

Form 49
[Rule 13.19]

COURT FILE NUMBER

1808 00160

COURT

COURT OF QUEEN'S BENCH
OF ALBERTA

JUDICIAL CENTRE

MEDICINE HAT

APPLICANTS

RHEA LYNNE ANDERSON, WILLIAM ANDERSON,
and CECIL FRITZ CORP o/a A-1 IRRIGATION &
TECHNICAL SERVICES

RESPONDENT

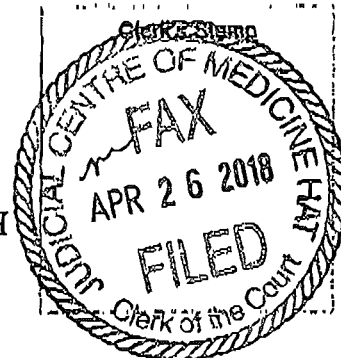
HER MAJESTY THE QUEEN IN RIGHT OF CANADA
AS REPRESENTED BY THE MINISTER OF
EMPLOYMENT, WORKFORCE & LABOUR

DOCUMENT

AFFIDAVIT OF RHEA LYNNE ANDERSON

ADDRESS FOR
SERVICE AND OF
CONTACT INFORMATION
PARTY FILING
THIS DOCUMENT

Justice Centre for Constitutional Freedoms
Marty Moore
Barrister and Solicitor
#253, 7620 Elbow Drive SW
Calgary, Alberta T2V 1K2
Phone: (587) 998-1806
Email : mmooore@jccf.ca



AFFIDAVIT OF RHEA LYNNE ANDERSON

Sworn on April 25, 2018

I, RHEA LYNNE ANDERSON of Brooks Alberta, SWEAR AND SAY THAT:

1. I am one of the Applicants in this court application. I have personal knowledge of the facts herein deposed except where based on information and belief, in which case I verily believe same to be true.
2. I reside near Brooks, Alberta with my husband, William ("Bill") Anderson. Together, we are the sole shareholders and directors of an agricultural irrigation business, Cecil

Fritz Corp o/a A-1 Irrigation & Technical Services (“A-1”), which is incorporated in Alberta. A-1 employs nine permanent, full-time individuals.

3. On January 26, 2018, I completed and submitted a Canada Summer Jobs (“CSJ”) application form (attached to this, my affidavit as **Exhibit “A”**).
4. The CSJ application form requires an applicant to “check” an “I attest” box. The associated attestation reads:
 - You have read and understood the CSJ Articles of Agreement and referred to the Applicant Guide as needed
 - The job would not be created without the financial assistance provided under a potential contribution agreement
 - Both the job and my organization’s core mandate respect individual human rights in Canada, and the values underlying the Canadian Charter of Rights and Freedoms as well as other rights. These include reproductive rights and the right to be free from discrimination on the basis of sex, religion, race, national or ethnic origin, colour, mental or physical disability or sexual orientation, or gender identity or expression
 - You have all the necessary authorities, permissions and approvals to submit this application on behalf of yourself and the organization
5. In the 2018 CSJ *Applicant Guide* (attached to this, my affidavit as **Exhibit “B”**), the federal government specifically includes within its definition of “reproductive rights” “the right to access safe and legal abortions”.
6. In addition to reviewing the 2018 CSJ Application guide, I have reviewed the CSJ *Supplementary Information* issued by the federal government on January 23, 2018 (attached to this, my affidavit as **Exhibit “C”**) that purports to clarify the meanings of “core mandate” and “respect”.
7. I did not “check” the “I attest” box. I could not, without violating my conscience, attest to the third bullet of the attestation (the “New Attestation Requirement”), as it compels me to agree with the federal government’s ideological conception of the “values” that “underlie” the *Charter*; to agree to be bound by the legal obligations of the *Charter* as though our business were government, and to engage in speech that is not my own or

freely chosen by me, all in order to participate in the CSJ program. I believe it violates my fundamental freedoms, protected by section 2 of the *Charter*, to be required by government to attest to any opinion, belief, perspective or ideology to benefit from a government program for which I am otherwise eligible.

8. My husband and I, and our business, comply fully with human rights legislation, and with all federal, provincial and municipal laws. The New Attestation Requirement is not simply a commitment to comply with legislation, but instead asks us to agree with the government's "values" and to be bound by the *Charter* as though we are government actors.
9. I attested to the other three bullets of the attestation that, I have been advised, constituted the entire attestation required to apply for the CSJ prior to 2018 (the "Original Attestation"). However, the 2018 CSJ application form did not permit me to only attest to portions of the attestation: applicants must attest to the entire attestation, including the New Attestation Requirement, by "checking" the "I attest" box on the application form. This is a requirement, whether the application is completed using the online form or the paper form.
10. The New Attestation Requirement refers to "the organization." However, it is I, as an individual, who must attest by "checking" the "I attest" box, not A-1 as an "organization". A-1 has no "core mandate". It is a small business owned and operated exclusively by my husband and me. My husband and I, as well as A-1, have in the past and will continue to act in accordance with the law, including relevant federal and provincial human rights legislation. However, we object to being compelled to "respect" "values" that we do not agree with. We object to being compelled to express or profess agreement with current laws. We object to making statements which we believe are not true. We object to being compelled to adopt the legal obligations that apply only to government, and not to us or to our business, namely the government's obligations under the *Canadian Charter of Rights and Freedoms*.
11. On February 9, 2018, I received the following email from "Service Canada" (attached to this, my affidavit as **Exhibit "D"**):

The essential requirements listed below are missing from your application, and therefore we are **unable to determine your organization's eligibility or the eligibility of the activities proposed in your application:**

The signatory must check the "I attest" box to confirm eligibility and add his/her initials next to the box.

...

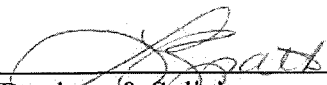
In order to determine the eligibility of your organization and its proposed activities, you must provide us with the above essential missing requirements within 10 business days following the date of this correspondence. If you fail to respond within the above specified timeframe, **your application will be deemed incomplete and will therefore not be eligible for assessment.** (Emphasis added)

12. On February 10, 2018, I emailed our response to Service Canada (attached to this, my affidavit as **Exhibit "E"**), stating in part:

Please be advise we will not be checking the "I attest" box on the Canada Summer Job's Application. It is unconstitutional for the Government of Canada to require a specific prescription of personal beliefs to qualify for Government Funding.

13. I believe A-1 is otherwise eligible to participate in the 2018 CSJ program. I further believe that, if my application had not been rejected on the basis of the New Attestation Requirement, A-1's CSJ application would have been approved as A-1 is a small business and therefore qualifies as one of the 2018 CSJ "national priorities", and meets the other relevant criteria. Further, the summer position created would have focused on environmental protection through water conservation in our local community.
14. I swear this Affidavit bona fide in support of the accompanying Originating Application, and for no improper purpose.

SWORN BEFORE ME at Brooks,)
in the Province of Alberta, this 25 day of)
April, 2018.)



Barrister & Solicitor
Commissioner for Oaths in and
for the Province of Alberta



RHEA LYNNE ANDERSON

LAURIE SPATH
My Commission Expires
January 13, 2020

2018 CANADA SUMMER JOBS APPLICATION / AGREEMENT

- You must carefully read the Applicant Guide and the attached Canada Summer Jobs Articles of Agreement as you will be required to attest that you have read and understood these documents by signing this form.
- All fields are mandatory and must be completed by the applicant.

PART A - EMPLOYER INFORMATION																	
1. Canada Revenue Agency Business Number 835181678 BN0002		2. Legal Name Cecil Fritz Corp															
3. Operating (Common) Name (if different from legal name) A-1 Irrigation & Technical Services		4. Telephone Number 403-362-7651															
5. Employer Type																	
<table border="0"> <tr> <td>Private Sector</td> <td>Not-For-Profit Sector</td> <td>Public Sector</td> </tr> <tr> <td> <input type="checkbox"/> Bank <input checked="" type="checkbox"/> Business, incorporated or unincorporated body <input type="checkbox"/> Indian Band corporation <input type="checkbox"/> Private Band Council <input type="checkbox"/> Private university or college </td> <td> <input type="checkbox"/> Indigenous not-for-profit organization <input type="checkbox"/> Association of workers or employers <input type="checkbox"/> Community, charitable or voluntary organization <input type="checkbox"/> National non-governmental organization </td> <td> <input type="checkbox"/> Not-for-profit Band Council <input type="checkbox"/> Provincial or territorial non-governmental organization <input type="checkbox"/> Sector council <input type="checkbox"/> Union <input type="checkbox"/> Municipal government or agency <input type="checkbox"/> Public health <input type="checkbox"/> Provincial government or agency <input type="checkbox"/> Public community college or vocational school <input type="checkbox"/> Public degree-granting college <input type="checkbox"/> Public degree-granting university <input type="checkbox"/> Territorial government </td> </tr> </table>				Private Sector	Not-For-Profit Sector	Public Sector	<input type="checkbox"/> Bank <input checked="" type="checkbox"/> Business, incorporated or unincorporated body <input type="checkbox"/> Indian Band corporation <input type="checkbox"/> Private Band Council <input type="checkbox"/> Private university or college	<input type="checkbox"/> Indigenous not-for-profit organization <input type="checkbox"/> Association of workers or employers <input type="checkbox"/> Community, charitable or voluntary organization <input type="checkbox"/> National non-governmental organization	<input type="checkbox"/> Not-for-profit Band Council <input type="checkbox"/> Provincial or territorial non-governmental organization <input type="checkbox"/> Sector council <input type="checkbox"/> Union <input type="checkbox"/> Municipal government or agency <input type="checkbox"/> Public health <input type="checkbox"/> Provincial government or agency <input type="checkbox"/> Public community college or vocational school <input type="checkbox"/> Public degree-granting college <input type="checkbox"/> Public degree-granting university <input type="checkbox"/> Territorial government								
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6.a) Name of Employer Contact Person Rhea Lynne Anderson		6.b) Telephone Number of Employer Contact Person 403-362-7651															
7. Email Address of Employer Contact Person accounting@a-1irrigation.com		8. Preferred Language of Communication: Spoken: <input checked="" type="checkbox"/> English <input type="checkbox"/> French Written: <input type="checkbox"/> English <input type="checkbox"/> French															
9. Year the Organization was Established 2009		10. Organization's Mandate Irrigation for Agriculture															
11. Number of Full-Time Employees Working in Canada 8		12. Mailing Address of Employer P.O. Box 1357 Brooks, AB															
		Postal Code T1R 1C3															
13. Address of the Location of the Proposed Activities (if different from Box 12) 1 mile north of Hwy 1 overpass, on Sec 873																	
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If the proposed activities will take place in multiple locations, will they be held within the same constituency? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																	
If YES, provide all addresses. Farms within County																	
14. The activities of your organization focus on the provision of services in the community:																	
<table border="0"> <tr> <td><input type="checkbox"/> to persons with disabilities</td> <td><input type="checkbox"/> to seniors</td> </tr> <tr> <td><input type="checkbox"/> to newcomers to Canada (including refugees)</td> <td><input type="checkbox"/> to the LGBTQ2 community</td> </tr> <tr> <td><input type="checkbox"/> to Indigenous peoples</td> <td><input checked="" type="checkbox"/> related to environmental protection</td> </tr> <tr> <td><input type="checkbox"/> to members of a visible minority</td> <td><input type="checkbox"/> related to crime prevention</td> </tr> <tr> <td><input type="checkbox"/> to persons who are homeless or street-involved</td> <td><input type="checkbox"/> related to public health or safety</td> </tr> <tr> <td><input type="checkbox"/> to other groups with social or employment barriers including literacy and numeracy</td> <td><input type="checkbox"/> related to cultural development or historical preservation</td> </tr> <tr> <td><input type="checkbox"/> to children or youth</td> <td>OR <input type="checkbox"/> not applicable</td> </tr> </table>				<input type="checkbox"/> to persons with disabilities	<input type="checkbox"/> to seniors	<input type="checkbox"/> to newcomers to Canada (including refugees)	<input type="checkbox"/> to the LGBTQ2 community	<input type="checkbox"/> to Indigenous peoples	<input checked="" type="checkbox"/> related to environmental protection	<input type="checkbox"/> to members of a visible minority	<input type="checkbox"/> related to crime prevention	<input type="checkbox"/> to persons who are homeless or street-involved	<input type="checkbox"/> related to public health or safety	<input type="checkbox"/> to other groups with social or employment barriers including literacy and numeracy	<input type="checkbox"/> related to cultural development or historical preservation	<input type="checkbox"/> to children or youth	OR <input type="checkbox"/> not applicable
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<input type="checkbox"/> to children or youth	OR <input type="checkbox"/> not applicable																
15. Are the proposed activities directed at members of an Official Language Minority Community? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																	
16. Have you applied or will you apply for other sources of funding for the job requested? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, and if the Canada Summer Jobs contribution requested is in excess of \$100,000, you must abide by the terms stipulated in Sections 8.1 to 8.3 of the attached Canada Summer Jobs Articles of Agreement.																	
17. Does your organization owe any amount to the Government of Canada? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, complete the fields below for each amount owing																	
Amount Owed (\$)	Nature of the Amount Owed (taxes, penalties, overpayments, etc.)	Department or Agency to Which Amount is Owed	18. Is a payment plan in place?														
A.			<input type="checkbox"/> Yes <input type="checkbox"/> No														
B.			<input type="checkbox"/> Yes <input type="checkbox"/> No														
C.			<input type="checkbox"/> Yes <input type="checkbox"/> No														
D.			<input type="checkbox"/> Yes <input type="checkbox"/> No														

LAURIE SPATH
My Commission Expires
January 13, 2020

THIS IS EXHIBIT "A" referred to in the Affidavit of Rhea Lynne Anderson. Sworn before me this 25th day of April, 2018.

day of April, 2018. A.D. 2018. Commissioner in and for the Province of Alberta

PART B - JOB DETAILS

Describe, in order of priority, the jobs requested.

