that fiscal year.

**16.2** The report shall be submitted no later than three months after the end of the fiscal year to which it relates.

### **16.3 Quarterly Report:**

Following implementation by Saskatchewan of the provincial programs, Saskatchewan will report, on a quarterly basis, to the Director General, Saskatchewan Region, HRDC on the year-to-date results of the primary indicators.

## **17.0 Overpayment/Lapsing Funds**

**17.1** In the event payments made to Saskatchewan under this Agreement exceed the amount to which Saskatchewan is entitled, the amount of the excess is a debt owing to Canada and shall be repaid to Canada forthwith upon receipt of a notice to repay.

**17.2** Any unutilized funds in a given fiscal year will lapse.

## **18.0 Public Information**

**18.1** Saskatchewan agrees to give public recognition of Canada's role in providing financial assistance under this Agreement to support the provincial programs and services, as set out in [Annex 11](#).

**18.2** Canada and Saskatchewan agree to work jointly to prepare public information material and organize public announcements relating to activities significantly supported by Canada under this Agreement.

**18.3** Each party under this Agreement will be responsible for those costs associated with communication initiatives related to their respective responsibilities. Where there are communication initiatives in support of common interests, costs will be shared.

**18.4** Each party may develop public information initiatives relating to the activities and results covered by this Agreement. Saskatchewan and Canada agree to keep one another informed of such initiatives within a reasonable time frame.

## **19.0 Period of the Agreement**

This Agreement shall be effective from the day of signing and subject to section 20.0, will remain in force for an indefinite period.

## **20.0 Termination**

**20.1** This Agreement cannot be unilaterally terminated during the first three fiscal years. Canada and Saskatchewan agree to review the Agreement after the first two fiscal years to assess if mutually desirable results are being achieved and to determine if they should continue their labour market arrangements under this Agreement.

**20.2** Following the initial three-year period, either Canada or Saskatchewan may terminate this Agreement by giving two (2) years notice in writing of intention to terminate.

**20.3** In the event of termination of this Agreement, Canada and Saskatchewan agree that they will work together to ensure that services to clients will not be unduly affected or interrupted by the termination.

**20.4** In the event that either party wishes to terminate this Agreement by providing the required written notice in writing:

- a. any and all costs attributable to the termination shall be borne by the party terminating the Agreement; and
- b. both parties shall take reasonable steps to reduce the costs attributable to the termination.

**20.5** Canada affirms its continuing responsibility for EI clients should this Agreement be terminated.

## **21.0 Amendment**

**21.1** This Agreement may be amended at any time by the mutual consent of the parties. To be valid, any amendment shall be in writing and signed, in the case of Canada, by Canada's Minister of Human Resources Development and the Commission, and in the case of Saskatchewan, by the Minister of Post-Secondary Education and Skills Training.

**21.2** Notwithstanding section 21.1, an amendment to any Annex to this Agreement may be made by the written agreement of the designated officials of the parties.

## **22.0 Equality of Treatment**

If a province or territory other than Saskatchewan negotiates a Labour Market Development Agreement with Canada, based on Canada's May 30, 1996 proposal outlined in Annex 9, and Saskatchewan determines that any provision of that Agreement is more favourable to that province or territory than what was negotiated with Saskatchewan, Canada agrees, if requested to do so by Saskatchewan, to amend this Agreement in order to afford similar treatment to Saskatchewan.

## **23.0 General**

**23.1** This Agreement, including Annexes 1 to 11, comprises the entire agreement between the parties.

**23.2** No member of the House of Commons shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

This Agreement has been signed on behalf of Canada this   6th   day of   February  , 1998, by:

the Minister of Human Resources Development

\_\_\_\_\_ per: \_\_\_\_\_

Witness Ralph Goodale, Minister of Natural Resources and the Canada  
Employment Insurance Commission

\_\_\_\_\_ per: \_\_\_\_\_

Witness Peter Doyle, Commissioner

\_\_\_\_\_ per: \_\_\_\_\_

Fernand Boudreau, Commissioner

This Agreement has been signed on behalf of Saskatchewan by the Minister of Post-Secondary Education and Skills Training this 6th day of February, 1998.

\_\_\_\_\_  
Witness Minister of Post-Secondary Education and Skills Training

## Annex 1 Framework of Provincial Programs and Services

**Proposed programs and services include:**

<b>Federal Benefit</b>	<b>Provincial Program</b>
<b>Targeted Wage Subsidies:</b> Encourage employers to hire individuals who they would not normally hire in the absence of a subsidy.	<b>Work Placement:</b> Wage subsidies to private sector employers for work experience and work placement that will lead to long-term employment. <b>Job Start/Future Skills:</b> Provides unemployed people with work experience placements (which can include skill development) that lead to permanent employment.
<b>Self-Employment:</b> Helps individuals to create jobs for themselves by starting a business.	Saskatchewan is developing a self-employment program to meet the needs of all clients, including EI clients. It will provide assistance to help clients become self-employed, including mentoring for business plan development and ongoing advice by contract with people experienced in local business development. There will be a flexible range of financial support during the business development phase.
_____	_____

