

## Student Work and Service Program (SWASP) (Paid Employment Component)

### INFORMATION SHEET

#### PACKAGE #1

**NEW DEADLINE DATE: April 23, 2007**

**Program pending final approval of funding**

- Important** If you apply for this Program your business or organization will be responsible to pay at least the provincial minimum wage for student wages, of which the Department of Human Resources, Labour and Employment will provide \$3.50 per hour subsidy.
- Who can be a Sponsor?** Profit and non-profit enterprises are eligible. Federal/Provincial government departments are not eligible for funding under this program. Any applications from employers who agree to hire persons identified by HRLE will be approved first. Contact the nearest HRLE office for potential employees.
- Who can be hired?** Any individual who plans to attend or return to a post-secondary institution within the next year; is legally entitled to work in Canada; and who is not an immediate family member.
- Subsidy:** For Employers: The subsidy shall be \$3.50 per hour towards the hourly wage rate for a maximum average of 40 hours per week (per pay period). A minimum of 25 hours per week must be provided.
- Please Note: Non-profit organizations are eligible for funding under this program; however, subsidy is provided to all employers (both private and non-profit) at the same rate.**
- For Students: Students will be issued a tuition voucher in the amount of \$50.00 per week, for the number of weeks worked under the Program. Vouchers are redeemable at any post-secondary institution in Canada.
- Duration:** Maximum of 14 weeks subsidy and a minimum of 5 weeks. All programs must be completed prior to **September 7, 2006**.
- Deadline:** Applications must be postmarked on or before **April 23, 2007 (new deadline date)**.

*For more information on the eligibility criteria and other program details as outlined above please refer to the Terms and Conditions on the Student Work and Service Program Application/Agreement.*

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

**AVALON REGION**

**St. John's**

Human Resources Labour and Employment  
Career Employment and Youth Services  
Suite 507 Atlantic Place  
P.O. Box 8700  
St. John's, NL A1B 4J6  
Telephone: (709) 729-7526  
Fax: (709) 729-7513  
Attn: Stella Hayes

**Carbonear / Placentia**

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

**Mount Pearl / Paradise / Conception Bay South / Southern Shore**

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

**CENTRAL REGION**

**Grand Falls-Windsor**

Human Resources Labour and Employment  
Provincial Building  
Grand Falls-Windsor, NL A2A 1W9  
Telephone: 1-888-632-4555  
Fax: (709) 292-4501

**WESTERN REGION**

**Corner Brook**

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

**Port Saunders**

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

**Stephenville / Bay St. George**

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

**Channel**

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

**LABRADOR REGION**

**Happy Valley**

Human Resources Labour and Employment  
Elizabeth Goudie Building  
P.O. Box 3014, Stn B  
Happy Valley, NL A0P 1C0  
Telephone: (709) 896-8846  
Toll Free: 1-888-773-9311  
Fax: (709) 896-5371



APPLICATION/AGREEMENT
STUDENT WORK AND SERVICE PROGRAM (Paid Employment Component)

Amendment # \_\_\_\_\_ Project Number # \_\_\_\_\_

Applicant Information

Name of Organization: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Business Location: \_\_\_\_\_

Postal Code: \_\_\_\_\_ Business Tel: \_\_\_\_\_ Business Fax: \_\_\_\_\_

Two persons with the organization who may be contacted for information pertaining to this application:
(These individuals must have signing authority and must sign this contract.)

- 1. \_\_\_\_\_ Telephone: \_\_\_\_\_ (Bus) \_\_\_\_\_ (Res)
2. \_\_\_\_\_ Telephone: \_\_\_\_\_ (Bus) \_\_\_\_\_ (Res)
Fax #: \_\_\_\_\_ E-mail Address: \_\_\_\_\_
Accountant/Bookkeeper: \_\_\_\_\_ Tel: \_\_\_\_\_ Fax: \_\_\_\_\_
Type of Organization: \_\_\_\_\_ Start-up Date of Organization: \_\_\_\_\_
Incorporation # \_\_\_\_\_ Business # \_\_\_\_\_

Businesses established less than one year must provide a business plan.

- Number of employees now on staff: \_\_\_\_\_ Number of positions applied for: \_\_\_\_\_
Has the appropriate union concurred with this proposal? Yes [ ] No [ ] N/A [ ]
Are these positions replacing regular employees or employees on lay-off? Yes [ ] No [ ]
Is the position(s) already funded under other wage subsidy program(s)? Yes [ ] No [ ]
Will hire a client identified by HRLE? Yes [ ] No [ ]

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

The Applicant agrees to hire students who plan to attend or return to a post-secondary institution within the next year.

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

Signature (Employer or Employer's Duly Authorized Representative) \_\_\_\_\_ Date \_\_\_\_\_

Signature (Client Services Officer) \_\_\_\_\_ Date \_\_\_\_\_ Signature (Province) \_\_\_\_\_ Date \_\_\_\_\_

FOR OFFICIAL USE ONLY

Approved Subsidy: \_\_\_\_\_ Positions \_\_\_\_\_ Work-weeks \$\_\_\_\_\_ Salary \$\_\_\_\_\_ Tuition Voucher
Contracted Subsidy: \_\_\_\_\_ Positions \_\_\_\_\_ Work-weeks \$\_\_\_\_\_ Salary \$\_\_\_\_\_ Tuition Voucher
Total Contract Contribution: \$\_\_\_\_\_
Start Date: \_\_\_\_\_ Finish Date: \_\_\_\_\_
NAICS \_\_\_\_\_ NOC \_\_\_\_\_ ORG \_\_\_\_\_ FY1 \_\_\_\_\_

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

# TERMS & CONDITIONS

## Activities

1) The employer agrees to develop and undertake activities which will provide an adequate blend of training and work experience to assist the worker in improving his/her employment prospects.