19. JOB TITLE 1: Shop and Field Support Worker

Hourly Wage Rate: \$15

Tasks and Responsibilities

Worker will assist shop and field staff, to service, repair, and install irrigation equipment for the agriculture industry. Some tasks include customer service, inventory management, stocking, troubleshooting, maintenance.

Supervision and Mentoring Plans

This is a great opportunity for students to learn about water conservation within the farming industry. Our core staff come from multiple disciplines such as electrical, business, welding, accounting and instrumentation. A student will benefit working beside our well trained/educated staff.

Health and Safety Practices in the Workplace

All staff are required to read our Safety and Policy Manual. Personal protective equipment is provided and required to be worn. Weekly safety meetings are held, as well as pre-job meetings prior to daily jobs.

Desired Level of Education of the Student:☐ Secondary

OR

☒ Post-Secondary (community college, cegep, technical institute and university)Will this job be a career-related work experience? ☒ Yes ☐ No

Indicate one or more fields of academic studies and demonstrate how the field relates to the job.

Indicate if your intention is to hire a woman in a job in the fields of science, technology, engineering and mathematics (STEM) or information and communications technology (ICT).

Agriculture, environmental studies, engineering, electrical, welding. Any qualified candidate will be considered.

Will your organization make special efforts to hire a priority student? ☐ Yes ☒ No

If YES, indicate which priority group:

☐ Student with disabilities☐ Indigenous student☐ Student who is member of a visible minority☐ Student who is a new immigrant/refugee

Indicate your recruitment plan to hire a priority student or if you have already identified a priority student.

The tasks and responsibilities of this job support the provision of services in the community:

☐ to persons with disabilities☐ to seniors☐ to newcomers to Canada (including refugees)☐ to the LGBTQ2 community☐ to Indigenous peoples☒ related to environmental protection☐ to members of a visible minority☐ related to crime prevention☐ to persons who are homeless or street-involved☐ related to public health or safety☐ to other groups with social or employment barriers including literacy and numeracy☐ related to cultural development or historical preservation☐ to children or youthOR ☒ not applicableDoes this job support a local priority? ☒ Yes ☐ No

If YES, indicate which local priority

Irrigation-water conservation

Farming

PART B - JOB DETAILS Describe, in order of priority, the jobs requested.			
20. JOB TITLE 2:	Hourly Wage Rate:		
Tasks and Responsibilities			
Supervision and Mentoring Plans			
Health and Safety Practices in the Workplace			
Desired Level of Education of the Student: <input type="checkbox"/> Secondary OR <input type="checkbox"/> Post-Secondary (community college, cegep, technical institute and university) Will this job be a career-related work experience? <input type="checkbox"/> Yes <input type="checkbox"/> No Indicate one or more fields of academic studies and demonstrate how the field relates to the job. Indicate if your intention is to hire a woman in a job in the fields of science, technology, engineering and mathematics (STEM) or information and communications technology (ICT).			
Will your organization make special efforts to hire a priority student? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, indicate which priority group. <input type="checkbox"/> Student with disabilities <input type="checkbox"/> Indigenous student <input type="checkbox"/> Student who is member of a visible minority <input type="checkbox"/> Student who is a new immigrant/refugee Indicate your recruitment plan to hire a priority student or if you have already identified a priority student.			
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Does this job support a local priority? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, indicate which local priority			

PART B - JOB DETAILS Describe, in order of priority, the jobs requested.			
21. JOB TITLE 3:	Hourly Wage Rate:		
Tasks and Responsibilities			
Supervision and Mentoring Plans			
Health and Safety Practices in the Workplace			
<p>Desired Level of Education of the Student:</p> <p><input type="checkbox"/> Secondary</p> <p>OR</p> <p><input type="checkbox"/> Post-Secondary (community college, cegep, technical institute and university)</p> <p>Will this job be a career-related work experience? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Indicate one or more fields of academic studies and demonstrate how the field relates to the job.</p> <p>Indicate if your intention is to hire a woman in a job in the fields of science, technology, engineering and mathematics (STEM) or information and communications technology (ICT).</p>			
<p>Will your organization make special efforts to hire a priority student? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If YES, indicate which priority group:</p> <p><input type="checkbox"/> Student with disabilities</p> <p><input type="checkbox"/> Indigenous student</p> <p><input type="checkbox"/> Student who is member of a visible minority</p> <p><input type="checkbox"/> Student who is a new immigrant/refugee</p> <p>Indicate your recruitment plan to hire a priority student or if you have already identified a priority student.</p>			
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<p>Does this job support a local priority? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If YES, indicate which local priority</p>			

CALCULATION OF EMPLOYER'S TOTAL COST INCLUDING CONTRIBUTION REQUESTED

22. Job Title	(a) Number of Students Requested	(b) Anticipated Start Date (YYYY/MM/DD)	(c) Number of Weeks Requested	(d) Number of Hours per Week Requested	Wages		(f) Hourly Wage to be Paid to the Student	(g) ESDC* Hourly Wage Requested from ESDC*	(h) MERCs** requested (if applicable) (\$)	(i) Total contribution requested from ESDC [(bxdxeg)+h]	(j) Total employer contribution (Wage and MERCs if applicable)
Shop and Field Support Worker	1	2018/04/01	20	40	15						
TOTAL		N/A	N/A	N/A	N/A	N/A					

*ESDC = Employment and Social Development Canada

**MERCs = Mandatory Employment Related Costs

If you are a not-for-profit employer, will you require an advance payment to pay the student should your application be approved? ☐ Yes ☐ No

Once completed and submitted, this Canada Summer Jobs application, if approved by Service Canada, will form the agreement between Canada and the organization. The organization will then be subject to the attached Canada Summer Jobs Articles of Agreement. The organization agrees under this agreement to provide the job at the hourly wage rate, for the number of hours per week and the number of weeks described in the Calculation of Approved Canada Summer Jobs Contribution Amount document.

Canada Summer Jobs provides wage subsidies to employers to create employment for secondary and post-secondary students. Again this year, Canada Summer Jobs welcomes applications from small businesses, not-for-profit employers, public sector and faith-based organizations that provide quality summer jobs for students.

Attestation

- I have read and understood the Canada Summer Jobs Articles of Agreement and referred to the Applicant Guide as needed;
- The job would not be created without the financial assistance provided under a potential contribution agreement;
- Both the job* and my organization's core mandate* respect individual human rights in Canada, including the values underlying the *Canadian Charter of Rights and Freedoms* as well as other rights. These include reproductive rights and the right to be free from discrimination on the basis of sex, religion, race, national or ethnic origin, colour, mental or physical disability or sexual orientation, or gender identity or expression;
- I have all the necessary authorities, permissions and approvals to submit this application on behalf of myself and the organization.

☐ I attest

*Please refer to the Applicant Guide for further information regarding eligible activities and organization's mandate.

23. Name of the Organization's Representative (refer to Section 31 of the attached Canada Summer Jobs Articles of Agreement prior to signature)	26. Name of the Organization's Representative (where the organization requires two signatures to enter into a legally binding agreement)
Name (Print) Rhealynne Anderson	Name (Print)
Signature <i>Rhealynne Anderson</i>	Signature
24. Position Title Accounts Manager	27. Position Title
25. Date (YYYY/MM/DD) 2018/01/24	28. Date (YYYY/MM/DD)

CANADA SUMMER JOBS

ARTICLES OF AGREEMENT

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of Employment and Social Development
(hereinafter referred to as "Canada")

AND

The Employer identified as the "Legal Name of Employer" on the attached document titled "Canada Summer Jobs - Application/Agreement"
(hereinafter referred to as the "Employer")

Hereinafter collectively referred to as "the Parties"

WHEREAS Canada has established the Canada Summer Jobs, a component of the Youth Employment Strategy, under which financial assistance may be provided to Employers to encourage these Employers to hire students to help them in acquiring employment and/or career related skills;

WHEREAS the Employer proposes to hire participant(s) for the Job(s) listed in the "Canada Summer Jobs Application";

AND WHEREAS Canada has agreed to make a contribution towards the costs of the Job(s) under Canada Summer Jobs;

Now, therefore, Canada and the Employer agree as follows:

1.0 AGREEMENT

1.1 The following documents and any amendments relating thereto form the Agreement between Canada and the Employer:

- (a) the document hereto entitled "Canada Summer Jobs - Application/Agreement";
- (b) the document hereto entitled "Calculation of Approved Canada Summer Jobs Contribution Amount".

2.0 INTERPRETATION

2.1 In this Agreement,

"Funding Period" means the period during which the Job is taking place as indicated in the "Calculation of Approved Canada Summer Jobs Contribution Amount" document;

"Job" means a job referred to in the "Calculation of Approved Canada Summer Jobs Contribution Amount" document;

"Project" means the hiring and Job activities as described in the Application/Agreement;

"Mandatory Employment Related Costs" means payments that the Employer is required by law to make in respect of participants including, but not restricted to, those required for employment insurance, Quebec Parental Insurance Plan, Canada Pension Plan, Quebec Pension Plan, vacation pay, workers' compensation, health insurance in Quebec and Ontario (if applicable), Newfoundland and Labrador Health and Post-Secondary Education Tax in Newfoundland and Labrador, and the Manitoba Health and Education Levy in Manitoba;

"Overhead Costs" means such costs, other than wages and Mandatory Employment Related Costs, incurred by the Employer, which are in compliance with the conditions governing eligible costs set out in this Agreement;

"Participant" means an individual who is hired by the Employer for a Job during the period set out in the "Calculation of Approved Canada Summer Jobs Contribution Amount" document and who:

- (a) is between 15 and 30 years of age (inclusive) at the start of employment;
- (b) was registered as a full-time student during the preceding academic year;
- (c) intends to return to school on a full-time basis during the next academic year;
- (d) is a student in a secondary, post-secondary, CEGEP (Quebec only), vocational or technical program;
- (e) is a Canadian Citizen, permanent resident, or person on whom refugee protection has been conferred under the *Immigration and Refugee Protection Act*; and
- (f) is legally entitled to work according to the relevant provincial / territorial legislation and regulations.

*Foreign students are not eligible.

Words imparting the singular include the plural and vice versa.

3.0 EFFECTIVE DATE AND DURATION

3.1 This Agreement shall come into effect on the signature date specified in the document "Calculation of Approved Canada Summer Jobs Contribution Amount" and, subject to section 3.2, shall expire when Canada issues the final payment unless the Agreement is terminated on a prior date in accordance with the terms of this Agreement.