<p>individuals with opportunities through which they can gain work experience which leads to on-going employment.</p>	<p>work placement with a non-private sector employer that will provide work experience and job skills which will lead to long-term employment and/or will help clients gain experience and acquire skills relevant to subsequent employment.</p>
<p><b>Skills, Loans and Grants:</b> Help individuals to obtain skills, ranging from basic to advanced skills through direct assistance to individuals.</p>	<p>The province is in the process of developing a Skills, Loans and Grants program which will be used in conjunction with their Provincial Training Allowance and Canada Student Loans programs to help clients gain skills needed for employment, by providing support to clients to help them access/participate in programs offering short-term skills training and basic education, including employability skills and work experience. (Adult Basic Education / Skill Training / Apprenticeship.)</p>
<p><b>Federal Support Measures</b></p>	<p><b>Provincial Services</b></p>
<p><b>Employment Assistance Services:</b> Assist organizations in the provision of employment services to unemployed persons.</p>	<p><b>Bridging to Employment:</b> Provides a range of programs, services and supports that enable clients to become job ready, such as needs determination, employment counselling, assisted job placement, job search training and provision of labour market information. Programs and services in this area could be delivered by external service providers.</p>
<p><b>Labour Market Partnerships:</b> Encourage and support employers, employee and/or employer associations and communities to improve their capacity for dealing with human resource requirements and implementing labour force adjustments.</p>	<p><b>Sectoral Partnership Fund:</b> Supports industry sectors to work with training institutions and communities of interest to design and implement sectoral human resource planning and development strategies in order to decrease skill mismatches in the labour market.</p> <p><b>Job Development Service:</b> Involves contacting employers to identify job opportunities for clients and working with training institutions, non-governmental organizations, municipalities and the private sector to prepare clients for employment.</p>

**Research and Innovation:** Supports activities which identify better ways of helping persons prepare for or keep employment and be productive participants in the labour force.

Saskatchewan may provide funding to research and innovation projects and activities which identify better ways of helping persons prepare for or keep employment and be productive participants in the labour force.

## Annex 2

### National Employment Service Functions

#### 1.0 Purpose

**1.1** The purpose of this Annex is to set out which National Employment Service (NES) functions Saskatchewan will be responsible for within the context of the EI legislation and this Agreement.

#### 2.0 Information Services

##### 2.1 Career and Labour Market Information

- a. Canada and Saskatchewan agree to the development of a joint labour market information strategy that builds upon the experience of the Canada-Saskatchewan Strategic Initiative projects. The strategy will set out how each party will cooperate (collaborate) in the gathering, analyzing, producing, disseminating and using local, provincial and national labour market information.
- b. Canada will continue to be responsible for the National Labour Market Information Service, including the National Labour Market Information (LMI) System with which it will produce and disseminate the labour market information it needs to exercise its responsibilities recognized under this Agreement and those associated with management of the Employment Insurance Account and with encouraging interprovincial mobility.
- c. Saskatchewan will be responsible for producing the Saskatchewan labour market information needed to assume the responsibilities conferred on it in this Agreement, as well as disseminating, within Saskatchewan, labour market information relating to the implementation of this Agreement, and participating in and maintaining a link with the National Labour Market Information System.
- d. Local, regional, provincial and national career and labour market information may include:
  - i. demographic and labour force profiles and forecasts;
  - ii. occupational profiles and forecasts;

- iii. wage and salary data;
  - iv. conditions of employment;
  - v. industrial/sectoral profiles and forecasts;
  - vi. vacancy and employment opportunities;
  - vii. labour market reviews and trends;
  - viii. occupational demand lists and skill shortages;
  - ix. employer lists;
  - x. major economic project updates;
  - xi. lists of training providers and available courses;
  - xii. work search tools;
  - xiii. career resource planning tools;
  - xiv. community profiles.
- e. In the joint strategy, Canada and Saskatchewan will clarify their respective roles and responsibilities, how partnerships can be encouraged, and ensure complementarity such that there is no unnecessary overlap and duplication.

## **2.2 Labour Exchange Services**

Saskatchewan will gather and disseminate job vacancy information for the purpose of assisting workers to obtain employment and employers to locate suitable workers. Saskatchewan will undertake these responsibilities in a manner which is consistent with the operation of the National Labour Exchange Service.

## **3.0 Targeted Assisted Services**

### **3.1 Assessment, Selection and Referral**

Saskatchewan will assess client needs (including testing), select clients based on needs determination, and refer clients to provincial programs and services or community based resources. Client selection criteria will be developed by Saskatchewan.

### **3.2 Counselling and Career Planning**

Saskatchewan will provide specialized counselling and career planning services for selected clients to assist them in career decision making, skill enhancement, job search, and/or job maintenance.

## **4.0 Labour Market Support Services**

Saskatchewan will provide labour adjustment and human resource planning services through provincial programs. Labour adjustment services will assist employers, workers, industries, and communities, in situations of business closures, business expansions, and business changes. Employers will be assisted with human resource planning. Cooperation will be sought with other provinces,

Human Resources Development Canada, and national sector councils to deal with business change in national companies.

## Annex 3

### Delivery Arrangements

#### **1.0 Purpose**

**1.1** The purpose of this Annex to the Canada-Saskatchewan Agreement on Labour Market Development is to describe the service delivery network for provincial programs and services as outlined in Annex 1 and for the designated National Employment Services functions as outlined in Annex 2.

#### **2.0 Service Delivery Approach**

**2.1** Canada and Saskatchewan agree that all current service delivery locations of both parties will be maintained in each community until a review of service delivery sites has been completed.

**2.2** Canada and Saskatchewan agree that decisions regarding the selection of service delivery sites within communities should give consideration to factors such as:

- i. labour market regions;
- ii. historical/traditional catchment areas;
- iii. cost effectiveness;
- iv. accessibility; and,
- v. visibility to meet client needs.

**2.3** Provincial programs and services will be delivered to the public at offices known as Canada-Saskatchewan Career and Employment Centres.