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

3) The employer shall obtain, prior to the commencement of the activities, all permits, licenses, consents and other authorizations that are deemed necessary to permit the carrying out of the activities; and the activities shall be executed in compliance with all laws, by-laws and regulations as may be required.

4) The employer must have an established operation in the Province of Newfoundland and Labrador.

5) The Employer shall demonstrate a willingness to hire students identified by the Department of Human Resources, Labour and Employment.

## Liability

6) The employer represents and warrants to the Province that the employment provided for the worker satisfies all applicable federal or provincial legislation and is not employment that:

- a) provides personal services;
- b) is paid solely by commission or output;
- c) has been created by the displacement of an existing employee, or that would normally be held by an employee on lay-off, awaiting notice or recall, filled by promoting an existing employee, or absent as a result of a labour stoppage or labour/management dispute; or
- d) is being subsidized by another government wage subsidy program.

7) All payments required by law to be made by an employer including Income Tax, Employment Insurance, Canada Pension, holiday pay and any liability arising from this employment shall be the sole and absolute responsibility of the employer.

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

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

10) No contribution may be paid by the Province with regard to an employee:

- a) who is not legally entitled to work in Canada
- b) who does not plan to attend or return to a post-secondary institution within the next year
- c) who is a member of the immediate family of an individual employer or, if the employer is a corporation, who is a member of the immediate family of a director or senior manager of the corporation unless approved by the Province. For the purpose of this section, "immediate family" means father, mother (or alternatively step-father, step-mother or foster parent), brother, sister, spouse (including common-law resident with the employer), child (including child of common-law spouse), stepchild, or ward of the employer, father-in-law, mother-in-law, brother-in-law, sister-in-law and other relative permanently residing in the employer's household or with whom the employer permanently resides.

## Accounts and Records

11) The employer shall, with respect to the worker, and in a form provided by the Province:

- a) submit claims as required by the Province;
- b) a final claim must be submitted prior to November 30, 2007; failure to submit final claims and any required documentation by this date will result in the project being considered finalized with no further payments being released; future applications will not be considered until all previously requested documentation is received.

12) The employer shall furnish such other reports concerning the progress and particulars of the worker and the attainment of objectives as may be requested by the Province.

13) The employer shall keep proper accounts and records, including invoices, receipts, vouchers, bank statements, and cheques of all financial transactions relating to this Agreement and these records shall be open at all times to inspection and audit by the Province or its authorized representatives.

14) The employer undertakes to respect the confidentiality of the information obtained from individuals and to use such information solely for the purposes of which it is obtained.

## Payment

15) The Province shall make interim payments to the employer following receipt of an interim claim, including payroll documentation and shall make a final payment to the employer following receipt of a final claim, including payroll documentation, subject to Section 11, and, if deemed necessary by the Province, upon completion of an audit by the Province or its representatives. No contribution shall be made by the Province in excess of the amounts listed on the front page of this Agreement. No contribution shall be made except upon evidence satisfactory to the Province that the expenses for which contribution is claimed have been actually expended.

16) The Province may withhold payment of any amount payable pursuant hereto where the employer has failed to comply with any covenant or undertaking contained herein, where the Province is not satisfied with the progress of the activities, or pending the outcome of an audit being done to the activities.

## Amendments

17) This Agreement shall not be amended or assigned except by instrument in writing between the parties.

## Termination

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

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

## Overpayment

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

## General

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

22) The applicant and/or employee shall receive the full benefit of any financial assistance available and no other person or organization may receive or collect any percentage or portion of any monies awarded under this contract.

23) Subsidy period shall not exceed 14 weeks and shall not be less than 5 weeks. The subsidy shall be \$3.50 per hour towards the hourly wage rate for a maximum average of 40 hours per pay period. A minimum of 25 hours per week must be provided. Students employed under the Program, will receive a tuition credit in the amount of \$50.00 per week for the number of weeks worked under the Program. Vouchers are redeemable at any post-secondary institution in Canada.

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

25) Employers must provide employee start/finish dates and hire employee(s) within thirty (30) days of the official approval date, unless otherwise approved by the Province. Employment prior to April 16, 2007 is not permitted. Subsidy will not be provided beyond September 7, 2007 of the current calendar year. Failure to comply may lead to the termination of the Agreement.

26) No change of employees hired under this Agreement shall be permitted unless prior approval is received from the Province

27) A student, for the purpose of this Program, is any individual who plans to attend or return to a post-secondary institution within the next year.

28) Notwithstanding the dates on the front of this Application/Agreement the project can operate the approved number of weeks between April 16, 2007 through to September 7, 2007.

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

30) The employer must comply with the provisions of the Canadian Charter of Rights and Freedoms, Newfoundland Human Rights Code, Newfoundland Labour Standards Act, Apprenticeship & Certification Act and with all other applicable Federal and Provincial Legislation.

31) This Agreement shall be governed by the laws of NL and Labrador.

**JOB/POSITION DESCRIPTION**

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

Job/Position Title: \_\_\_\_\_

Duties: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

Long Term Component \_\_\_\_\_ Number of Weeks \_\_\_\_\_  
Seasonal Component \_\_\_\_\_ Number of Weeks \_\_\_\_\_

Job/Position Title: \_\_\_\_\_

Duties: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

Long Term Component \_\_\_\_\_ Number of Weeks \_\_\_\_\_  
Seasonal Component \_\_\_\_\_ Number of Weeks \_\_\_\_\_