3.2 All obligations of the Employer shall expressly or by their nature survive termination or expiry of this Agreement and shall continue in full force subsequent to and notwithstanding such termination or expiry until and unless they are satisfied or by their nature expire.

4.0 CANADA'S CONTRIBUTION

4.1 Subject to the terms and conditions of this Agreement, Canada will make a contribution to the Employer towards the costs incurred by the Employer as a result of the provision of the Job(s) to the participant(s) of an amount not exceeding the amount indicated in the "Calculation of Approved Canada Summer Jobs Contribution Amount" document.

4.2 Costs are eligible costs only if they are, in the opinion of Canada, reasonable and directly related to the provisions of the Job(s). Only those costs incurred during the Funding Period are eligible costs. No costs incurred prior to or following the Funding Period are eligible costs.

4.3 When hiring a participant with a disability, the Employer agrees that Canada's contribution towards special equipment facilities and support necessary for the participation shall not exceed the actual costs.

4.4 The amount of Canada's contribution in respect of Mandatory Employment Related Costs incurred in respect of each participant shall not exceed the amount that would be payable if the participant's wages were paid at the provincial or territorial adult minimum wage rate.

4.5 In the event that the hourly wage rate paid by the Employer is less than the hourly wage rate shown in the Application/Agreement, Canada may, in its discretion, reduce the amount of its contribution in respect of those eligible costs.

5.0 APPROPRIATION

5.1 Any payment under this Agreement is subject to the appropriation of funds by Parliament for the Fiscal Year in which the payment is to be made.

6.0 TERMS OF PAYMENT

- 6.1 (1) Subject to paragraph (2), Canada's contribution shall be payable upon receipt and verification of a claim made by the Employer in a form prescribed by Canada, such claim to be submitted by the Employer within 30 days following the termination of the Job(s) covered by the Agreement.
- (2) Where the Employer is a not-for-profit employer, payment of Canada's contribution may be made as follows:
- Where the total value of the contribution is up to \$100,000*
- (a) an initial advance payment not exceeding 75% of the estimated total contribution payable under the Agreement; and
 - (b) upon receipt and verification of a claim made in a form prescribed by Canada and submitted within 30 days from the termination of the Job(s) covered by the Agreement, the balance, if any, of the contribution owing to the Employer.
- Where the total value of the contribution is from \$100,001 up to \$500,000*
- (a) an initial advance payment not exceeding 50% of the estimated total contribution payable under the Agreement; and
 - (b) upon receipt and verification of a claim made in a form prescribed by Canada and submitted within 30 days from the termination of the Job(s) covered by the Agreement, the balance, if any, of the contribution owing to the Employer.
- Where the total value of the contribution is more than \$500,000*
- (a) following receipt of a cash flow forecast, monthly advances covering the Employer's estimated monthly financial requirements payable under the Agreement; and
 - (b) upon receipt and verification of a claim made in a form prescribed by Canada and submitted within 30 days from the termination of the Job(s) covered by the Agreement, the balance, if any, of the contribution owing to the Employer.

7.0 REDUCTION OR TERMINATION OF FUNDING

- 7.1 Canada may, upon not less than fifteen (15) days' notice, reduce its funding under this Agreement or terminate the Agreement if:
- (a) The level of funding for the Program named in this Agreement for Fiscal Year in which payment is to be made under the Agreement is reduced as a result of a governmental or departmental spending decision, or
 - (b) Parliament reduces the appropriation of funds for contributions under the Program named in this Agreement.
- 7.2 Where, Canada gives notice of its intention to reduce its funding pursuant to section 7.1, and the Employer is of the opinion that it will be unable to complete the Project in the manner desired by the Employer, the Employer may terminate the Agreement upon not less than fifteen (15) days written notice to Canada.

8.0 OTHER SOURCES OF FUNDING

Sections 8.2 and 8.3 only apply where the contribution is in excess of \$100,000.

[Option 1 - where the funding from Canada is the only source of financial assistance - Cross out if not applicable]

- 8.1 The Employer declares that the contribution provided under this Agreement is the only financial assistance for the Job(s) it has received or expects to receive from any level of government (federal, provincial, territorial or municipal) or from any other source.

[Option 2 - where there are other sources of financial assistance - Cross out if not applicable]

- 8.1 The Employer declares that it has received or is entitled to receive the following financial assistance for the Job(s) from other sources:

- 1. \$ _____ from _____
- 2. \$ _____ from _____
- 3. \$ _____ from _____
- 4. \$ _____ from _____

- 8.2 The Employer will inform Canada promptly in writing of any additional financial assistance to be received for the Job(s) other than that referred to in section 8.1

- 8.3 Where the Employer receives any additional financial assistance for the Job(s) other than the financial assistance referred to in section 8.1, Canada may, in its discretion, reduce its contribution by such amount as it considers appropriate, up to the amount of the additional assistance received, or if Canada's contribution has already been paid, require repayment of such amount. Upon receipt of notice to repay under this section, the Employer agrees to repay the amount as a debt due to Canada.

9.0 MANAGEMENT OF PROJECT

- 9.1 The Employer shall:

- (a) provide the participant(s) with an adequate supervision, learning and work experience;
- (b) ensure that the Job(s) are carried out in a safe environment;
- (c) provide the participant(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;
- (d) remit Mandatory Employment Related Costs on behalf of the participant(s); and
- (e) inform Canada promptly in writing forthwith of any injury suffered by the participant(s) while carrying out the Job(s).

- 9.2 The management, supervision and control of the Job(s) are the sole and absolute responsibility of the Employer.

- 9.3 The Employer shall not, without the prior written consent of Canada, alter the nature of the Job(s) that are described in the Application/Agreement.

10.0 COLLECTION AND PROTECTION OF PARTICIPANT INFORMATION

10.1 The Employer shall complete form EMP5397 for each participant and forward it to Canada within seven (7) days following each participant's first day of work.

10.2 Prior to collecting or compiling the information in form EMP5397, the Employer shall:

- (a) inform the Participant that funding for the Project is provided by Canada. Canada needs the information referred in the form EMP5397 to:
 - (i) validate the eligibility of each participant;
 - (ii) measure the results and assess the success of the Project;
- (b) obtain the written consent of each Participant for the collection, uses and disclosure of the information in form EMP5397.

10.3 All Participant information referred to in section 10.1 collected or compiled by the Employer shall be treated as confidential and the Employer shall take all security measures reasonably necessary for the protection of any unauthorized release or disclosure, including those set out in any instructions issued by Canada.

10.4 During the course of this Agreement and for a period of six years thereafter, the Employer shall not release or disclose information referred to in section 10.1 about a Participant to any other person or body for any purpose unless the Participant consents to the release or disclosure or unless the person or body is authorized by law to require the Employer to provide information to the person or body.

10.5 Representatives of Canada shall be entitled to verify the Employer's premises at all reasonable times to ensure compliance with the information security requirements of section 10.3.

10.6 Upon expiry of a period of six years after the Project Period, the Employer shall destroy the information referred to in section 10.1 in accordance with instructions issued by Canada.

11.0 ACCESS TO INFORMATION AND PROACTIVE DISCLOSURE

11.1 The Employer acknowledges that Canada is subject to the *Access to Information Act* [R.S.C., 1985, c. A-1], and information obtained by Canada pertaining to this Agreement may be disclosed by Canada to the public upon request under the aforementioned act.

11.2 The Employer acknowledges that the name of the Employer, the amount of Canada's funding and the general nature of the project may be made publicly available by Canada in accordance with the Government of Canada's commitment to proactively disclose the awarding of grants and contributions.

12.0 EMPLOYER DECLARATIONS

12.1 The Employer declares, represents, attests and warrants that:

- (a) no participant will displace or replace existing employees or volunteers, employees that have been laid-off and are awaiting recall, employees absent due to an industrial dispute, employees on vacation, or employees on maternity or paternity leave;
- (b) except where the participant is a person with disabilities or has legitimate barriers to availability, participant(s) will work a minimum of 30 hours per week for a period of six to sixteen weeks. The hours of work will not exceed 40 hours per week;
- (c) no other contribution will be received or claimed for the same portion of a Job and for the same period unless such contribution is provided pursuant to an agreement between the Government of Canada and a Provincial/Territorial government, or with the approval of Canada;
- (d) the Organization "Employer" and any person lobbying on its behalf is in compliance with the *Lobbying Act*, [R.S.C., 1985, c. 44 (4th Supp.)] and that no commissions or contingency fees have or will be paid directly or indirectly to any person for negotiating or securing this request for funding;
- (e) that it has provided Canada with a true and accurate list of all amounts owing to the federal government which are past due and in default or arrears as of the time of the Employer's application for funding. The Employer recognizes that any such amounts owing to the federal government may be deducted from, or set-off against, amounts payable to it under this Agreement.
- (f) the Job(s) will not provide personal services to Employer;
- (g) the Job(s) would not be created without the financial assistance provided under this Agreement; and
- (h) an employer/employee relationship will be established with the participants.
- (i) both the job and the organization's core mandate respect individual human rights in Canada, including the values underlying the *Canadian Charter of Rights and Freedoms* as well as other rights. These include reproductive rights and the right to be free from discrimination on the basis of sex, religion, race, national or ethnic origin, colour, mental or physical disability or sexual orientation, or gender identity or expression.

13.0 RELATIONSHIP BETWEEN THE PARTIES AND NON-LIABILITY OF CANADA

13.1 The management and supervision of the Project are the sole and absolute responsibility of the Employer. The Employer is not in any way authorized to make a promise, agreement or contract on behalf of Canada. This Agreement is a funding agreement only, not a contract for services or a contract of service or employment. Canada's responsibility is limited to providing financial assistance to the Employer towards the Eligible Expenditures. The parties hereto declare that nothing in this Agreement shall be construed as creating a partnership, an employer-employee, or agency relationship between them. The Employer shall not represent itself as an agent, employee or partner of Canada.

13.2 Nothing in this Agreement creates any undertaking, commitment or obligation by Canada respecting additional or future funding of the Project beyond the Project Period, or that exceeds the maximum contribution specified in the document "Calculation of Approved Canada Summer Jobs Contribution Amount". Canada shall not be liable for any loan, capital lease or other long-term obligation which the Employer may enter into in relation to carrying out its responsibilities under this Agreement or for any obligation incurred by the Employer toward another party in relation to the Project.

14.0 INDEMNIFICATION

14.1 The Employer shall, both during and following the funding Period, indemnify and save Canada harmless from and against all claims, losses, damages, costs, expenses and other actions made, sustained, brought, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury or death of a person, or loss or damage to property caused or alleged to be caused by any wilful or negligent act, omission or delay on the part of the Employer or its employees or agents in connection with anything purported to be or required to be provided by or done by the Employer pursuant to this Agreement or done otherwise in connection with the implementation of the Project. It is understood that Canada cannot claim compensation under this section in case of accident, loss or damage caused by him or his employees.

15.0 CONFLICT OF INTEREST

- 15.1 No current or former public servant or public office holder to whom the *Conflict of Interest Act* [S.C. 2006, c. 9, s. 2], the *Conflict of Interest and Post-Employment Code for Public Office Holders* or the *Values and Ethics Code for the Public Service* applies shall derive a direct benefit from the Agreement unless the provision or receipt of such benefit is in compliance with the said legislation or codes.
- 15.2 No member of the Senate or the House of Commons shall be admitted to any share or part of the Agreement or to any benefit arising from it that is not otherwise available to the general public.

16.0 NEPOTISM

- 16.1 No cost incurred by the Employer in relation to a participant who is a member of the Immediate Family of the Employer or, if the Employer, who is a member of the Immediate Family of an officer or a director of the Employer, is eligible for reimbursement under the Agreement unless Canada is satisfied, and agrees in writing before the commencement of the Job, that the hiring of the participant was not the result of favouritism by reason of membership in the Immediate Family of the Employer, officer or director, as the case may be.
- 16.2 For purposes of section 16.1, "Immediate Family" means father, mother, step-father, step-mother, foster parent, brother, sister, spouse or common-law partner, child (including child of common-law partner), step-child, ward, father-in-law, mother-in-law, or any relative permanently residing with the Employer, officer or director, as the case may be.
- 16.3 For the purpose of section 16.2, "Common-law partner" means a person who is cohabiting with the Employer, officer or director, as the case may be, in a conjugal relationship, having so cohabited with the Employer, officer or director, for a period of at least one year.