#### **3.0 Service Delivery Arrangements**

**3.1** In communities where both Canada and Saskatchewan currently maintain offices, a review will be done on a site-by-site basis to determine the feasibility and timing of integrating the provincial programs and services described within this Agreement. The following communities will be considered under this provision:

- Moose Jaw
- Prince Albert
- Regina
- Saskatoon



**3.2** In communities where either Canada or Saskatchewan currently maintain offices, arrangements will be concluded during the transition period to ensure client access (including EI clients) to provincial labour market programs and services. The following communities will be considered under this provision:

- Bigger
- Humboldt
- La Ronge
- Lloydminster
- Melfort
- Melville
- Nipawin
- North Battleford
- Swift Current
- Weyburn
- Yorkton

**3.3** In communities where neither Canada nor Saskatchewan maintain offices or staff, consideration may be given to provision of program and service information via access to technology or through contracts with community-based organizations.

## Annex 4

### Accountability, Result Measurements and Result Targets for 1998-99

#### **1.0 Purpose**

**1.1** The purpose of this Annex is to set out the parties' mutual understanding of, and agreements on, result measurements to be used, the target setting process, and results reporting for the period of 1998-99.

#### **2.0 Expected Results of Provincial Programs**

**2.1** Canada and Saskatchewan agree to use the following primary indicators for measuring the results of the provincial programs supported under this Agreement:

- a. active EI claimants as a percentage of total EI clients including reachback clients who access provincial programs and services;
- b. returns to employment/self-employment of EI clients, with an emphasis on active EI claimants;
- c. savings to the Employment Insurance Account.

**2.2** Canada and Saskatchewan also intend to develop additional indicators to measure the results of Saskatchewan's provincial programs. These indicators could include some or all of the following:

- a. cost of clients becoming employed, self-employed, or self-sufficient, by intervention, by level of need;
- b. participation in provincial programs and services by all clients, including Metis Nations, First Nations, visible minorities, people with disabilities, women (in non-traditional occupations), youth, single parents with dependent children, and social assistance recipients;
- c. sustained employment or self-employment by clients of provincial programs and services, including by Metis Nations, First Nations, visible minorities, people with disabilities, women (in non-traditional programming), youth, single parents with dependent children and social assistance recipient participants; and
- d. long-term savings to provincial social assistance funds and to the Employment Insurance Account.

### **3.0 Targets, Target-Setting and Measurement Methodology**

**3.1** Within this framework, Canada and Saskatchewan will jointly establish in advance of each fiscal year during the period of the Agreement, beginning fiscal year 1998-99, mutually agreed result targets for the coming fiscal year for the primary indicators 2.1 (a), (b), (c) which will be stipulated in this Annual Annex, as set out below. The targets will be established with consideration to the factors outlined in Section 8.1. Targets may require adjustment during 1998-99 and experience gained will allow for more precise targets in the subsequent years.

#### *Priority Active Employment Insurance Claimant Access*

At least 65% of EI clients who access Saskatchewan's provincial programs and services will be active Employment Insurance claimants.

#### *EI Clients Returned to Work*

At least 4,332 EI clients will return to employment or self-employment in 1998-99 after being referred to Saskatchewan's provincial programs and services. The count includes those returning to work during their benefit entitlement period and those returning to work after their benefit entitlement period.

#### *Savings to the Employment Insurance Account*

There will be savings to the Employment Insurance Account of at least \$19.952 million for 1998-99. In determining the target, Canada and Saskatchewan will take into consideration the time between client applications for Part I benefits and notification to Saskatchewan (of the applications). On an individual basis,

calculation of a saving to the Employment Insurance Account is the difference between the individual's entitlement to regular benefits and the actual pay out of regular Part I benefits (unpaid entitlements).

**3.2** Canada and Saskatchewan agree that the measurement methodology for the additional indicators outlined in 2.2 will be developed by the Joint Evaluation Committee for approval by the designated officials. The measurement methodology for longer-term savings to the Employment Insurance Account will be developed by Canada, and the Joint Evaluation Committee will recommend on this methodology to the designated officials.

## **4.0 Reporting of Results**

**4.1** Canada and Saskatchewan agree that the primary indicators 2.1 (a), (b), (c) described above will be tracked and reported on as follows:

- a. On a quarterly basis, Saskatchewan will report to the Regional Executive Head, Saskatchewan Region HRDC, on the Year-to-Date (YTD) results achieved.
- b. The following represents the reporting requirements for the indicators:
  - i. Percentage of EI clients involved in provincial programs and services who are active Employment Insurance claimants;
  - ii. Number of EI clients and the number of active Employment Insurance claimants who are employed or self-employed, broken down by provincial programs or services. EI clients are considered as employed if they:
    - a. have drawn 25% or less of their Employment Insurance entitlement for twelve consecutive weeks (applies to active Employment Insurance claimants who return to employment twelve weeks or more before the end of their benefit period); or,
    - b. draw 25% or less of their Employment Insurance entitlement in all their remaining weeks on benefits (applies to active Employment Insurance claimants who return to employment less than twelve weeks before the end of their benefit period);
    - c. are recorded as employed at the completion of their intervention(s) (applies to insured participants who return to employment after the end of their benefit period or who were not active Employment Insurance claimants); or
    - d. are employed when contacted twelve weeks after the completion of their intervention(s) (applies to EI clients who return to employment after the end of their benefit period or who were not active Employment Insurance claimants).

- iii. Year-to-Date savings to the Employment Insurance account as a result of active Employment Insurance claimants becoming employed before making a full draw on their insurance entitlement (Part I insurance benefit entitlement minus actual Part I pay out).

4.2 On an annual basis, Canada is required to report to Parliament in accordance with requirements of the Employment Insurance Act. This report, will include the results as reported by Saskatchewan in accordance with section 4.1 of this Annex.

