

Wage Subsidy for Persons with Disabilities

INFORMATION SHEET

The **Wage Subsidy for Persons with Disabilities** is designed to assist persons with disabilities obtain employment related to their career plan. The program is funded by the Department of Human Resources, Labour and Employment.

Eligible Employers Profit and not for profit employers who can provide work experience related to the individual's career plan. Preference will be given to applicants willing to hire individuals identified by the Department of Human Resources, Labour and Employment. Contact the nearest HRLE office for potential employees.

Eligible Individuals Individuals who are currently unemployed or are underemployed (working less than 20 hours per week or working in an area not related to their field of study); *preference will be given to non EI eligible individuals* (non EI eligible being defined as currently not receiving EI benefits; and have not received EI benefits within the last three years; or have not received EI maternity or parental benefits within the last five years).

As per Section 43.1 of the Income and Employment Support Regulations, for the purpose of determining eligibility for services under this section, "person with a disability" means a person who, because of a persistent and permanent physical, sensory, speech, communication, psychological, psychiatric, developmental or other disability, demonstrates significant challenges in accessing education, training, or employment.

Financial Assistance A 60% wage subsidy towards the starting salary of the approved position, to a maximum program contribution of \$12,500 for a period of 52 weeks and a \$500 one-time payment to the employer to assist with training costs for the new employee based on the provision of a training plan. All payments required by law to be made by an employer including Income Tax, Employment Insurance, Canada Pension, assessment under the Workplace Health, Safety and Compensation Act, holiday pay and any liability arising from this employment shall be the sole and absolute responsibility of the employer.

Approval of applications will be considered only when applications for both the employee and the employer have been matched.

Application Process: Application forms are available from the Department of Human Resources, Labour and Employment and can be initiated by either the employee or the employer. Applications are received on a continuous basis; however, approvals are subject to the availability of funds.

For more information on the eligibility criteria and other program details as outlined above please refer to the Terms and Conditions on the Wage Subsidy for Persons with Disabilities Application/Agreement.

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

AVALON REGION

St. John's

Human Resources Labour and Employment
285 Duckworth Street
P.O. Box 8700
St. John's, NL A1B 4J6
Telephone: (709) 729-7525
Fax: (709) 729-7513
TTY: 1-888-380-2299

Carbonear / Placentia

Human Resources, Labour & Employment
17 Industrial Crescent
Carbonear, NL A1Y 1A5
Telephone: (709) 945-3099
Fax: (709) 945-3073
TTY: 1-888-380-2299

Mount Pearl / Paradise / Conception Bay South / Southern Shore

Human Resources Labour and Employment
1170 Topsail Road
P.O. Box 8700
St. John's, NL A1B 4J6
Telephone: (709) 729-5911
Fax: (709) 729-0736
TTY: 1-888-380-2299

CENTRAL REGION

Bonavista

Human Resources Labour and Employment
P.O. Box 820
Bonavista, NL A0C 1B0
Telephone: (709) 468-5401
Toll Free: 1-888-632-4555
Fax: (709) 468-1529
TTY: 1-877-292-4205

Marystown

Human Resources, Labour & Employment
P.O. Box 1142
Marystown, NL A0E 2M0
Telephone: (709) 279-7636
Toll Free: 1-888-632-4555
Fax: (709) 279-7646
TTY: 1-877-292-4205

Gander

Human Resources Labour and Employment
P.O. Box 2222
Gander, NL A1V 2N9
Telephone: (709) 256-1232
Toll Free: 1-888-632-4555
Fax: (709) 256-5109
TTY: 1-877-292-4205

Grand Falls-Windsor

Human Resources, Labour & Employment
42 Hardy Avenue P.O. Box 559
Grand Falls-Windsor, NL A2A 2J9
Telephone: (709) 292-4331
Toll Free: 1-888-632-4555
Fax: (709) 292-4200
TTY: 1-877-292-4205