17.0 FINANCIAL RECORDS AND AUDIT REQUIREMENTS

- 17.1 The Employer shall keep proper books of account and records, in accordance with generally accepted business and accounting practices, of the financial management of this Agreement. The books of account and records shall include all invoices, receipts and vouchers relating to the expenditures incurred and revenues made in relation to this Agreement, including funding for the Job(s) received from other sources.
- 17.2 During the course of this Agreement and for a period of six years thereafter, the Employer shall make the books of accounts and records available at all reasonable times for inspection and audit by representatives of Canada to ensure compliance with the terms and conditions of this Agreement and verify costs claimed by the Employer under this Agreement. The Employer shall permit representatives of Canada to take copies and extracts from such books and records and shall furnish them with such additional information as they may require with reference to them.

18.0 INQUIRY BY THE AUDITOR GENERAL OF CANADA

- 18.1 If, during the Funding Period or within a period of six years thereafter, the Auditor General of Canada, in relation to an inquiry conducted under subsection 7.1(1) of the *Auditor General Act* [R.S.C., 1985, c. A-17], requests that the Employer provide him or her with any records, documents or other information pertaining to the utilization of the funding provided under this Agreement, the Employer shall provide the records, documents or other information within such period of time as may be reasonably requested in writing by the Auditor General of Canada.

19.0 EVALUATION

- 19.1 The Employer agrees to cooperate with Canada in the conduct of any evaluation of the Project and/or the Program named in this Agreement that Canada may carry out during the Funding Period or within a period of three years thereafter. Without limiting the generality of the foregoing, if requested by Canada to do so for the purpose of conducting an evaluation, the Employer agrees to:
- (a) participate in any survey, interview, case study or other data collection exercise initiated by Canada; and
 - (b) subject to section 19.2 provide Canada with contact information of the Project partner organizations, if any, who participated in the Project, and of the members of the board of directors of the Employer.
- 19.2 The Employer shall provide Canada with the contact information of a person (name, address, phone number and e-mail address) referred to in section 19.1 only if the person has given their written consent to the release of the information to Canada. The Employer agrees to make all reasonable efforts to secure such consent during the Funding Period. When providing a person's contact information to Canada, the Employer shall provide Canada with an accompanying written statement certifying that the person has given their consent to the sharing of their contact information with Canada.

20.0 DISPOSITION OF ASSETS

- 20.1 The Employer shall preserve any assets acquired with the contribution and use them for the purposes of carrying out the Job(s) outlined in the Application/Agreement, unless Canada authorizes their disposition.
- 20.2 At the end of the Funding Period, or upon termination of this Agreement, if earlier, and if directed to do so by Canada, any assets referred to in section 20.1 costing \$1,000 (before taxes) or more that have been preserved by the Employer shall be:
- (a) sold at a fair market value and that the funds realized from such sale be applied to the eligible costs under this Agreement to offset Canada's contribution;
 - (b) turned over to another person or organization designated or approved by Canada; or
 - (c) disposed of in such other manner as may be determined by Canada.

21.0 TERMINATION OF AGREEMENT

Termination for Default

- 21.1 (1) The following constitute Events of Default:
- (a) the Employer becomes bankrupt, has a receiving order made against it, makes an assignment for the benefit of creditors, takes the benefit of a statute relating to bankrupt or insolvent debtors or an order is made or resolution passed for the winding up of the Employer;
 - (b) the Employer ceases to operate;
 - (c) the Employer is in breach of the performance of, or compliance with, any provision of this Agreement;
 - (d) the Employer, in support of its application for Canada's contribution or in connection with this Agreement, has made materially false or misleading representations, statements or declarations, or provided materially false or misleading information to Canada;
 - (e) the Employer has changed the tasks and responsibilities of the participant(s), as described on the Application/Agreement, without Canada's prior approval; or
 - (f) the Employer is in breach of the attestation.

(2) If:

- (a) an Event of Default specified in paragraphs (1)(a), (b) or (f) occurs, or
- (b) an Event of Default specified in paragraph (1)(c), (d) or (e) occurs and has not been remedied within fifteen (15) days of receipt by the Employer of written notice of default or a plan satisfactory to Canada to remedy such Event of Default has not been put into place within such time period, Canada may, in addition to any remedies otherwise available, immediately terminate the Agreement by written notice. Upon providing such notice of termination, Canada shall have no obligation to make any further contribution to the Employer.
- (3) In the event Canada gives the Employer written notice of default pursuant to paragraph (2)(b), Canada may suspend any further payment under this Agreement until the end of the period given to the Employer to remedy the Event of Default.
- (4) The fact that Canada refrains from exercising a remedy it is entitled to exercise under this Agreement shall not be considered to be a waiver of such right and, furthermore, partial or limited exercise of a right conferred upon Canada shall not prevent Canada in any way from later exercising any other right or remedy under this Agreement or other applicable law.

Termination for Convenience

21.2 Canada may also terminate this Agreement at any time without cause upon not less than fifteen (15) days written notice of intention to terminate.

Obligations Relating to Termination and Minimizing Cancellation Costs

21.3 In the event of a termination notice being given by Canada

- (a) the Employer shall make no further commitments in relation to the Project and shall cancel or otherwise reduce, to the extent possible, the amount of any outstanding commitments in relation thereto; and
- (b) all eligible costs incurred by the Employer up to the date of termination will be paid by Canada, including the Employer's costs of, and incidental to, the cancellation of obligations incurred by it as a consequence of the termination of the Agreement; provided always that payment and reimbursement under this paragraph shall only be made to the extent that it is established to the satisfaction of Canada that the costs mentioned herein were actually incurred by the Employer and the same are reasonable and properly attributable to the termination of the Agreement.

21.4 The Employer shall negotiate all contracts related to the Project, including employment contracts with staff, on terms that will enable the Employer to cancel same upon conditions and terms that will minimize to the extent possible their cancellation costs in the event of a termination of this Agreement. The Employer shall cooperate with Canada and do everything reasonably within its power at all times to minimize and reduce the amount of Canada's obligations under section 21 in the event of a termination of this Agreement.

22.0 INTEREST EARNED ON ADVANCES OF THE CONTRIBUTION

22.1 Any interest earned on advances of Canada's contribution shall be accounted for by the Employer. Such interest shall be deemed to be part payment of the contribution and shall be used or applied to offset Canada's contribution in respect of the eligible costs under this Agreement.

23.0 REPAYMENTS REQUIREMENTS

23.1 Upon expiry or termination of this Agreement, if earlier, the Employer shall immediately repay to Canada any amount by which the contribution paid to the Employer, together with any interest earned thereon, exceeds the amount to which the Employer is entitled under the Agreement. Without limiting the generality of the foregoing, amounts to which the Employer is not entitled include

- (a) the amount of any unspent advance payments of the contribution in the hands of the Employer;
- (b) amounts paid in error or in excess of the amount of costs actually incurred; and
- (c) amounts paid in respect of costs which are determined by Canada to be ineligible.

Such amounts are debts due to Canada.

23.2 Interest shall be charged on overdue debts in accordance with the *Interest and Administrative Charges Regulations* made pursuant to Canada's *Financial Administration Act*.

24.0 REPORTS AND MONITORING OF PROJECT

24.1 The Employer shall provide Canada with such reports concerning the progress of the participants and particulars of the participants as may be requested by Canada. The progress reports shall be in such form and contain such information as may be specified by Canada.

24.2 The Employer shall, upon request, permit representatives of Canada to have access to the site or sites where the Job(s) are carried out to monitor such Job(s).

25.0 ACCESS TO INFORMATION

25.1 Subject to the *Access to Information Act* [R.S.C. 1985, c. A-1], all information pertaining to this Agreement is public information and may be disclosed to third parties upon request under the Act.

26.0 INSURANCE

26.1 The Employer shall ensure that it has Workers' Compensation coverage or similar insurance, in accordance with provincial/territorial regulations, in place for the participants for the duration of their Job(s) pursuant to this Agreement.

27.0 INFORMING CANADIANS OF THE GOVERNMENT OF CANADA'S FUNDING

27.1 The Recipient shall allow Canada sixty (60) days from the date of signature of the Agreement to announce the Project. The parties will collaborate for the first public announcement of the project, including all communication, event or ceremony used to promote the project. The time, place and agenda for such communication activities must be appropriate for Canada.

27.2 To enable Canada's participation in any subsequent communications activities about the project, the recipient will inform Canada no later than twenty (20) calendar days preceding such communication activities.

27.3 The Recipient shall ensure that in all communication activities, publications, advertising (including on social media or websites) include the recognition of Canada's - financial assistance to the project - in a form satisfactory to Canada.

28.0 COMPLIANCE WITH LAWS

28.1 The Employer shall carry out the Project in compliance with all applicable laws, by-laws and regulations, including labour regulations in the province or territory where the employment is located; any environmental legislation; and, any legislation regarding protection of information and privacy. The Employer shall obtain, prior to the commencement of the Project, all permits, licenses, consents and other authorizations that are necessary to the carrying out of the Project.

29.0 AMENDMENT

29.1 This Agreement may be amended by mutual consent of the parties. To be valid, any amendment to this Agreement shall be in writing and signed by both parties.

30.0 NON-ASSIGNMENT OF AGREEMENT

30.1 The Employer shall not assign this Agreement or any part thereof without the prior written consent of Canada.

31.0 WARRANTY OF AUTHORITY

31.1 The Employer warrants that its representative(s) identified in this Application/Agreement has (have) the authority to enter into an agreement on its behalf and agrees to provide Canada with such evidence of that authorization as Canada may reasonably require.

CANADA SUMMER JOBS 2018

Creating Jobs, Strengthening Communities

Applicant Guide

THIS IS EXHIBIT ".....B....."
referred to in the Affidavit of
Rhea Lynne Anderson.....
Sworn before me this25.....
day ofApril.....A.D. 2018
[Signature]
A Commissioner in and for the Province of Alberta

LAURIE SPATH
My Commission Expires
January 13, 2020

Canada

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1.0 Purpose

The purpose of this Applicant Guide is to provide information to assist you with the completion of your Canada Summer Jobs (CSJ) application.

2.0 Introduction

Canada Summer Jobs (CSJ) is an initiative of the Summer Work Experience program. It provides wage subsidies to employers to create employment for secondary and post-secondary students. Again this year, Canada Summer Jobs welcomes applications from small businesses, not-for-profit employers, public sector and faith-based organizations that provide quality summer jobs for students.

CSJ provides funding to not-for-profit organizations, public-sector employers and small businesses with 50 or fewer full-time employees to create summer job opportunities for young people aged 15 to 30 years who are full-time students intending to return to their studies in the next school year.

By way of five national priorities, CSJ 2018 supports the following:

- Employers who intend to hire youth who are in underrepresented groups, including new immigrant youth/refugees, Indigenous youth, youth with disabilities and visible minorities.
- Small businesses, in recognition of their contribution to the creation of jobs
- Organizations that support opportunities for official language minority communities
- Organizations that provide services and/or supports for the LGBTQ2 community
- Organization that support opportunities in science, technology, engineering and mathematics (STEM) and information and communications technology (ICT), particularly for women.

The Government of Canada is committed to offering valuable summer work opportunities for students and to support communities in taking action on local priorities. These summer work experiences represent important pathways facilitating future transitions from school to the world of work.

CSJ applicants will be required to attest that both the job and the organization's core mandate respect individual human rights in Canada, including the values underlying the Canadian Charter of Rights and Freedoms as well as other rights. These include reproductive rights and the right to be free from discrimination on the basis of sex, religion, race, national or ethnic origin, colour, mental or physical disability, sexual orientation or gender identity or expression.

The employer attestation for CSJ 2018 is consistent with individual human rights in Canada, Charter rights and case law, and the Government of Canada's commitment to human rights, which include women's rights and women's reproductive rights, and the rights of gender-diverse and transgender Canadians.

The government recognizes that women's rights are human rights. This includes sexual and reproductive rights — and the right to access safe and legal abortions. These rights are at the core of the Government of Canada's foreign and domestic policies.