## Annex 5

### Evaluation Definitions: Formative and Summative Evaluation

#### 1.0 Purpose

The purpose of this Annex is to set out the parties' mutual understanding of, and agreements on the definitions of formative and summative evaluation, pursuant to Section 9.1 of this Agreement.

#### 2.0 Formative Evaluation

##### *Intended Audience*

Agreement partners.

##### *Evaluative Process*

This evaluation will provide a snapshot of some of the early experiences and basic outcomes for clients, as well as information on implementation and program design and delivery. It will:

- a.
- b. which may be used by program managers and others to improve and enhance the design and delivery of the program before problems become entrenched in the program;
- c. indicate what needs to be done with respect to information gaps;
- d. demonstrate how well the program is working; and,
- e. provide early warning signs if expectations are not being met.

##### *Methodology*

To be determined jointly by the Joint Evaluation Committee.

#### 3.0 Summative Evaluation

### *Intended Audience*

Agreement partners, external agencies and the general public.

### *Evaluation Process*

Although the focus will be on impacts/outcomes it may include, but is not limited to, assessment of context and process. It will:

- a. by focusing on the longer-term impacts of the interventions, measure the outcomes, impacts, and cost-effectiveness of the interventions; and,
- b. provide an assessment of the program's impacts on clients by answering the key questions:
  - i. Have the programs and services produced impacts on individuals and communities which are attributable to the intervention itself (incremental impacts)?
  - ii. Have the desired outcomes/objectives of programs and services for clients, as defined in the agreement, been met?

### *Methodology*

To be determined jointly by the Joint Evaluation Committee.

## Annex 6 Arrangements for the Exchange of Information and Data

### **1.0 Purpose**

**1.1** The purpose of this Annex to the Canada-Saskatchewan Labour Market Development Agreement is to provide for the exchange of information between the parties for the effective implementation of the Agreement, given that:

- a. Saskatchewan needs timely and reliable information from Canada on active EI claimants and other insured participants for the purpose of establishing their eligibility for assistance under Saskatchewan programs supported under the Agreement; effective case management; planning, evaluating and accountability; the detection of potential cases of false declaration, misrepresentation and fraud; and for meeting the targets established in Annex 4; and,
- b. Canada also needs timely and reliable information from Saskatchewan on active EI claimants and other insured participants who are receiving assistance under programs supported by this Agreement provided by Saskatchewan for purposes of verifying their eligibility for, or entitlement

to, insurance benefits under Part I of the Employment Insurance Act and for the monitoring, assessment and evaluation of the effectiveness of the assistance which the Commission is required to do under section 3 of the Act, and, for evaluating the results of Provincial programs supported under the Agreement, as required under section 57 of the Act.

## **2.0 Authority to Disclose Information**

**2.1** With respect to the information needed by Saskatchewan from Canada to establish the eligibility of active EI claimants and other insured participants for the purpose of establishing their eligibility for assistance under the provincial programs supported under the Agreement, Canada's Minister of Human Resources Development has considered it advisable under section 127 of the Employment Insurance Act and 8(2)(f), along with 8(2)(j) of Canada's Privacy Act to make the information described in this Annex available to Saskatchewan for that purpose and, accordingly, Canada confirms that it is authorized under these sections to provide such information to Saskatchewan.

**2.2** Similarly, Saskatchewan will obtain authorization to disclose to Canada the information in this Annex.

## **3.0 Information to be Exchanged**

**3.1** Upon request on a per client basis, Canada will provide Saskatchewan the following information to determine the eligibility of the individual for assistance under Saskatchewan programs supported under the Agreement, determining and assessing employment needs, determining the appropriate type of assistance to be provided and determining the amount of financial assistance that may be required, determining case management requirements and carrying out the delegated functions of the National Employment Service:

- i. name;
- ii. social insurance number;
- iii. address;
- iv. date of birth
- v. benefit period commencement;
- vi. date of renewal application;
- vii. claim type;
- viii. claim status;
- ix. weekly benefit rate;
- x. number of insured weeks or hours;
- xi. claim termination and date;
- xii. entitlement weeks;
- xiii. number of weeks paid; and,
- xiv. other personal information as mutually agreed upon between the parties that is needed to determine client eligibility, level of service or benefit, or

for the design and the evaluation of the programs and services supported under the Agreement.

**3.2** Saskatchewan will provide Canada with the following information from the file of each participant in the Saskatchewan programs supported under the Agreement to ensure the participant who is an active EI claimant continues to receive the Employment Insurance benefits to which they are entitled:

- i. name;
- ii. social insurance number;
- iii. address;
- iv. date of birth
- v. name of the program in which the individual is involved;
- vi. start and end dates of the program;
- vii. withdrawal from or termination date of the program; and,
- viii. other information to be determined and mutually agreed upon between parties as required for the purposes outlined in this clause.

**3.3** Saskatchewan will provide to Canada upon request, on a per-client basis, information for use by Canada in monitoring, assessing and evaluating the effectiveness of the assistance provided under the Agreement, in order to meet Canada's legislative requirements under section 3 of the Employment Insurance Act and for evaluating the results of the provincial programs supported under the Agreement, as required under section 57 of the Act:

- i. name;
- ii. social insurance number
- iii. address;
- iv. date of birth
- v. gender (where available as self-identified information);
- vi. family type (where available);
- vii. marital status (where available);
- viii. number of dependents (where available);
- ix. official language preferred;
- x. disability status (where available as self-identified information);
- xi. visible minority (where available as self-identified information);
- xii. Aboriginal group (where available as self-identified information);
- xiii. assessment regarding employability;
- xiv. name of program in which individual is involved;
- xv. length of program;
- xvi. language of service;
- xvii. language of intervention received;
- xviii. cost of the program;
- xix. educational attainment;
- xx. type of employment obtained;
- xxi. date of return to work;

- xxii. length of employment;
- xxiii. earnings;
- xxiv. change in dependency upon government support; and,
- xxv. other personal information as mutually agreed upon between the parties that is needed for the purposes outlined in this clause.

