

## NL Works INFORMATION SHEET

**NL Works** is designed to provide individuals with valuable work experience and skills to improve their employment prospects and attachment to the labour market by providing profit and not for profit employers with a wage subsidy to create new positions.

### **Eligible Employers**

Profit and not for profit employers who agree to provide a blend of training and work experience to assist the individual in improving his/her employment prospects and making an attachment to the labour market. Preference will be given to applicants who agree to hire individuals identified by the Department of Human Resources, Labour and Employment. Contact the nearest HRLE office for potential employees.

### **Eligible Individuals**

Individuals receiving or eligible to receive income support and who are non EI eligible; OR unemployed/under-employed individuals who are non EI eligible and actively seeking work.

**Non EI eligible** is defined as individuals currently not receiving EI benefits; not having received EI benefits within the last three years; or not having received EI maternity or parental benefits within the last five years. Individuals must be legally entitled to work in Canada and **not** be an immediate family member of owners/operators of the business submitting the application.

The department will continue to identify individuals who may benefit from the NL Works program and assist them with developing an employment plan.

### **Subsidy**

The program is comprised of a Seasonal and Long Term component. Both components provide employers with funding to assist them in creating new employment opportunities. A portion of funds will be used to support employment placements for individuals receiving or eligible to receive income support. The department is willing to work with employers to identify potential employees through HRLE.

Profit and not for profit employers are eligible to receive a wage subsidy of 50% of the hourly wage rate up to a maximum of \$5 per hour for a maximum average of 40 hours per week, per pay period. Individuals employed under the program must be provided with a minimum of 25 hours of work per week. The position must pay the prevailing wage rate. Subsidy will not apply to existing staff.

Not for profit employers are also eligible to receive an additional 12% administration fee.

There will be no interruption to the subsidy period during the duration of the agreement.

### **Duration**

**Seasonal Component:** Employers operating in seasonal industries can access the program for a duration of no less than 10 weeks up to a maximum of 20 weeks.

**Long Term Component:** Employers can access the program to support long term employment opportunities for a duration of no less than 21 weeks and up to a maximum of 40 weeks.

*For more information on the eligibility criteria and other program details as outlined above please refer to the Terms and Conditions on the NL Works 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) 729-7525  
Fax: (709) 729-7513

**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) 729-4287  
Fax: (709) 729-0736

**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

**Marystown**

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

**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 1E0  
Telephone: (709) 896-8846  
Toll Free: 1-888-773-9311  
Fax: (709) 896-5371

**APPLICATION/AGREEMENT  
 NL Works**

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

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

Applicant Information

Business: \_\_\_\_\_

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

\_\_\_\_\_ Business Telephone: \_\_\_\_\_

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

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

1. \_\_\_\_\_ Telephone: \_\_\_\_\_ (Bus) \_\_\_\_\_ (Res)

2. \_\_\_\_\_ Telephone: \_\_\_\_\_ (Bus) \_\_\_\_\_ (Res)

Fax #: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Accountant/Bookkeeper: \_\_\_\_\_ Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Fax: \_\_\_\_\_

Type of Business: \_\_\_\_\_ Start-up Date of Business: \_\_\_\_\_

Incorporation # \_\_\_\_\_ Business # \_\_\_\_\_

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

Which component are you applying for: Long Term  and/or Seasonal

Number of seasonal positions applying for: \_\_\_\_\_ Number of long-term positions applying for: \_\_\_\_\_

Number of seasonal employees now on staff: \_\_\_\_\_ Number of regular employees now on staff: \_\_\_\_\_

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

Is the position(s) replacing regular employees or employees on lay-off? Yes  No

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

Are these jobs offering potential for long-term employment? Yes  No

Will hire a client identified by HRLE. Yes  No

PLEASE COMPLETE THE ATTACHED JOB DESCRIPTION FOR EACH JOB YOU ARE APPLYING FOR.

HIRING IS NOT PERMITTED PRIOR TO OFFICIAL APPROVAL.

**The Applicant agrees this request for funding is for new positions and further agrees that the position(s) exists only as a result of this wage subsidy.**

**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 Duly Authorized Representative) Date

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

**FOR OFFICIAL USE ONLY**

Approved: \_\_\_\_\_ Positions \_\_\_\_\_ Work-weeks \$ \_\_\_\_\_ Wages \$ \_\_\_\_\_ Admin Fee \$ \_\_\_\_\_ Total Contribution

Contracted: \_\_\_\_\_ Positions \_\_\_\_\_ Work-weeks \$ \_\_\_\_\_ Wages \$ \_\_\_\_\_ Admin Fee \$ \_\_\_\_\_ Total Contribution

Start Date: \_\_\_\_\_ Finish Date: \_\_\_\_\_

NAICS NOC ORG FY1 FY11

## TERMS & CONDITIONS

### Employers Eligible for Funding

- 1) Profit and not for profit employers:
  - a) who agree to provide a blend of training and work experience to assist the employee in improving his/her employment prospects and making an attachment to the labour market;
  - b) with an established operation in the Province of Newfoundland and Labrador;
  - c) who pay local prevailing wage rates; and
  - d) who agree to give preference to individuals identified by the Department of Human Resources, Labour and Employment.