The government recognizes that everyone should have the right to live according to their gender identity and express their gender as they choose, free from discrimination. The government is committed to protecting the dignity, security, and rights of gender-diverse and transgender Canadians.

The objective of the change is to prevent Government of Canada funding from flowing to organization whose mandates or projects may not respect individual human rights, the values underlying the *Charter of Rights and Freedoms* and associated case law. This helps prevent youth (as young as 15 years of age) from being exposed to employment within organizations that may promote positions that are contrary to the values enshrined in the *Charter of Rights and Freedoms* and associated case law.

2.1 Objectives

CSJ has three objectives:

- providing work experiences for students;
- supporting organizations, including those that provide important community services;
- recognizing that local circumstances, community needs and priorities vary widely.

In delivering on these objectives, the Government of Canada seeks to ensure that youth job opportunities funded by the Canada Summer Jobs program take place in an environment that respects the rights of all Canadians.

2.2 Assessment Criteria

The criteria used to assess applications for funding focus on:

- jobs that support the provision of services in the community;
- jobs that support local priorities;
- jobs that provide career-related experience or early work experience;
- a salary that contributes to the student's income;
- an employer who provides supervision and mentoring;
- project activities that are directed toward members of, and support the vitality of, an Official Language Minority Community;
- an employer who intends to hire priority students, including youth who are in underrepresented groups (priority students are students with disabilities, Indigenous students, students who are members of a visible minority and students who are new immigrants/refugees).

Assessment of applications will be carried out on a constituency-by-constituency basis, ensuring that local priorities are considered. Local priorities for each federal electoral constituency are posted on the CSJ website. National priorities are also taken into consideration as part of the above assessment criteria.

2.3 Application Deadline

THE APPLICATION DEADLINE IS FEBRUARY 9, 2018.

Applications received or postmarked after the deadline date will not be considered.

You can submit your application online, by mail, or in person at any Service Canada Centre. The online application is a fast, easy-to-use and secure way of applying. By submitting your application online, you will:

- have access to the application 24/7, from any location, allowing you to complete it at your convenience;
- ensure the application is received immediately by Service Canada; and,
- receive a confirmation number, acknowledging the application has been received.

Online: Your application must be submitted by 23:59 (Pacific Standard Time), on **February 9, 2018**.

In person: Your application must be received before the close of business of the Service Canada Office on **February 9, 2018**. Consult the Service Canada website for the hours of service of the Service Canada Offices.

By mail: Your application must be postmarked on or before **February 9, 2018**. Consult the CSJ website for the address where to send your application.

IMPORTANT: APPLICATIONS RECEIVED BY FAX OR BY EMAIL WILL NOT BE CONSIDERED.

Please note that **only one copy of your application** should be submitted to Service Canada. Submitting multiple copies of the same application or submitting the same application by using various methods may cause longer processing times.

Once an online application has been successfully submitted, a confirmation number will be immediately generated by the system. This confirmation is considered the acknowledgement of receipt of your application. For employers applying by mail or in person an acknowledgment confirming receipt will be emailed to you within 10 business days. Please retain this confirmation as you will need it in future communication with Service Canada.

2.4. Other Key Dates

- The earliest job start date is Monday, April 23, 2018.
- The latest job start date is Sunday, July 22, 2018.
- The latest job end date is Saturday, September 1, 2018.

3.0 Eligibility

Please note that submitting a complete and eligible application is a requirement for funding, but is not a guarantee of funding.

3.1 Eligible Employers

Employers from the not-for-profit, public and private sector may apply for wage contributions under the Canada Summer Jobs initiative.

Private sector employers must have 50 or fewer full-time employees across Canada to be eligible. Full-time employees are those working 30 hours or more per week.

To be eligible, the core mandate of the organization must respect individual human rights in Canada, including the values underlying the Canadian Charter of Rights and Freedoms (Charter), as well as other rights. These include reproductive rights and the right to be free from discrimination on the basis of sex, religion, race, national or ethnic origin, colour, mental or physical disability, sexual orientation, or gender identity or expression.

The attestation is required for the application to be considered complete and eligible for assessment.

NOTE: That an organization is affiliated with a religion does not itself constitute ineligibility for this program.

3.1.1 Not-for-Profit Employers

Entities under the “not-for-profit” category are established for purposes other than financial gain for their members. This category includes:

- churches, religious and faith-based organizations;
- community, charitable or voluntary organizations;
- associations of workers or employers as well as professional and industrial organizations;
- Chambers of Commerce;
- labour management and adjustment committees;
- bands, tribal councils and other Indigenous organizations established on a “not-for-profit” basis;
- ad hoc groups established on a “not-for-profit” basis, including groups representing clients; and,
- cooperatives recognized by the Canada Revenue Agency (CRA) as registered charities and non-profit organizations pursuant to paragraph 149 (1) (f) and (l) of the *Income Tax Act*.

3.1.2 Public Sector Employers

Public sector employers include public health and public educational institutions and municipal governments. This category includes:

- public hospitals, nursing homes, senior citizen homes, rehabilitation homes, etc.;
- public community colleges and vocational schools;
- public degree-granting universities and colleges;
- school boards and their elementary and secondary institutions;
- band schools; and,
- municipal and regional legislative bodies and departments.

3.1.3 Private Sector Employers

Private sector entities are established in order to generate a profit or to provide an economic advantage to their proprietors, members or shareholders. This category includes:

- bodies, incorporated or unincorporated, including partnerships and sole proprietorships;
- cooperatives;
- self-employed persons;
- Indigenous organizations established on a “for-profit” basis;
- federal Crown corporations operating in a competitive environment and not ordinarily dependent on appropriations for operating purposes as indicated in Schedule III, Part II of the *Financial Administration Act*;
- provincial and territorial Crown corporations recognized as operating in a competitive environment and not ordinarily dependent on appropriations for operating purposes;
- private health and educational institutions; and,
- independent owners of franchises¹.

3.2 Ineligible Employers

Members of the House of Commons and the Senate, federal government departments and agencies, and provincial and territorial departments and agencies **are not** eligible for funding under the Canada Summer Jobs initiative.

NOTE: That an organization is affiliated with a religion does not itself constitute ineligibility for this program.

¹ Franchise operators are eligible if there are 50 or fewer full-time employees working in the franchise owner's operations across Canada, regardless of the number of business numbers involved.

NOTE: If an employer is deemed ineligible, their application will not be assessed.

3.3 Eligible Participants

To be eligible, students must:

- be between 15 and 30 years of age at the start of the employment;
- have been registered as full-time students in the previous academic year and intend to return to school on a full-time basis in the next academic year;
- be a Canadian citizen, permanent resident, or person to whom refugee protection has been conferred under the *Immigration and Refugee Protection Act*² for the duration of the employment; and,
- have a valid Social Insurance Number at the start of employment and be legally entitled to work in Canada in accordance with relevant provincial or territorial legislation and regulations.

Students hired for a CSJ-funded job cannot displace or replace existing employees or volunteers, employees that have been laid-off and are awaiting recall, or employees absent due to a labour dispute, as per section 12.1(a) of the Articles of Agreement.

It is the employer's responsibility to ensure that the students hired meet the eligibility criteria. If an employer hires an ineligible student, a letter of ineligibility of the student will be sent to the employer by email and the costs expended for the student will not be reimbursed.

An employer who has been approved for CSJ funding and has questions about student eligibility may contact Service Canada for more information.

3.4 Eligible Costs

3.4.1 Wage Contribution

Not-for-profit employers are eligible to receive funding for up to 100% of the provincial or territorial minimum hourly wage. Public and private sector employers are eligible to receive funding for up to 50% of the provincial or territorial minimum hourly wage. Refer to your provincial or territorial legislation to confirm the minimum wage.

An employer may choose to pay more than the minimum wage; however, the percentage reimbursed will apply only up to the applicable provincial or territorial adult minimum hourly wage in effect at the time of employment. For example, if a private sector employer pays a student \$12.00 per hour in a province where the minimum hourly wage is \$10.50, the contribution provided will be 50% of the minimum wage, i.e. \$5.25.

² Foreign students are not eligible.

3.4.2 Mandatory Employment Related Costs

Employers are required by law to pay the Mandatory Employment Related Costs (MERCs) for their employees. These costs include Employment Insurance premiums, Canada or Quebec Pension Plan contributions, vacation pay, Workers' Compensation premiums or equivalent liability insurance (if applicable), health insurance and parental insurance premiums in Quebec and Ontario, the Health and Post-Secondary Education Tax in Newfoundland and Labrador, and the Health and Education Levy in Manitoba.

For your information, payroll deductions tables can be found on the [CRA](#) website. Check with the appropriate provincial or territorial authorities to ensure that you have the most updated rate information.

Not-for-profit employers are eligible for reimbursement of Mandatory Employment Related Costs for up to 100% of the minimum hourly wage in the province or territory where the activities will take place. All other employers are not eligible for funding to cover Mandatory Employment Related Costs, in whole or in part.

3.4.3 Overhead Costs - Students with Disabilities

All employers may be eligible for additional funding of up to \$3,000 per student with disabilities to accommodate the student within the workplace. However, only personal tools and adaptations and professional support services (e.g. visual language interpreters) that the student requires to accomplish tasks covered under the agreement will be considered eligible.

3.5 Eligible Activities

The job must provide meaningful work experience for the student. It must not contribute to the provision of a personal service to the employer (e.g. the job must not involve gardening, domestic services, child care services, etc., for the employer).

To be eligible, the job must respect individual human rights in Canada, including the values underlying the *Canadian Charter of Rights and Freedoms* (Charter) as well as other rights. These include reproductive rights and the right to be free from discrimination on the basis of sex, religion, race, national or ethnic origin, colour, mental or physical disability, sexual orientation, or gender identity or expression.

The students must work in Canada for the entire duration of the approved funding period; work that takes place outside of Canada is ineligible.

3.6 Duration and Hours of Work

The duration of the job must be between six and sixteen weeks. Normally, these weeks are consecutive.

The employer is expected to provide employment for the number of weeks approved. If employment is less than the minimum six weeks duration, the employment may be deemed ineligible (i.e. costs may not be reimbursed).

Jobs must be full-time (i.e. from a minimum of 30 to a maximum of 40 hours per week). Any weeks during which the employer provides fewer than the minimum 30 hours of work may be deemed ineligible.

Under exceptional circumstances, students with disabilities or with other barriers to full-time employment are eligible to work part-time. If applicable, this must be discussed with Service Canada once your application has been approved and the student selected.

Depending on the number of applications and available funding, the agreement may be for fewer jobs, weeks and hours per week than requested in the application.

4.0 Developing your Application

Applications can be submitted online, by mail and in person.

IMPORTANT: Applications received by fax or email will not be considered. The application form is available on the [Service Canada Forms](#) website. It is essential that the form be duly completed and signed by an officer authorized to sign on behalf of the employer.

Following you will find explanation related to the questions on the application form.

NOTE: The questions in the online application are in a different order, but the same information is required.

4.1 Before You Start

You must carefully read this Applicant Guide and the [Articles of Agreement](#) before completing the application form. You should also read about the assessment process in section 5 of this guide in order to better understand how your application will be assessed.

IMPORTANT: Complete only one application form if all the jobs requested are within the same constituency. The location of the proposed activities determines the constituency, not your organization's address or location. Please note that if you submit multiple applications within the same constituency, your applications could be merged into a single application.

If you are applying for multiple jobs based in more than one constituency, a separate application form must be submitted for each constituency. To determine the constituency in which the activities will take place, consult the [Elections Canada](#) website.

To complete your application form, you will need the following information:

- Legal name of your organization;
- Common name of your organization (if different from the legal name);
- Canada Revenue Agency (CRA) business number;
- Email address of the contact person;
- Mailing address of your organization;
- Number of full-time employees working in Canada;
- Date that your organization was created; and,
- Local priorities of the constituency in which the activities will take place.

While completing the application form, be prepared to answer several questions and to provide detailed information about the job being created, such as:

- the job titles and the number of students for which you are requesting funding;
- a full description of the job's tasks and responsibilities, the plans for supervision and mentoring and health and safety practices in the workplace;
- the hourly wage rate to be paid to the students; and,
- the hourly contribution that you are requesting from Employment and Social Development Canada (ESDC).