The above information will be updated by Saskatchewan at least quarterly.

## **4.0 Mechanism**

**4.1** Information covered by the Annex should be provided by each party in a mutually agreed format and manner. In this regard, Canada and Saskatchewan agree to review various options to facilitate the sharing of information between them including:

- a. access by Saskatchewan to systems administered by HRDC;
- b. development of connectivity protocols allowing systems of both parties to communicate with each other; and,
- c. sharing of common software and functionality.

**4.2** The parties agree that whatever option is chosen, access to information covered by this Annex will be:

- a. limited to only those employees, agents or contractors who require access for the purposes listed in section 3.0; and
- b. only used for the purposes listed in section 3.0.

**4.3** Canada and Saskatchewan recognize the importance of reliable and timely information and agree to pursue their work towards shared or interconnected information systems.

**4.4** The parties undertake to ensure that contractors and agents with whom they deal under this Agreement are bound by the terms and conditions of this Annex.

## **5.0 Costs**

**5.1** Costs incurred by a party in the context of this Annex will be the responsibility of that party.

## **6.0 Confidentiality and Use**

**6.1** Each party undertakes to fully maintain, respect and protect the confidentiality of the information received under this Annex, and not to disclose any information under its custody or control as a result of this Agreement, to anyone for any purpose other than specifically mentioned in section 3 without the written consent of the person to whom the information relates other than:



- a. for the purposes outlined in section 3;
- b. for a consistent purpose as defined in the provincial *Freedom of Information and Protection of Privacy Act* or as defined in section 7(a) of Canada's Privacy Act, and in accordance with Saskatchewan's and Canada's guidelines and policies; and,
- c. or a purpose authorized or required by law, including those disclosures authorized under the provincial *Freedom of Information and Protection of Privacy Act* and or section 127 of the Employment Insurance Act or section 8 of Canada's Privacy Act.

**6.2** Except as stated in 6.1, this clause provides a written undertaking by both parties to the Agreement that there will be no subsequent disclosure of the information in a format that could be reasonably be expected to identify the individual to whom it relates.

**6.3** Notwithstanding section 6.1 of this Annex, Saskatchewan agrees that any medical or psychological reports contained in a Commission client file shall only be used for the original purpose for which it was collected and shall not be used or disclosed for any other purpose.

**6.4** Saskatchewan will have electronic access to the following taxpayer information which has been provided to the Canada Employment Insurance Commission by Revenue Canada and whose disclosure is governed by section 241 of the Income Tax Act:

- i. Family Supplement Rate;
- ii. identification that a manual action against the client's benefits was initiated due to a Revenue Canada case;
- iii. federal tax credit;
- iv. Revenue Canada recovery action and the amount deducted.

Accordingly, notwithstanding sections 4.4 and 6.1, Saskatchewan may not use or further disclose to anyone this information except as provided for in the Agreement between Revenue Canada and Human Resources Development Canada, dated February 1995, a copy of which has been provided to Saskatchewan. Accordingly, Saskatchewan may not use this information for any purposes other than outlined in section 3.1, nor further disclose it to any third party, including contractors or agents noted in section 4.4.

## **7.0 Information Management**

**7.1** The information exchanged under this Annex shall be collected, administered, maintained, destroyed or disposed of in accordance with:

- a. in the case of Canada, the Privacy Act, the Government of Canada Security Policy and supporting operating directives and guidelines,

- covering the administrative, technical and physical safeguarding of the personal information; or,
- b. in the case of Saskatchewan, the Freedom of Information and Protection of Privacy Act.

**7.2** The information management arrangements in clause 7.1 above will ensure the confidentiality and integrity of personal information covered under this Annex and will safeguard the personal information against accidental or unauthorized access, disclosure, use, modification and deletion.

**7.3** Each party will notify the other party of an unauthorized disclosure or use and will furnish the other party with full details of the unauthorized disclosure or use.

**7.4** In the event of an occurrence described in section 7.3 above, the party responsible for the security of the information will take all reasonable steps to prevent a recurrence of the event.

## **8.0 Accuracy**

**8.1** Each party will use its best efforts to ensure the completeness and accuracy of the information provided to the other under this Annex. However, it is understood and agreed that they cannot guarantee its accuracy and will, therefore, not be held responsible for any damage resulting from the transmission or use of any information that is inaccurate or incomplete.

**8.2** Each party agrees to review any requests from individuals for correction or notation of their personal information which may be under the custody or control of that party, in accordance with the provincial *Freedom of Information and Protection of Privacy Act* or section 12(2) of Canada's Privacy Act.

**8.3** Both parties agree to make best efforts to keep each other informed of corrections or notations that come to their attention or knowledge.

## **9.0 Roles of Federal and Provincial Privacy Commissioners**

**9.1** If an issue arises as to whether the provisions of the Privacy Act or the Freedom of Information and Protection of Privacy Act apply to certain personal information covered in this Annex, the matter will be referred to the Offices of the Privacy Commissioner (Canada) and the Information and Privacy Commissioner of Saskatchewan.