Springdale / Baie Verte

Human Resources Labour and Employment
P.O. Box 580
Springdale, NL A0J 1T0
Telephone: (709) 673-2615
Toll Free: 1-888-632-4555
Fax: (709) 673-2138
TTY: 1-877-292-4205

Lewisporte / Twillingate

Human Resources, Labour & Employment
P.O. Box 190
Lewisporte, NL A0G 3A0
Telephone: (709) 535-3212
Toll Free: 1-888-632-4555
Fax: (709) 535-0260
TTY: 1-877-292-4205

Clarenville

Human Resources, Labour and Employment
294 Memorial Drive, Clarenville, NL A5A 1P1
Telephone: (709)466-0275
Toll Free: 1-888-632-4555
Fax: (709)466-4047
TTY: 1-877-292-4205

St. Alban's

Human Resources, Resources and Employment
P.O. Box 143, St. Alban's, NL A0H 2E0
Telephone: (709)538-3922
Toll Free: 1-888-632-4555
Fax: (709)538-3940
TTY: 1-877-292-4205

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
TTY: 1-888-445-8585

Port Saunders

Human Resources, Labour & Employment
Dobbin Building
Box 10
Port Saunders, NL A0K 4H0
Telephone: (709) 861-3237
Fax: (709) 861-3088
TTY: 1-888-445-8585

Stephenville

Human Resources Labour and Employment
W.E. Cormack Building
29 Carolina Avenue
Stephenville, NL A2N 3P8
Telephone: (709)643-7954
Fax: (709) 643-7905
TTY: 1-888-445-8585

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
TTY: 1-888-445-8585

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



Wage Subsidy for Persons with Disabilities APPLICATION/AGREEMENT

Amendment # _____ Project Number # _____

Applicant Information

Name of Business: _____

Mailing Address: _____ Business Location: _____

_____ Business Telephone: _____

Postal Code _____ Business Fax: _____

Two persons with the business 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.

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

Number of employees now on staff: _____

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

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

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

Does this job offer potential for long-term employment? Yes No

Do you have an individual in mind for this position? Yes No

Position applied for: _____ Annual Salary: \$ _____

Hours Per Week: _____ Hourly Wage Rate: \$ _____

Job Description: _____

Please attach another sheet if you wish to provide additional information.

HIRING NOT TO TAKE PLACE PRIOR TO OFFICAL APPROVAL.

This is to certify the above information is correct:

Signature of Employer or Duly Authorized Representative: _____ Date: _____

COMPLETE THE FOLLOWING SECTIONS ONLY AFTER APPROVAL BY THE PROVINCE IS RECEIVED.

The Applicant agrees to employ the individual listed for a 52 week period, and provide work experience in the occupation related to the individual's career plan.

Family Name	First Name	Social Insurance Number
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The Applicant acknowledges that they have read and agree to the Terms and Conditions stated on the reverse and that the Terms and Conditions will form part of the Agreement between the Applicant and the Department of Human Resources, Labour and Employment.

Signature (Employee) _____ Date _____ Signature (Client Services Officer) _____ Date _____

Signature (Employer or Duly Authorized Representative) _____ Date _____ Signature (Province) _____ Date _____

FOR OFFICIAL USE ONLY

Total Contracted Financial Contribution: \$ _____

Start Date: _____ Finish Date: _____

NAICS _____ NOC _____ ORG _____ FYI _____ FYII _____

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) The position 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 position must provide continuous employment for a period of 52 weeks.
- 4) 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.
- 5) The position shall be in addition to existing positions. A position filled prior to approval shall not be eligible for subsidy unless otherwise approved by the Province.
- 6) Concurrence of the appropriate union/employees' association is the sole responsibility of the employer.