The attestation is required for the application to be considered complete and eligible for assessment.

4.2 Part A – Employer Information

1. CRA Business Number

Indicate the 15-character number that the CRA assigned to your organization.

Note: In order to complete an online application, you will need a business number. To obtain a business number, consult the [CRA](#) website. If you do not have a business number in time to apply, you may proceed by using the paper application form. However, you will need to provide a CRA business number before your application can be considered for funding.

2. Legal Name

Indicate the legal name of your organization that is associated with your CRA business number. If it is an acronym and it is not known provincially or territorially, indicate the legal name in full.

If your application is approved, the signed agreement returned to you will form a legally binding agreement with the Government of Canada and any payments issued will be made out to this name. Please note that payments will be issued using only the first 44 characters.

3. Operating (Common) Name

Indicate the common name of your organization if it is different from the legal name or if you want to specify a particular department or branch. If it is an acronym and it is not known provincially or territorially, indicate the common name in full.

4. Telephone Number

Indicate the telephone number of your organization.

5. Employer Type

Check the box that best describes your organization. In the case of a CRA-registered not-for-profit, the employer type is determined by the source of its operating revenues and to whom it must account for its activities. For example, a not-for-profit with the majority of its revenues from government sources may in fact be deemed “public” for the purpose of applying for CSJ funding (e.g. a municipal library).

If you disagree with a Service Canada decision regarding the employer type, you must demonstrate in writing how and from whom the organization receives its operating revenue as well as how and to whom it must account for its activities.

6. Name and Telephone Number of Employer Contact Person

The contact person must be a person with whom Service Canada can communicate regarding your application or any consequent agreement. This individual must be fully informed on both the application and the proposed activities.

7. Email Address of Employer Contact Person

The inbox for this email address should be monitored regularly since this email address will be used to send you information regarding CSJ and your application including the approval or rejection of your application.

8. Preferred Language of Communication

Indicate the language in which you wish to communicate and in which you wish to receive correspondence.

9. Year the Organization was Established

Enter the year, month and day that your organization began operations.

10. Organization's Mandate

Indicate your organization's mandate and also provide a summary of its main activities.

The core mandate of your organization must respect individual human rights in Canada, including the values underlying the Canadian Charter of Rights and Freedoms as well as other rights. These include reproductive rights and the right to be free from discrimination on the basis of sex, religion, race, national or ethnic origin, colour, mental or physical disability, sexual orientation, or gender identity or expression.

11. Number of Full-Time Employees Working in Canada

Indicate the total number of full-time employees working for your organization across the country (not only those working in your branch). Full-time employees are those who work 30 hours or more per week.

If there are only part-time employees working for your organization, enter "0".

12. Mailing Address of Employer

Indicate your organization's mailing address to which all correspondence will be sent, including any payments.

13. Address of the Location of the Proposed Activities

Indicate the main address where the student will be working if this address is different from the mailing address. This address cannot be a post office box (PO Box); it must be a civic address.

If the proposed activities will take place in multiple locations, you must ensure that these locations are in the same constituency. To determine the constituency, consult the Elections Canada website. Indicate all the other addresses where the student will be working. These addresses cannot be post office boxes (PO Box); they must be civic addresses. If the locations of the proposed activities are in multiple constituencies, a separate application must be submitted for each constituency.

Important: The employer must offer the job within the constituency for which the application is submitted. This includes cases where the student will work remotely, at a personal premises (e.g. employer's home), or away from the supervisor's location, or from somewhere else outside of a traditional workplace. Essentially, the location where the student will perform the job duties must be within the constituency for which the application is submitted. If the location of the proposed activities changes after you submit your application or after you are approved for funding (e.g. once the student is recruited and the remote work location can be confirmed), you must inform Service Canada. If the change occurs after you are approved for funding, Service Canada and the employer must both agree on the change, otherwise the job may be considered ineligible for funding.

If the work will be performed remotely, at a personal premises (e.g. employer's home), or away from the supervisor's location, or from somewhere else outside of a traditional workplace, the employer is responsible for ensuring that the location respects provincial

laws and municipal by-laws in regards to work being performed in a non-commercial building or area (e.g. maximum number of employees). The application also has to demonstrate a strong supervision plan to ensure the student is well supported and will have a meaningful summer work experience.

14. The activities of your organization focus on the provision of services in the community

Check the applicable boxes. Ensure that you have already provided your organization's mandate and adequately summarized its main activities (see above, #10 Organization's Mandate) in order to substantiate how your organization focuses on the provision of these services.

15. Are the proposed activities directed at members of an Official Language Minority Community?

An Official Language Minority Community is one in which the official language spoken is not the majority official language in the province or territory. For all provinces and territories except Quebec, the majority official language is English.

Applications will be assessed to determine if the proposed activities are directed toward the members of, and support the vitality of, an Official Language Minority Community. To qualify as supporting the vitality of and assisting in the development of an Official Language Minority Community, the **job must require the use of the minority language**. The description of the tasks and responsibilities of the job **must highlight** how it is directed at members of an Official Language Minority Community.

The tasks and responsibilities of the job must require that the student use the minority language:

- in day-to-day internal operations;
- for external operations or for responding to external demands (customer service);
- for communications activities, such as preparing written material, video, audio or web-based information; or,
- for promoting community development or cultural activities, museums, guided tours, festivals or theatre, as well as other activities related to tourism.

Note: During the assessment, points are awarded if the proposed activities are directed at members of, and support the vitality of, an Official Language Minority Community. Please refer to section 5.2 for more information.

16. Have you applied or will you apply for other sources of funding for the job requested?

Please refer to Section 12.1(c) of the Canada Summer Jobs Articles of Agreement before checking the applicable box.

If you answered "yes" and if the Canada Summer Jobs funding that is requested is in excess of \$100,000, you must complete Section 8.1 of the Canada Summer Jobs Articles of Agreement and attach it to your paper application.

17. Does your organization owe any amount to the Government of Canada?

Please refer to Section 12.1(e) of the Canada Summer Jobs Articles of Agreement before checking the applicable box.

If you answered “yes”, you must indicate the amount owing, the nature of the debt and the department or the agency to which the amount is owed.

18. If an amount is owed, is a payment plan in place?

Indicate if an arrangement was made for repayment (for each amount owing).

4.3 Part B – Job Details

In this section, you must describe, **in order of priority**, the jobs you are requesting and you must provide separate information for each different job title. If you intend to hire more than one student for the same job title, describe it only once.

If you are applying for more than three different job titles and you are applying using a paper application, you must copy an entire Job Details page for each additional job title and attach it to your application when submitting it. If there is not enough space to appropriately answer a question, you may answer it on a separate sheet and attach it to your application when submitting it.

Each student hired using CSJ funding must be assigned to one of the jobs approved by Service Canada. The details of the job (e.g. job title, hourly wage and tasks and responsibilities, etc.) must be the same as the job details specified in your application. **If you want to change a job detail, you must contact Service Canada to obtain approval for the changes prior to instituting these changes.**

19-21. Job Title

Indicate the title of each job for which you are requesting funding and indicate the hourly wage, including the contribution from ESDC and any other sources of funding being used to be paid to the student, employers must pay at least the adult minimum wage in effect at the time of the employment based on provincial regulations. A job is considered different when at least one of the following details varies: job title, tasks and responsibilities, hourly wage, number of weeks, number of hours per week or desired level of education of the student. Salaried jobs need to be calculated as an hourly wage rate.

As of November 2017, the adult minimum wage rates for the summer of 2018 were known to be: Alberta: \$13.60; British Columbia: \$11.35; Manitoba: \$11.15; New Brunswick: \$11.00; Newfoundland and Labrador: \$11.00; Northwest Territories: \$12.50; Nova Scotia: \$10.85; Nunavut: \$13.00; Ontario: \$14.00; Prince Edward Island: \$11.25; Quebec: \$11.25; Saskatchewan: \$10.96; and Yukon \$11.32. Increases are expected in some provinces/territories. Use the applicable rate.

Tasks and Responsibilities

Indicate the tasks and responsibilities of the student. The description of the tasks and responsibilities should reflect how the job is directed at members of an Official Language Minority Community and how it supports the provision of services to the community, if applicable. It should also reflect how the job supports one or more local priorities and/or national priorities, if applicable. The local priorities that have been established for the constituency in which the proposed activities will take place can be found on the CSJ website. The national priorities can be found in section 2 Introduction.

The tasks and responsibilities of the job must respect individual human rights in Canada, including the values underlying the Canadian Charter of Rights and Freedoms (Charter) as well as other rights. These include reproductive rights and the right to be free from discrimination on the basis of sex, religion, race, national or ethnic origin, colour, mental or physical disability, sexual orientation, or gender identity or expression.

If the tasks and responsibilities of the job change after you submit your application or after you are approved for funding, you must inform Service Canada. If the change occurs after you are approved for funding, Service Canada must approve of the change, as per section 21.1(1)(e) of the Articles of Agreement, otherwise the job may be considered ineligible for funding.

Supervision and Mentoring Plans

Indicate the supervision plan and mentoring plan. A plan for supervision is mandatory and must specify who will supervise the student, the nature of the supervision, the frequency of contact, etc. Supervision should be done on-site, but if this is not possible, indicate what mechanisms you will put in place to supervise the student, as per section 9.1(a) of the Articles of Agreement.

If the student will be working remotely, at a personal premises (e.g. employer's home), or away from the supervisor's location, or from somewhere else outside of a traditional workplace, you must ensure that there is sufficient training and supervision to support the student in obtaining a meaningful work experience. You must also ensure that the student can still benefit from the experience of working with others, building interpersonal skills, learning workplace protocols, etc. Your supervision plan should detail how this remote support will be provided and how the student will attain these benefits. This could entail, for example, a minimum of one contact per day from the supervisor (by phone, chat or video-conference), having someone available at all times during the student's work hours whom they can contact for help or direction, involving the student in team meetings with others, etc. For remote work, Service Canada will consider each case on its merits, comparing the risks with the benefits for the student.

You must also indicate the mentoring plan, if applicable. A mentoring plan is a structured approach for helping the student develop basic skills such as problem-solving, decision-making and working with others, or specific skills associated with an occupation. The mentoring plan must describe how the student will be matched with the mentor as well as how the mentoring goals will be established and achieved. Mentoring may also include other employability skills. For additional information, consult the Conference Board of Canada website.

Note: During the assessment, points are awarded if a plan for supervision or both a supervision plan and a mentoring plan are outlined. Please refer to section 5.2 Assessment Criteria for more information.

Health and Safety Practices in the Workplace

Indicate how you will ensure that the student is aware of good health and safety practices in the workplace. As per section 9.1(b)(c) of the Articles of Agreement, you are responsible for ensuring the job is carried out in a safe environment and for providing the student with all information concerning health and safety, including for a remote work location (e.g. personal premises or somewhere outside of a traditional workplace).

Note that the student **must** be covered by Workers' Compensation or equivalent liability insurance as per section 26 of the Articles of Agreement. If any student is going to operate or ride in a vehicle for job-related purposes you must also have adequate automobile insurance coverage. It is your responsibility to verify with your insurer whether your existing equivalent liability insurance (and automobile insurance, if applicable) applies to all the activities to be undertaken by the student and applies to all the locations where these activities will take place (e.g. personal premises).

If you are a not-for-profit employer and the proposed activities will take place in New Brunswick, Newfoundland and Labrador, Nova Scotia, Prince Edward Island or Quebec, Service Canada has a blanket agreement with a provincial commission or board in these provinces.

Desired Level of Education of the Student

Check the applicable box.

Will this job be a career-related work experience?

The term "career-related" means the job provides a student with work experience related to his/her current or future field of studies.

If the job is career-related, indicate one or more fields of academic studies related to the job for which you intend to hire a student, and demonstrate how the job is related to the current or future field of academic studies.

If applicable, specify how the job's tasks and responsibilities relate to the national priority of job opportunities in science, technology, engineering and mathematics (STEM) and/or information and communications technology (ICT), particularly for women.

Note: During the assessment, points are awarded if the job provides a career-related work experience for a post-secondary student, or it provides an early work experience for a high school student. Additional points are awarded for STEM/ICT jobs and for jobs that would provide women with work experience in these fields. For more information please refer to section 5.2 Assessment criteria.