## **10.0 Ensuring Data Protection**

**10.1** The parties agree that they are each responsible for the actions of their own employees, agents and contractors with respect to the collection, disclosure, use, retention and disposal of personal information in their custody or under their

control, whether or not the person is or was acting within the scope of his or her employment, agency or contract.

**10.2** Provided that a disclosure or failure to disclose personal information is done in good faith and reasonable care has been taken to comply with applicable federal or provincial legislation, the parties shall not assume liability whatsoever with respect to the misuse of any personal information provided to each other under this Annex.

**10.3** The parties will, separately or jointly, on a periodic and agreed upon basis and format, conduct an audit:

- a. of the practices and procedures employed in the information management process under this Annex to ensure compliance with applicable federal or provincial legislation; and,
- b. for the detection and control of any improper use or disclosure of shared or exchanged personal information.

## **11.0 Employment Insurance Integrity**

**11.1** The parties agree to develop audit and verification procedures for detecting and controlling abuse under provincial programs supported under the Agreement.

**11.2** Any personal information exchanged for the purpose of audit and verification in clause 11.1 shall be the subject of a separate agreement between the parties.

## **12.0 General**

**12.1** This Annex can be modified with the written consent of Designated Officials of each party.

**12.2** Canada and Saskatchewan each acknowledge that the other's obligations under this arrangement shall be subject to Canada's Privacy Act and Saskatchewan's The Freedom of Information and Protection of Privacy Act and the regulations under both acts respectively, all as may be amended from time to time.

# **Annex 6**

## **Arrangements for the Exchange of Information and Data**

### **1.0 Purpose**

**1.1** The purpose of this Annex to the Canada-Saskatchewan Labour Market Development Agreement is to provide for the exchange of information between the parties for the effective implementation of the Agreement, given that:

- a. Saskatchewan needs timely and reliable information from Canada on active EI claimants and other insured participants for the purpose of establishing their eligibility for assistance under Saskatchewan programs supported under the Agreement; effective case management; planning, evaluating and accountability; the detection of potential cases of false declaration, misrepresentation and fraud; and for meeting the targets established in Annex 4; and,
- b. Canada also needs timely and reliable information from Saskatchewan on active EI claimants and other insured participants who are receiving assistance under programs supported by this Agreement provided by Saskatchewan for purposes of verifying their eligibility for, or entitlement to, insurance benefits under Part I of the Employment Insurance Act and for the monitoring, assessment and evaluation of the effectiveness of the assistance which the Commission is required to do under section 3 of the Act, and, for evaluating the results of Provincial programs supported under the Agreement, as required under section 57 of the Act.

## **2.0 Authority to Disclose Information**

**2.1** With respect to the information needed by Saskatchewan from Canada to establish the eligibility of active EI claimants and other insured participants for the purpose of establishing their eligibility for assistance under the provincial programs supported under the Agreement, Canada's Minister of Human Resources Development has considered it advisable under section 127 of the Employment Insurance Act and 8(2)(f), along with 8(2)(j) of Canada's Privacy Act to make the information described in this Annex available to Saskatchewan for that purpose and, accordingly, Canada confirms that it is authorized under these sections to provide such information to Saskatchewan.

**2.2** Similarly, Saskatchewan will obtain authorization to disclose to Canada the information in this Annex.

## **3.0 Information to be Exchanged**

**3.1** Upon request on a per client basis, Canada will provide Saskatchewan the following information to determine the eligibility of the individual for assistance under Saskatchewan programs supported under the Agreement, determining and assessing employment needs, determining the appropriate type of assistance to be provided and determining the amount of financial assistance that may be required, determining case management requirements and carrying out the delegated functions of the National Employment Service:

- i. name;
- ii. social insurance number;
- iii. address;
- iv. date of birth
- v. benefit period commencement;
- vi. date of renewal application;
- vii. claim type;
- viii. claim status;
- ix. weekly benefit rate;
- x. number of insured weeks or hours;
- xi. claim termination and date;
- xii. entitlement weeks;
- xiii. number of weeks paid; and,
- xiv. other personal information as mutually agreed upon between the parties that is needed to determine client eligibility, level of service or benefit, or for the design and the evaluation of the programs and services supported under the Agreement.

**3.2** Saskatchewan will provide Canada with the following information from the file of each participant in the Saskatchewan programs supported under the Agreement to ensure the participant who is an active EI claimant continues to receive the Employment Insurance benefits to which they are entitled:

- i. name;
- ii. social insurance number;
- iii. address;
- iv. date of birth
- v. name of the program in which the individual is involved;
- vi. start and end dates of the program;
- vii. withdrawal from or termination date of the program; and,
- viii. other information to be determined and mutually agreed upon between parties as required for the purposes outlined in this clause.

**3.3** Saskatchewan will provide to Canada upon request, on a per-client basis, information for use by Canada in monitoring, assessing and evaluating the effectiveness of the assistance provided under the Agreement, in order to meet Canada's legislative requirements under section 3 of the Employment Insurance Act and for evaluating the results of the provincial programs supported under the Agreement, as required under section 57 of the Act:

- i. name;
- ii. social insurance number
- iii. address;
- iv. date of birth
- v. gender (where available as self-identified information);
- vi. family type (where available);

- vii. marital status (where available);
- viii. number of dependents (where available);
- ix. official language preferred;
- x. disability status (where available as self-identified information);
- xi. visible minority (where available as self-identified information);
- xii. Aboriginal group (where available as self-identified information);
- xiii. assessment regarding employability;
- xiv. name of program in which individual is involved;
- xv. length of program;
- xvi. language of service;
- xvii. language of intervention received;
- xviii. cost of the program;
- xix. educational attainment;
- xx. type of employment obtained;
- xxi. date of return to work;
- xxii. length of employment;
- xxiii. earnings;
- xxiv. change in dependency upon government support; and,
- xxv. other personal information as mutually agreed upon between the parties that is needed for the purposes outlined in this clause.

