

TERMS & CONDITIONS
Summer Employment Program for Students (SEPS)

Employers Eligible for Funding

1. **Private Sector Employers with staff compliment of 20 employees or less and Not-for-Profit Employers** (which includes School districts and municipalities) who:
 - a. Provide post-secondary or high school students returning to or commencing education in the following school year with an opportunity to gain valuable work experience which may facilitate future labour market participation;
 - b. Have an established operation in the Province of Newfoundland and Labrador; and
 - c. Agree to give preference to individuals identified by the Department of Immigration, Population Growth and Skills (the Department).

Eligible Positions

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

Eligible Recipients

1. Eligible recipients shall:
 - a. Be currently enrolled in high school – level I, II or III or moving from the intermediate level (Gr. 9) to Level I in September 2024 or be a student who is returning to or starting post-secondary education in the following school year;
 - b. Be legally entitled to work in Canada; and
 - c. 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 this section, immediate family is defined as father, mother, stepfather, stepmother, foster parent, brother sister, spouse or common-law partner, child (including child of common-law partner), stepchild, ward, father-in-law, mother-in-law, or other person

residing in the employer's household.

Changes to Clause 5(c) may be permitted with prior approval of the Province.

Activities

1. 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 (student) as a servant or agent of the Province.
2. The employer shall:
 - a. Provide the student(s) with the necessary supervision, learning and work experience;
 - b. Ensure the job(s) are carried out in a safe environment;
 - c. Provide the student(s) with all the information concerning health and safety standards and regulations regarding their work environment, and if necessary inform them about the safety equipment required to accomplish their tasks; and
 - d. Inform the Province promptly in writing of any injury suffered by the student(s) while carrying out the job.
3. The employer shall obtain, prior to the commencement of the activities, all permits, licenses, consents (which include the student contact and consent form) 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.

Liability

1. All payments required by law to be made by an employer including Income Tax, Employment Insurance, Canada Pension, assessments under the **Workplace Health, Safety and Compensation Act, 2022**, 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.
2. Nothing in this Agreement shall be deemed to authorize the employer to contract for or incur any obligation on behalf of the Province.
3. 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 employment.

Accounts and Records and Reporting

1. The employer shall, with respect to the student, and in a form provided by the

Province **submit a final claim within 30 days following the completion or termination of employment. Failure to submit final claim(s) and any required documentation will result in the project being considered closed with no further payments being released. Future applications will not be considered until all previously requested documentation is received.**

2. 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.
3. 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.
4. 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 to Employers

1. The Province shall pay employers in the following way based on whether they are **Private Sector** or **Not-for-Profit**.

Private Sector Employers

- a. The Province shall make a final payment to the employer following receipt of a **FINAL CLAIM**, including a copy of the payroll for the student(s), subject to Section 12, and submission of the **STUDENT CONTACT AND CONSENT FORM at the start of the Agreement** and, if deemed necessary by the Province, upon completion of an audit by the Province or its representatives.
- b. No contribution shall be made by the Province in excess of the amounts contracted under this Agreement.
- c. No contribution shall be made by the Province except upon evidence satisfactory to the Province that the expenses for which payment is being claimed has actually been expended.

Not-for-Profit Employers

- a. The Province shall make an initial payment of 75% of the contract value to the employer following receipt of the **STUDENT CONTACT AND CONSENT FORM** and shall make a final payment to the employer following receipt of a final claim and payroll documentation for the student(s), subject to Section 12, and, if deemed necessary by the Province, upon completion of an audit by the Province or its representatives.
- b. No contribution shall be made by the Province in excess of the amounts contracted under this Agreement.
- c. No contribution shall be made except upon evidence satisfactory to the

Province that expenses for which payment is being claimed has actually been expended.

If the required documentation verifying funds were expended is not received within 30 days of completion of the Agreement, the department will require repayment of the outstanding funds.

2. 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 and where the Province is not satisfied with the progress of the activities, or pending the outcome of an audit.

At the discretion of the Province, if the employer has failed with any term, condition or obligation with regard to the Agreement between both parties, the Department may issue a letter of default to the employer, requesting the employer respond within a specified period. If the employer does not respond, the Province may, at its discretion, terminate the Agreement immediately. The Province will, therefore, have no obligation to make any further contribution to the employer under the agreement.

3. The Amount of the Wage Subsidy paid by the Province shall be made in the following way based on whether the employer is **Private Sector** or **Non-for-Profit**.
 - a. **Private Sector Employers** - The subsidy shall be **a maximum of \$3,000 per each full-time equivalent approval ;**
 - b. **Not-for-Profit Employers** – The subsidy shall be **a maximum of \$5,000 per each full-time equivalent approval.**
4. 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

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

Termination

1. Either party may terminate this Agreement with a minimum of 30 days written notice to the other party.
2. 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

1. 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

1. No member of the House of Assembly, House of Commons, employees of the Department of Immigration, Population Growth and Skills, 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.
2. 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, e.g., Income Tax, Canada Pension and Employment Insurance and assessments under the **Workplace Health, Safety and Compensation Act, 2022**.
3. Interruptions of employment may be permitted with the prior written approval from the Province.
4. Employers must provide employee start/finish dates and identify employee(s) within 14 days of the official approval date, unless otherwise approved by the Province. For post-secondary students, employment prior to **April 29, 2024** is not permitted. For high school students, employment prior to **June 21, 2024** is not permitted. Subsidy will not be provided beyond **September 2, 2024**. Failure to comply may lead to the termination of the Agreement.
5. No change of employees hired under this Agreement shall be permitted unless prior approval is received from the Province.
6. Notwithstanding the dates on the Application, the project can operate between April 29 for post-secondary students or June 21 for high school students and all employment must end by September 2, 2024.
7. 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.
8. 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.
9. This Agreement shall be governed by the laws of Newfoundland and Labrador.