Will your organization make special efforts to hire a priority student?

Priority students are students with disabilities, Indigenous students, students who are members of visible minorities and students who are new immigrants/refugees.

Check the applicable box.

If your organization will make special efforts to hire a priority student, indicate your recruitment plan to hire the priority student including the sources or mechanisms for recruitment. Your recruitment plan should also detail the agencies that will be contacted who serve priority students (e.g. Indigenous friendship centres, Service Canada offices and community youth centres). If you have already identified a priority student, indicate it.

You will be expected to make all reasonable recruitment efforts to hire a priority student and to document these efforts. Should your application be approved, your recruitment and hiring plans may be monitored to determine whether they reflect what you stated in your application.

If you hire a student with disabilities, you may be eligible for additional funding of up to \$3,000 per student to accommodate the student in the workplace. Only personal tools and adaptations and professional support services (e.g. visual language interpreters) required by the student in order to accomplish the tasks and responsibilities of this job will be considered eligible. If applicable, this can be discussed with Service Canada once your application has been approved, the student selected and the needs identified.

Note: During the assessment, points are awarded if the employer intends to hire a priority student. Please refer to section 5.2 Assessment Criteria for more information.

The tasks and responsibilities of this job support the provision of services in the local community.

Check the applicable boxes.

Your description of the tasks and responsibilities of the job must clearly reflect how it supports the provision of one or more of these services.

Note: During the assessment, points are awarded if the tasks and responsibilities of the job support the provision of one or more of these services. Please refer to section 5.2 Assessment Criteria for more information.

Does this job support a local priority?

Indicate one or more local priorities supported by the job. The description of the tasks and responsibilities of the job must highlight how it supports one or more local priorities.

The local priorities that have been established for the constituency in which the proposed activities will take place can be found on the CSJ website.

Note: During the assessment, points are awarded if the tasks and responsibilities of the job support one or more local priorities. Please refer to section 5.2 Assessment Criteria for more information.

4.4 Calculation of Employer's Total Cost Including Contribution Requested

If you are applying for more than three different job titles and you are applying using a paper application, you must copy the Calculation of Employer's Total Cost Including Contribution Requested page and attach it to your application when submitting it. Once you have entered all the information for all the job titles, indicate the total of the columns in the "Total" line at the bottom.

22(a). Job Title

Indicate the job title for each job for which you are requesting funding. The job titles should be listed in the same order as in the Job Details section.

22(b). Number of Students Requested

Indicate the number of students you are requesting for each job title.

22(c). Anticipated Start Date

Indicate the date that you want the student to begin employment. The earliest start date is Monday, April 23, 2018. Please note that the job's latest end date is Saturday, September 1, 2018.

You cannot hire the student before receiving the approval by Service Canada and the student cannot start the employment before the start date approved by Service Canada. If a student is hired prior to the approval by Service Canada, this indicates that you would have hired the student without the CSJ contribution. This makes the costs associated with the student ineligible for reimbursement as per section 12.1(g) of the Articles of Agreement.

22(d). Number of Weeks

Indicate the number of weeks that the student will be required to work; it must be between six and sixteen weeks.

22(e). Number of Hours per Week

Indicate the number of hours per week that the student will be required to work; between 30 and 40 hours per week.

22(f). Hourly Wage to be Paid to the Student

Indicate the hourly wage including the contribution from ESDC and other sources to be paid to the student.

As of November 2017, the adult minimum wage rates for the summer 2018 were known to be: Alberta: \$13.60; British Columbia: \$11.35; Manitoba: \$11.15; New Brunswick: \$11.00; Newfoundland and Labrador: \$11.00; Northwest Territories: \$12.50; Nova Scotia: \$10.85; Nunavut: \$13.00; Ontario: \$14.00; Prince Edward Island: \$11.25; Quebec: \$11.25; Saskatchewan: \$10.96; and Yukon \$11.32. Increases are expected in some provinces/territories. Use the applicable rate.

Note: During the assessment, points are awarded if the hourly wage paid to the student is above the minimum wage. Please refer to section 5.2 Assessment Criteria for more information.

Important: The employer is responsible for paying the student and for making the necessary pay-related remittances to the Canada Revenue Agency, in accordance with labour regulations in the province or territory where the employment is located, and as per section 28 in the Articles of Agreement.

22(g). ESDC Hourly Wage Rate Contribution

Indicate the hourly wage that would be covered by ESDC.

Not-for-profit employers are eligible to receive funding for up to 100% of the provincial or territorial adult minimum hourly wage. Public and private sector employers are eligible to receive funding for up to 50% of the provincial or territorial adult minimum hourly wage. For more information, please refer to section 3.4.1 Wage Contribution.

22(h). MERCs Requested

Not-for-profit employers are eligible for reimbursement of MERCs for up to 100% of the adult minimum hourly wage in the province or territory where the activities will take place. All other employers are not eligible for funding to cover MERCs, in whole or in part. For more information, please refer to section 3.4.2 Mandatory Employment Related Costs.

If you are covering MERCs, indicate "0".

Note: During the assessment, points are awarded if a not-for-profit sector employer pays the MERCs. For more information please refer to section 5.2 Assessment Criteria.

22(i). Total Contribution Requested from ESDC

Indicate the total contribution requested from ESDC by using this formula: (Total Number of Hours x ESDC Hourly Wage Rate Contribution) + MERCs Requested.

If you are applying online, this total will be calculated automatically.

22(j). Total Employer Contribution

Indicate the total amount of the contribution you will pay towards hiring a student by using this formula: (Total Number of Hours x Hourly Wage to be Paid to the Student) - Total Contribution Requested from ESDC. If you are applying online, this total will be calculated automatically.

Will you require an advance payment to pay the student should your application be approved?

If you are a not-for-profit sector employer, check the box, if applicable. Private and public sector employers are not eligible to receive an advance to pay the student.

The conditions under which advances may be provided are outlined as per section 6 of the CSJ Articles of Agreement. The maximum advance that may be obtained is 75% of the total value of the agreement.

Important: If your application is approved, you must submit the Employer and Employee Declaration form for each student before Service Canada can issue an advance payment. This form must be completed on the first day of work and must be returned to Service Canada within seven days of the student beginning employment.

4.5 Attestation and Signature

23. to 28. Attestation and Signature of Employer

Should your application be approved, the Application/Agreement form (paper or online) becomes the agreement with the Government of Canada. The organization will then be subject to the Canada Summer Jobs Articles of Agreement. The organization agrees under this agreement to provide the job at the hourly wage, for the number of hours per week and the number of weeks described in the Calculation of Approved Canada Summer Jobs Contribution Amount document. This document will be included in the approval package. The submission of an application does not constitute an agreement. An official agreement between the organization and the Government of Canada exists only once an **application is approved and an agreement is signed by Service Canada**.

Therefore, it is important that an authorized person signs the application or submits the online application. Please read Section 31 of the Articles of Agreement prior to signature.

When submitting your application, you are asked to check the box “I attest” to confirm that:

- You have read and understood the CSJ Articles of Agreement and referred to the Applicant Guide as needed;
- The job would not be created without the financial assistance provided under a potential contribution agreement;
- Both the job and the organization’s core mandate respect individual human rights in Canada, including the values underlying the Canadian Charter of Rights and Freedoms as well as other rights. These include reproductive rights and the right to be free from discrimination on the basis of sex, religion, race, national or ethnic origin, colour, mental or physical disability, sexual orientation, or gender identity or expression; and

- You have all the necessary authorities, permissions and approvals to submit this application on behalf of yourself and the organization.

NOTE: That an organization is affiliated with a religion does not itself constitute ineligibility for this program.

NOTE: The attestation is required for the application (submitted on a paper form or online) to be considered complete and eligible for assessment. If you are submitting your application online, you must check this box in order to proceed, otherwise the system will not allow you to continue. If you are submitting a paper application you must check this box in order for your application to be assessed.

Should an application or a project not be compliant with program eligibility and/or the Articles of Agreement, your project may not be funded.

The provision of false and misleading information would affect the eligibility and funding may be revoked.

Important: Depending on the number of applications and available funding, the agreement may be for fewer jobs, weeks and hours per week than requested in the application.

If you are submitting your application online, you must click on the "Submit" button to submit your application once you have printed and reviewed your application. A confirmation number confirming successful receipt of your online application will be generated by the system. In addition, a signature may be required later.

5.0 Assessment Process

Applications will be assessed in terms of both eligibility and assessment criteria.

5.1 Application Checklist

Each application will be checked against the following criteria. Items 1 to 5 are eligibility criteria. The remaining criteria will be confirmed for each application before it can be recommended for funding.

1. Was the application received or postmarked on or before February 9, 2018?
2. Has the application form been fully completed and signed by an authorized representative of the organization?
3. Is the employer an eligible recipient under the program's Terms and Conditions and other eligibility criteria?
4. Is the duration of the requested job between 6 and 16 consecutive weeks?
5. Is the job full-time (i.e. 30 to 40 hours per week)?
6. Has the employer declared that other sources of funding will not be used to duplicate funding provided by ESDC for the job outlined in the application?
7. If the contribution requested is more than \$100,000, has the employer declared the amount and the source of funding from other sources?

8. Are the job's activities eligible (i.e. they do not contribute to the provision of personal service to the employer)?
9. Does the student's proposed salary meet the provincial or territorial minimum wage requirements with respect to the location of the proposed activities?
10. Has the employer declared that he owes money to the Government of Canada?
11. Has the employer described how he will ensure that the student will be made aware of proper health and safety practices in the workplace, including for remote work locations (e.g. personal premises)?
12. Has the employer attested that that the job would not be created without the financial assistance from this program and that the job and the core mandate of the organization respect individual human rights in Canada, including the Canadian Charter of Rights and Freedoms (i.e. ticked the "I attest" box on the paper application)?
13. If applicable, are all ESDC files associated with this employer free of any documentation that would render this application non-acceptable, based on documented evidence from previous agreements with the Department?

5.2 Assessment Criteria

Each eligible application will be assessed against the following seven assessment criteria, which also account for the national priorities; a score will be applied accordingly. Local priorities within the second assessment criterion are defined for each constituency; therefore, each application within a constituency will be assessed against the same local priorities.

It is important that you demonstrate a clear link between the job tasks and responsibilities and the following assessment criteria.

For applications that include multiple different job titles, each job title will be scored separately and a final score will be established for the application.

1. Job supports the provision of services in the community:

- To persons with disabilities
- To newcomers to Canada (including Syrian refugees)
- To Indigenous peoples
- To members of visible minorities
- To persons who are homeless or street-involved
- To other groups with social or employment barriers including literacy and numeracy
- To children or youth
- To seniors
- To the LGBTQ2 community
- Related to environmental protection
- Related to crime prevention
- Related to public health or safety
- Related to cultural development or historical preservation

Scoring Guide:

0 points – No job activity focuses on the provision of community services listed in this criterion.

5 points – Some job activities are directly or indirectly focused on one or more community services.

8 points – All job activities are directly or indirectly focused on one or more community services.

- 2 additional points are to be awarded to organizations that provide services and/or supports for the LGBTQ2 community, in keeping with the established national priorities for CSJ 2018.
- 2 additional points are to be awarded if the job is provided by a small business. This is in recognition of the contribution of small businesses to the creation of jobs and their identification as a national priority.

Example

- The Coordinator will work at a day camp offered by a religious organization and deal directly with children; the Coordinator will be responsible for organizing and overseeing play times, crafts, learning activities, field trips, etc.
- The Event Assistant of *ABC-LGBTQ2 Inc.* will support the planning of their annual conference.
- The Educational Support Work Assistant in a private day care within the community.

2. Job supports local priorities

Priorities reflecting the local realities will be identified with the following categories:

- Special events (sporting, cultural or other events of a local, provincial, territorial, national or international scale)
- Location (such as rural, remote or high unemployment areas)
- Sector (such as small businesses, tourism and agriculture)

Note: Local priorities may be added after the application period has begun to ensure responsiveness to unforeseen circumstances or events.

Scoring Guide:

0 points – Not focused on a local priority.

2 points – Indirectly focused on one or more local priorities.

5 points – Directly focused on one or more local priorities.