The above information will be updated by Saskatchewan at least quarterly.

## **4.0 Mechanism**

**4.1** Information covered by the Annex should be provided by each party in a mutually agreed format and manner. In this regard, Canada and Saskatchewan agree to review various options to facilitate the sharing of information between them including:

- a. access by Saskatchewan to systems administered by HRDC;
- b. development of connectivity protocols allowing systems of both parties to communicate with each other; and,
- c. sharing of common software and functionality.

**4.2** The parties agree that whatever option is chosen, access to information covered by this Annex will be:

- a. limited to only those employees, agents or contractors who require access for the purposes listed in section 3.0; and
- b. only used for the purposes listed in section 3.0.

**4.3** Canada and Saskatchewan recognize the importance of reliable and timely information and agree to pursue their work towards shared or interconnected information systems.

**4.4** The parties undertake to ensure that contractors and agents with whom they deal under this Agreement are bound by the terms and conditions of this Annex.

## **5.0 Costs**

**5.1** Costs incurred by a party in the context of this Annex will be the responsibility of that party.

## **6.0 Confidentiality and Use**

**6.1** Each party undertakes to fully maintain, respect and protect the confidentiality of the information received under this Annex, and not to disclose any information under its custody or control as a result of this Agreement, to anyone for any purpose other than specifically mentioned in section 3 without the written consent of the person to whom the information relates other than:

- a. for the purposes outlined in section 3;
- b. for a consistent purpose as defined in the provincial *Freedom of Information and Protection of Privacy Act* or as defined in section 7(a) of Canada's Privacy Act, and in accordance with Saskatchewan's and Canada's guidelines and policies; and,
- c. or a purpose authorized or required by law, including those disclosures authorized under the provincial *Freedom of Information and Protection of Privacy Act* and or section 127 of the Employment Insurance Act or section 8 of Canada's Privacy Act.

**6.2** Except as stated in 6.1, this clause provides a written undertaking by both parties to the Agreement that there will be no subsequent disclosure of the information in a format that could be reasonably be expected to identify the individual to whom it relates.

**6.3** Notwithstanding section 6.1 of this Annex, Saskatchewan agrees that any medical or psychological reports contained in a Commission client file shall only be used for the original purpose for which it was collected and shall not be used or disclosed for any other purpose.

**6.4** Saskatchewan will have electronic access to the following taxpayer information which has been provided to the Canada Employment Insurance Commission by Revenue Canada and whose disclosure is governed by section 241 of the Income Tax Act:

- i. Family Supplement Rate;
- ii. identification that a manual action against the client's benefits was initiated due to a Revenue Canada case;
- iii. federal tax credit;
- iv. Revenue Canada recovery action and the amount deducted.

Accordingly, notwithstanding sections 4.4 and 6.1, Saskatchewan may not use or further disclose to anyone this information except as provided for in the Agreement between Revenue Canada and Human Resources Development Canada, dated February 1995, a copy of which has been provided to Saskatchewan. Accordingly, Saskatchewan may not use this information for any purposes other than outlined in section 3.1, nor further disclose it to any third party, including contractors or agents noted in section 4.4.

## **7.0 Information Management**

**7.1** The information exchanged under this Annex shall be collected, administered, maintained, destroyed or disposed of in accordance with:

- a. in the case of Canada, the Privacy Act, the Government of Canada Security Policy and supporting operating directives and guidelines, covering the administrative, technical and physical safeguarding of the personal information; or,
- b. in the case of Saskatchewan, the Freedom of Information and Protection of Privacy Act.

**7.2** The information management arrangements in clause 7.1 above will ensure the confidentiality and integrity of personal information covered under this Annex and will safeguard the personal information against accidental or unauthorized access, disclosure, use, modification and deletion.

**7.3** Each party will notify the other party of an unauthorized disclosure or use and will furnish the other party with full details of the unauthorized disclosure or use.

**7.4** In the event of an occurrence described in section 7.3 above, the party responsible for the security of the information will take all reasonable steps to prevent a recurrence of the event.

## **8.0 Accuracy**

**8.1** Each party will use its best efforts to ensure the completeness and accuracy of the information provided to the other under this Annex. However, it is understood and agreed that they cannot guarantee its accuracy and will, therefore, not be held responsible for any damage resulting from the transmission or use of any information that is inaccurate or incomplete.

**8.2** Each party agrees to review any requests from individuals for correction or notation of their personal information which may be under the custody or control of that party, in accordance with the provincial *Freedom of Information and Protection of Privacy Act* or section 12(2) of Canada's Privacy Act.



**8.3** Both parties agree to make best efforts to keep each other informed of corrections or notations that come to their attention or knowledge.

## **9.0 Roles of Federal and Provincial Privacy Commissioners**

**9.1** If an issue arises as to whether the provisions of the Privacy Act or the Freedom of Information and Protection of Privacy Act apply to certain personal information covered in this Annex, the matter will be referred to the Offices of the Privacy Commissioner (Canada) and the Information and Privacy Commissioner of Saskatchewan.

## **10.0 Ensuring Data Protection**

**10.1** The parties agree that they are each responsible for the actions of their own employees, agents and contractors with respect to the collection, disclosure, use, retention and disposal of personal information in their custody or under their control, whether or not the person is or was acting within the scope of his or her employment, agency or contract.