Eligible Recipients

- 7) Individuals:
 - a) must be currently unemployed or under-employed (less than 20 hours per week, or in work not related to their field of study);
 - b) must be legally entitled to work in Canada; and
 - c) shall not be an immediate family member of the applicant employer or, if the employer is a corporation, a member of the immediate family of a director or senior manager of the corporation. For the purpose of this section, "immediate family" means spouse, parent, grandparent, child, sibling, in-laws, or other persons residing in the employer's household.
- 8) Preference will be given to persons with disabilities as per Section 43.1 of the Income and Employment Support Regulations and to non EI eligible individuals.

Reimbursement of Wages

- 9) All payments required by law to be made by an employer including Income Tax, Employment Insurance, Canada Pension, assessment under the Workplace Health, Safety and Compensation Act, holiday pay and any liability arising from this employment shall be the sole and absolute responsibility of the employer. Where an employee works on a statutory holiday and premium wages are paid, reimbursement will be at the approved rate only.
- 10) 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.
- 11) The Province will:
 - a) reimburse the employer 60% of the salary for the position up to a maximum of \$12,500 per position of 52 weeks duration for a maximum average of 40 hours per week per pay period. A minimum of 25 hours per week must be provided.
 - b) make payable a \$500 payment directly to the employer to assist with the cost of training the employee based on the provision of an applicable training plan.
- 12) The employer must pay the employee the recognized starting salary for the position as agreed to by the Province.

Accounts and Records

- 13) 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.
- 14) 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.
- 15) 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

- 16) 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.
- 17) 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.
- 18) 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.
- 19) 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

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

Termination

- 21) Either party may terminate this agreement with a minimum of seven days written notice to the other party.
- 22) 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

- 23) 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.
- 24) 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 and assessments under the Workplace Health, Safety and Compensation Act.
- 25) Nothing in this Agreement shall be deemed to authorize the employer to contract for or incur any obligation on behalf of the Province.
- 26) 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.
- 27) 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.
- 28) 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.
- 29) 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.
- 30) Interruptions of employment may be permitted with prior written approval from the Province.
- 31) 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

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

**Wage Subsidy for Persons with Disabilities
INDIVIDUAL REGISTRATION**

PERSONAL DATA

Name: _____
(First Name) (Middle) (Surname)

Address: _____
(P.O. Box) (Street)

Code) _____
(Town) (Province) (Postal

Telephone (Res): _____ Telephone (Bus): _____

Date of Birth: _____

Gender: _____ Male _____ Female S.I.N. _____

Certificate/Degree/Diploma Obtained: _____
(A copy of Certificate/Degree/Diploma must be attached if applicable)

Type of position for which your education has prepared you: _____

FOR OFFICE USE ONLY - OCCUPATIONAL CODES	1. _____	2. _____
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EDUCATION

List all Education/Training:

	Institution	Program	Certificate/Degree	Date Completed
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____

FOR OFFICE USE ONLY		
Institution	Program Code	Certificate/Degree Code
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

EMPLOYMENT

Are you currently employed: Yes _____ No _____

If yes, describe the major duties of your position:

(over .../2)

Name of Current Employer: _____

EMPLOYMENT HISTORY

Employer (Most Recent)	Position	Period of Employment
_____	_____	From _____ To _____
_____	_____	From _____ To _____
_____	_____	From _____ To _____

Do you have a disability as defined in Section 43.1 of the Income and Employment Support Regulations (see Information Sheet for definition) Yes No

If Yes please specify: _____

Are you in receipt of:

- | | | |
|---|-----|----|
| (A) Employment Insurance Benefits | Yes | No |
| (B) Social Assistance | Yes | No |
| (C) Funding from any other Federal, Provincial or Municipal departments and/or agencies | Yes | No |

If Yes to (C) please specify: _____

Have you received Canada Student Loans? _____

Is there any additional information about yourself you wish to provide that may assist the Department in assessing this registration?

FOR OFFICE USE ONLY
Registration Date: _____
Client Services Officer Verification: _____
Entered on Computer: _____