Example

- Local priority: Organizations that provide programs and services to the LGBTQ2 community.
- The Outreach Assistant will develop material to promote programs and services available to people who identify themselves as lesbian, gay, bisexual, transgender, queer, and two spirit (LGBTQ2).

3. Job provides career-related work experience OR early work experience

For jobs designated for post-secondary students, points are awarded based on the degree to which the requested job would provide career-related skills to the students. For jobs in the STEM/ICT fields, points are awarded based on the degree to which the work experience will be STEM/ICT-related. Jobs identified for secondary school students are recognized as an early work experience.

Scoring Guide:

0 points – No link between the job and the targeted field of studies
2 points – Some link between the job and the targeted field of studies
4 points – Direct link between the job and the targeted field of studies
OR
2 points – Employer indicates that they are planning to hire a secondary school student.

- 2 additional points are to be awarded if there is a direct link between the job and STEM/ICT work experience, in keeping with the established national priorities for CSJ 2018.
- 1 additional point is to be awarded if the employer intends to hire a woman in a STEM/ICT work experience, in keeping with the established national priorities for CSJ 2018.

Note: “Some link” refers to a general connection between the job and the targeted field of studies. “Direct link” refers to a clear and logical connection between the job.

Example

- The Web Technician will be responsible to update our website and create online profiles for social media. The job requires a post-secondary student in a related field of studies such Management Information Systems who can do web coding and is knowledgeable of social media. The employer also indicates that he/she intends to recruit a woman for the position.

4. Salary offered contributes to the student’s income

Points are awarded to employers offering a salary above the minimum wage and to employers from the not-for-profit sector offering to pay the MERCs.

Scoring Guide:

0 points – Employer offers to pay the minimum wage.
2 point – Employer offers a salary above the minimum wage **or** an employer from the not-for-profit sector offers to pay the MERCs.
3 points – Employer from the not-for-profit sector offers to pay the MERCs **and** offers a salary above the minimum wage.

Example

- Employer is not-for-profit and will pay the student \$14 per hour (i.e. \$1 more than the provincial/territorial minimum wage). The employer will also be paying the MERCs.

5. Employer provides supervision and mentoring

Points are awarded to employers that have a supervision plan or both supervision and mentoring plans.

A plan for supervision must specify who will supervise the student, what the nature of the supervision will be, the frequency of contact, etc. Supervision should be done on-site, but if this is not possible, the employer must indicate what mechanisms will be put in place to supervise the student.

A mentoring plan is a structured approach for helping the student develop basic skills such as problem-solving, decision-making and working with others, or specific skills associated with an occupation.

Scoring Guide:

2 points – Plan for supervision.

3 points – Plan for supervision and plan for mentoring.

Example

- The student will undergo a week of workplace orientation and job-related training, and will then be assisted by a mentor. The mentor will work closely with the student during the first two weeks of the project. The mentor will then have daily contacts with the student for the remaining weeks to promote problem-solving and decision-making skills. Throughout the assignment, daily supervision will be provided by the unit's manager. At the end of the project, the manager will conduct a formal performance evaluation with the student and will provide him/her with a written report.

6. Project activities are directed toward members of and support the vitality of an Official Language Minority Community

Points are awarded to projects with activities directed toward members of and support the vitality of an Official Language Minority Community.

Scoring Guide:

0 points – No activity described in the job's tasks and responsibilities is directed towards members of or support the vitality of an Official Language Minority Community.

2 points – Some of the activities included in the job's tasks and responsibilities are directed towards members of or support the vitality of an Official Language Minority Community (in keeping with the established national priorities for CSJ 2018).

5 points – All the activities included in the job's tasks and responsibilities are directed towards members of or support the vitality of an Official Language Minority Community (in keeping with the established national priorities for CSJ 2018).

Example

- The Newspaper Assistant will support the Editor of our French newspaper that serves the residents of a French-speaking community in the province of New Brunswick. The Assistant will format and edit newspaper content, and will translate written materials as required. The language of the workplace is French, and 90% of the business is conducted in French.

7. Employer intends to hire a priority student

Points are awarded to employers that intend to hire a priority student, including youth who are in underrepresented groups. Priority students are students with disabilities, Indigenous students, students who are members of a visible minority and students who are new immigrants/refugees.

Points are also awarded to employers that have already identified a priority student.

Scoring Guide:

0 points – Employer has no intention of hiring a priority student.

2 point – Employer has the intention of hiring a priority student, but no recruitment plan has been established (in keeping with the established national priorities for CSJ 2018).

5 points – Employer has the intention of hiring a priority student **and** recruitment plan has been established **or** a priority student has already been identified (in keeping with the established national priorities for CSJ 2018).

Example

- The Outreach Assistants will promote Indigenous culture and art to area residents. The employer intends to hire Indigenous students for the Outreach Assistant job. The jobs will be posted in university, community college, employment centres, and at the Indigenous Friendship Centre. Band Councils in the area will also be contacted and the job will also be posted on Job Bank.

6.0 Approval Process

All assessed applications within a constituency will be ranked according to their assessment score, and a list of recommended projects will be established. Each Member of Parliament will receive the list of projects recommended for their constituency and is offered the opportunity to validate the list.

Service Canada will inform you of the status of your application starting in April. All decisions on rejected or approved applications (according to budget availability) will be confirmed in writing (i.e. by email or by mail).

Application/Agreement

If your application is approved, the “Calculation of Approved Canada Summer Jobs Contribution Amount” document signed by an appropriate delegated authority for Canada will be returned to you, along with other appropriate forms.

If you submit your application through the online process, please be informed that a signature may be required at a later date.

Decisions regarding the assessment of applications are final; there is no recourse. However, Service Canada will provide you with the name of a contact person to address any questions you may have regarding your application. Please note that successful employers may be randomly selected for inspections and audits as per section 17.2 of the Articles of Agreement.

7.0 Privacy Notice Statement

The information you provide is collected under the authority of the *Department of Employment and Social Development Act*. Completion is voluntary; however, refusal to provide information will result in your application not being considered for funding. The information will be used to determine your eligibility for CSJ, its administration and for subsequent evaluation and accountability purposes. The information you provide may also be used for policy analysis and/or research purposes. In order to conduct these activities, various sources of information under the custody and control of the Department may be linked.

The information you provide will also be shared with your respective Member of Parliament to ensure local priorities are considered and the list of projects is validated and to notify employers whose CSJ funding application has been approved. Information will be disclosed in accordance with the *Privacy Act* and *Department of Employment and Social Development Act*.

Personal information is administered in accordance with the *Privacy Act* and other applicable laws. You have the right to the protection of, and access to, your personal information. It will be retained in Personal Information bank HRSDC PPU 293. Instructions in obtaining this information are outlined in the government publication available online, entitled Info Source.

Please note you can withdraw your application after submitting it.

8.0 Contact Us

For more information, call 1-800-935-5555 (TTY: 1-800-926-9105) or visit a Service Canada Office.



Government
of Canada

Gouvernement
du Canada

[Home](#) → [Employment and Social Development Canada](#) → [Funding](#) → [Funding: Canada Summer Jobs – Overview](#)

Supplementary Information

To help answer questions on eligibility for Canada Summer Jobs funding, the following supplementary information addresses the applicant organizations and the core mandate referred to in the attestation section of the application:

- **Organization:** This is the entity that is directly applying to use CSJ funding.
- **Core mandate:** This is the primary activities undertaken by the organization that reflect the organization's ongoing services provided to the community. It is not the beliefs of the organization, and it is not the values of the organization.
- **Respect:** Individual human rights are respected when an organization's primary activities, and the job responsibilities, do not seek to remove or actively undermine these existing rights.

The CSJ program will not fund organizations whose primary activities:

- involve partisan political activities; or
- do not respect – seek to remove or actively undermine – established individual human rights in Canada.

Examples

Examples are illustrative and are provided to assist organizations in determining and attesting to their eligibility to apply:

- Example 1: An organization whose primary activities are focused on removing, or actively undermining existing women's reproductive rights, applies for funding. This organization would not be eligible to apply.
- Example 2: A faith-based organization with anti-abortion beliefs applies for funding to hire students to serve meals to the homeless. The organization provides numerous programs in support of their community. The students would be responsible for meal planning, buying groceries, serving meals, etc. This organization would be eligible to apply.
- Example 3: A faith-based organization that embraces a traditional definition of marriage but whose primary activities reduce social isolation among seniors applies for funding to hire students. The students would be responsible for developing and delivering programs to all seniors, regardless of sexual orientation, gender identity or expression. This organization would be eligible to apply.
- Example 4: A summer camp submits an application to hire students as camp counselors. However, the camp does not welcome LGBTQ2 young people. The camp is not eligible to apply.
- Example 5: A faith-based organization with anti-abortion beliefs that operates a summer camp for disadvantaged youth applies for funding to hire students as camp counselors. The students would be responsible for developing programs for the youth, including leadership and skills development. This organization would be eligible to apply.

Date modified:

2018-01-23

THIS IS EXHIBIT "C"
referred to in the Affidavit of
Rhea Lynne Anderson
Sworn before me this 25
day of April A.D. 2018
Laurie Spath
A Commissioner in and for the Province of Alberta

LAURIE SPATH
My Commission Expires
January 13, 2020

accounting@a-1irrigation.com

From: trevor.moser@servicecanada.gc.ca
Sent: February 9, 2018 10:25 AM
To: accounting@a-1irrigation.com
Subject: Missing information on your Canada Summer Jobs application
Attachments: ESDC-EMP5396A.pdf



Rhea Lynne Anderson
Cecil Fritz Corp

Project Number: 001555741

Thank you for applying for funding under the Canada Summer Jobs program. The essential requirements listed below are missing from your application, and therefore we are unable to determine your organization's eligibility or the eligibility of the activities proposed in your application:

The signatory must check the "I attest" box to confirm eligibility and add his/her initials next to the box.

Please note that supplementary information has been provided on the Canada Summer Jobs website that helps answers questions on eligibility for Canada Summer Jobs funding, and also addresses the applicant organizations and the core mandate referred to in the attestation section of the application.

In order to determine the eligibility of your organization and its proposed activities, you must provide us with the above essential missing requirements within **10 business days** following the date of this correspondence. **If you fail to respond within the above specified timeframe, your application will be deemed incomplete and will therefore not be eligible for assessment.**

Decisions on the outcomes of the Canada Summer Jobs application process are final. However, if you have any questions concerning your application, please contact me at 1-800-548-2375.

Please include your project number in all future correspondence.

Sincerely,

Service Canada
270, 220 4 Ave SE
Calgary, AB T2G 4X3
W-T-SUMMER-ETE-GD@servicecanada.gc.ca

THIS IS EXHIBIT "...D..."
referred to in the Affidavit of
Rhea Lynne Anderson
Sworn before me this ...25...
day of ...April... A.D. 2018.
[Signature]
A Commissioner in and for the Province of Alberta

LAURIE SPATH
My Commission Expires
January 13, 2020

Re: Missing information on your Canada Summer Jobs application

2018-02-10 11:05 AM

From: "A-1 Irrigation & Technical Services" <accounting@a-1irrigation.com>

To: <trevor.moser@servicecanada.gc.ca>

Good Day Trevor Moser,

Please be advise we will not be checking the "I attest" box on the Canada Summer Job's Application. It is unconstitutional for the Government of Canada to require a specific prescription of personal beliefs to qualify for Government Funding. The Government of Canada has no issues deducting tax dollars from ALL Canadian's regardless of thought or belief. Possibly Mr. Trudeau may want to change his coined phrase "diversity is our strength" to something more accurate, such as "submit or suffer the consequences".

It is unfortunate that due to the Government of Canada's narrow view, a young person will miss out on an opportunity to learn and gain a truly unique work experience.

Rhea Lynne Anderson
Financial Manager

A-1 Irrigation & Technical Services

1 Mile North of hwy 1 overpass, on secondary hwy 873

P.O. Box 1357

Brooks, Alberta

T1R 1C3

403-362-7651

www.a-1irrigation.com

Attachments:

- image001.png

THIS IS EXHIBIT ".....E....."

referred to in the Affidavit of

Rhea Lynne Anderson

Sworn before me this25.....

day ofApril.....A.D. 2018

[Signature]
.....
A Commissioner in and for the Province of Alberta

LAURIE SPATH

My Commission Expires

January 13, 2020