### Eligible Positions

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

### Eligible Recipients

- 6) Eligible recipients:
  - a) shall be non EI eligible;
  - b) shall be unemployed or under-employed and actively seeking work;
  - c) shall be legally entitled to work in Canada; and
  - d) shall not be an immediate family member of the applicant employer or, if the employer is a corporation, a member of the immediate family of a director or senior manager of the corporation. For the purpose of this section, Immediate family@ means spouse, parent, grandparent, child, sibling, in-laws, or other persons residing in the employer's household.

### Reimbursement of Wages

- 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. Where an employee works on a statutory holiday and premium wages are paid, reimbursement will be at the approved rate only.
- 8) The employer shall, with respect to the employee, and in a form provided by the Province:
  - a) submit claims and payroll as required by the Province;
  - b) submit a final claim and payroll at the end of the Agreement or the termination of employment, whichever is sooner.
- 9) Subsidy period for the seasonal component will be provided for a minimum of 10 weeks up to a maximum of 20 weeks and for the long term component subsidy will be provided for a minimum of 21 weeks up to a maximum of 40 weeks. The subsidy shall be for 50% of the hourly wage to a maximum of \$5.00 per hour for a maximum average of 40 hours per week per pay period. An administration fee of 12% is provided to not-for-profit employers. A minimum of 25 hours per week must be provided. For the Seasonal Component subsidy will be provided to a maximum of 50% of the employer's normal workforce.

### Accounts and Records

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

### Payment

- 13) The Province shall make interim payments to the employer following receipt of an interim claim and required payroll documentation, and shall make a final payment to the employer following receipt of a final claim and required payroll documentation and, if deemed necessary by the Province, upon completion of an audit by the Province or its representatives.

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

- 14) The Province may withhold payment of any amount payable pursuant hereto where the employer has failed to comply with any terms and conditions contained herein, where the Province is not satisfied with the progress of the activities, or pending the outcome of an audit.
- 15) The Province may demand return of any amount in excess of the contribution to which the employer is entitled under this Agreement. Immediately upon receipt of such demand, the employer shall repay the amount specified therein, with it being agreed that such amounts are considered debts owing to the Province.
- 16) Any payment(s) due hereunder is subject to there being an appropriation of funds for the fiscal year in which the payment is to be made.

### Amendments

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

### Termination

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

### General

- 20) No member of the House of Assembly, House of Commons, employee of the Department of Human Resources, Labour and Employment, member of the Executive Pay Plan, staff employed in the office of a Member of the House of Assembly or office of a Provincial Minister of the Crown or any person or organization other than the applicant and/or the employee shall be eligible for any financial assistance or, may receive any financial gain as a result of this contract.
- 21) The applicant and/or employee shall receive the full benefit of any financial assistance available and no other person or organization may receive or collect any percentage or portion of any monies awarded under this contract unless required by law, i.e., Income Tax, Canada Pension and Employment Insurance.
- 22) Nothing in this Agreement shall be deemed to authorize the employer to contract for or incur any obligation on behalf of the Province.
- 23) The employer shall be solely responsible for and shall hold the Province free from any and all losses, including economic loss, expenses, damages, demands and claims arising out of or in connection with injuries (including death) or damages to any and all persons whether employee or others and to property in any way sustained or alleged to have been sustained in connection with or by reason of the performance of the employment.
- 24) The management, supervision, and direction of the employee is the sole and exclusive responsibility of the employer. Nothing in this Agreement shall be construed to appoint the employer or the employee as a servant or agent of the Province.
- 25) The employer shall obtain, prior to the commencement of employment, all permits, licenses, consents and other authorizations that are deemed necessary to permit the carrying out of the employment.
- 26) Employers must provide employee start/finish dates and hire employee(s) within thirty days of the official approval date, unless otherwise approved by the Province. Failure to comply may lead to the termination of the Agreement.
- 27) Interruptions of employment may be permitted with prior written approval from the Province.
- 28) No change of employees hired under this Agreement shall be permitted without approval from the Province.
- 29) The employer and employee may be required, upon completion of the subsidized period or at various stages in its progress, to participate in an evaluation of the program.

### Legislation, Laws and Provincial Requirements

- 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 and Certification Act and with all other applicable federal and provincial legislation.
- 31) This Agreement shall be governed by the laws of Newfoundland and Labrador.

**JOB/POSITION DESCRIPTION**

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

Job/Position Title:

\_\_\_\_\_

Duties:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Hourly Rate of Pay \$ \_\_\_\_\_ # Hours Per Week \_\_\_\_\_ Requested # of Weeks \_\_\_\_\_

Hours of Work: (Monday-Friday / Weekends / Shift Work / Time i.e. 9-5; 8-4; etc.)

\_\_\_\_\_

If you are applying for NL Works please use a T 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 T 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 \_\_\_\_\_