**10.2** Provided that a disclosure or failure to disclose personal information is done in good faith and reasonable care has been taken to comply with applicable federal or provincial legislation, the parties shall not assume liability whatsoever with respect to the misuse of any personal information provided to each other under this Annex.

**10.3** The parties will, separately or jointly, on a periodic and agreed upon basis and format, conduct an audit:

- a. of the practices and procedures employed in the information management process under this Annex to ensure compliance with applicable federal or provincial legislation; and,
- b. for the detection and control of any improper use or disclosure of shared or exchanged personal information.

## **11.0 Employment Insurance Integrity**

**11.1** The parties agree to develop audit and verification procedures for detecting and controlling abuse under provincial programs supported under the Agreement.

**11.2** Any personal information exchanged for the purpose of audit and verification in clause 11.1 shall be the subject of a separate agreement between the parties.

## **12.0 General**

**12.1** This Annex can be modified with the written consent of Designated Officials of each party.

**12.2** Canada and Saskatchewan each acknowledge that the other's obligations under this arrangement shall be subject to Canada's Privacy Act and Saskatchewan's The Freedom of Information and Protection of Privacy Act and the regulations under both acts respectively, all as may be amended from time to time.

## Annex 7

### **Human Resources**

**1.0** Upon signing of the Canada-Saskatchewan Labour Market Development Agreement (LMDA), and prior to concluding the Employee Transfer Agreement with Canada, Saskatchewan will enter into discussions with the Saskatchewan Government Employees' Union (SGEU) and the agent currently representing employees of Canada, regarding the development of an Employee Transfer Agreement to effect the transfer of Canada's employees to Saskatchewan.

#### ***Represented Employees of Canada***

**2.0** Matters to be addressed by Saskatchewan and the bargaining agents in developing the Employee Transfer Agreement will include:

- type of employment to be offered
- salary and salary administration
- probation
- vacation leave
- sick leave
- prior service
- other terms and conditions of employment, as applicable
- benefit plans:
  - extended health care
  - group life insurance
  - long term disability insurance
  - deferred salary leave
  - dental
  - superannuation (pension)
  - transfer date

#### ***Unrepresented Employees of Canada***

**3.0** Unrepresented employees of Canada transferred to Saskatchewan will have their terms and conditions of employment governed by the applicable Management Regulations and Policies under The Saskatchewan Public Service Act.

**3.1** Matters to be addressed by Saskatchewan and Canada in developing the Employee Transfer Agreement for employees of Canada excluded from the Union will include:

- type of employment to be offered
- salary and salary administration
- probation
- vacation leave
- sick leave
- prior service
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**Annex 11**  
**Public Information**

## **1.0 Purpose**

**1.0** The purpose of this Annex to the Canada-Saskatchewan Labour Market Development Agreement is to describe how Saskatchewan will ensure:

- a. The Canada-Saskatchewan LMDA appropriately reflects a continuing accountability to the Parliament of Canada: the agreements are based on Part II of the EI Act and involve expenditures of EI funds; and
- b. Canada contributions are appropriately acknowledged by the Government of Saskatchewan, as well as in contracts and agreements with third parties.

## **2.0 Announcements and Events**

**2.1** Canada and Saskatchewan will jointly prepare public information material and jointly organize and participate in any public announcement relating to the signing of the Canada-Saskatchewan Labour Market Development Agreement (LMDA) and of any Annexes under the LMDA to be signed in the future.

**2.2** Canada and Saskatchewan will consult regarding, and give each other reasonable advance notice of, any major public initiatives to inform Canadians of activities being undertaken in the context of the LMDA.

## **3.0 Physical Location/Signage**

**3.1** Joint offices, that is where HRDC staff also are located, will identify the federal presence and contributions through Government of Canada logos, flags and project signage. Likewise, provincial presence and contributions will be identified in accordance with the Provincial Visual Identity Program.

**3.2** Provincial offices, and/or third party offices, where provincial programs or services to clients are delivered, will have appropriate identification indicating that the programs and services provided at that office are funded in whole or in part by the Government of Canada.

## **4.0 Public Information**

**4.1** Information for the public published in any format by Saskatchewan regarding programs and services funded in whole or in part from the EI Account will clearly indicate the federal contribution.

**4.2** Information includes:

- a. pamphlets, brochures and/or forms for the use of EI clients in connection with a provincial benefit or program or service;
- b. letterhead, signage, advertising, news releases, posters, exhibits; and,
- c. evaluation reports and other reports.

**4.3** Saskatchewan publications will clearly acknowledge that these measures are funded by the Government of Canada from the EI Account. Here is an example of such an acknowledgement:

"The Government of Saskatchewan has entered into a Labour Market Development Agreement with the Government of Canada to provide programs and services to Employment Insurance clients. Funding for these programs and services, in whole or in part, is provided by the Government of Canada from the Employment Insurance Account."

**4.4** Where federal funding provides the majority of the funding for programs and services, the contribution will be acknowledged through use of the federal logo in conjunction with provincial visual identity requirements.

## **5.0 Cheques/Deposit Statements**

**5.1** Cheques or deposit statements issued from EI Part II funds, including to EI clients, employers, community-based organizations and/or private agencies, will include the Government of Canada "wordmark".

## **6.0 Kiosks**

**6.1** Automated information kiosks supplied by Canada and located in a non-federal facility will have appropriate signage identifying that the kiosks are supplied by the Government of Canada

## **7.0 Internet**

**7.1** Shared or partnership sites will require full identification of the parties with logos of equal prominence. Accessing of these sites from each of the parties' own sites will identify to users that they are now entering a shared domain.

Source: *Human Resources Development Canada*  
<http://www.hrdc-drhc.gc.ca>

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