

**FEDERAL COURT**

**B E T W E E N :**

**BCM INTERNATIONAL (CANADA) INC.**

**Applicant**

**- and -**

**CANADA (MINISTER OF EMPLOYMENT, WORKFORCE DEVELOPMENT AND  
LABOUR, and THE ATTORNEY GENERAL OF CANADA)**

**Respondent**

**AFFIDAVIT OF LARRY CHUPA**

I, Larry Chupa, of Lindsay, Ontario, SWEAR THAT:

1. I am an employee of BCM International (Canada) Inc. ("BCM"), the Applicant 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 the same to be true.
2. I served as the Camp Director at Mill Stream Bible Camp and Retreat Centre ("Mill Stream") for 18 years. I have recently stepped down from that role and now serve as the Facilities and Project Manager for Mill Stream.
3. My wife and I have served in ministry with BCM since 2001, with all of this time being spent at Mill Stream. My wife and I have been supported entirely by voluntary donations, which individuals and churches send to BCM specifically designated for our support. We are not paid from funds donated for the operations of Mill Stream.
4. My wife and I greatly enjoy serving at Mill Stream helping provide young people, many from underprivileged backgrounds, with a summer experience full of fun, recreation and hope.

### Description of Mill Stream

5. Mill Stream is a Christian youth camp, operating since 1946, located approximately 9 kilometers south-west of Omemee, Ontario, on the Pigeon River. Mill Stream operates summer camps during the months of July and August for youth aged 5 to 15. Mill Stream welcomes all campers, regardless of their personal characteristics, religion or ethnicity.
6. Mill Stream's mission as stated on the homepage of its website (attached as **Exhibit "A"** to this Affidavit) is as follows:

Mill Stream Bible Camp & Retreat Centre is a Bible-based, non-denominational organization. We are dedicated to developing Christian character in young people and leadership skills in youth and adults, through spiritual, physical, mental and social experiences in a camping environment and through our summer programs. We provide flexible programs, therefore giving exposure to new areas of interest and providing an atmosphere of fun, fellowship and Christian living.

7. Camp activities include basketball, volleyball, Red Cross swimming lessons, canoeing, kayaking, archery, games, swimming, drama, crafts, music, dance, gymnastics, puppeteering, musical theatre, scrapbooking, calligraphy and rock-climbing. See Mill Stream Summer Camp Info attached as **Exhibit "B"** to this Affidavit.
8. Also at Mill Stream, BCM hosts an overnight camp for teenagers and young adults with special needs, including those with severe physical and developmental disabilities, called Handi\*Camp. See Handi\*Camp brochure attached as **Exhibit "C"** to this Affidavit.
9. Mill Stream accommodates campers who do not have the ability to pay any or all of the camp fee through a camper sponsorship program. Parents apply for financial assistance which is funded by donations from churches and individuals.
10. Mill Stream has been a fully accredited member of the Ontario Camps Association since 1965. See certificate attached as **Exhibit "D"** to this Affidavit. Mill Stream is also certified by the the Canadian Red Cross Water Safety Services and The Melanoma Network of Canada.
11. Mill Stream has a zero-tolerance policy for harassment or discrimination against any staff or campers. Any complaints of bullying or harassing behavior is dealt with promptly according to Mill Stream's Abuse/Harassment Prevention Policy (attached as **Exhibit "E"** to this Affidavit). This Policy is reviewed in detail with staff during staff training.

12. In my 18 years at Mill Stream, only one staff person has complained of harassing or discriminatory behavior. All those involved were interviewed, along with witnesses. After an investigation, the offending person, a staff member, was dismissed.
13. Mill Stream takes safety very seriously. All employees are required to complete the online courses concerning the Ontario Accessibility Disability Act, WHMIS/GHS and the Ontario Occupational Health and Safety Act. Staff also complete onsite training in the following areas: fire safety, emergency procedures, use of specific equipment and use of chemicals. Finally, all staff are also trained on risk management in areas they are responsible for and are closely supervised during their training period with on-going feedback.

#### BCM's Canada Summer Jobs Applications from 2011 to 2017

14. The Canada Summer Jobs ("CSJ") Program is delivered by Employment and Social Development Canada and falls under the Youth Employment Strategy. See Government of Canada CSJ information from Canada.ca attached as **Exhibit "F"** to this Affidavit. It provides wage subsidies to employers to create employment for youth aged 15 to 30.
15. BCM has successfully applied for CSJ grants for Mill Stream from 2011 to 2017. From 2011 to 2017, BCM received a total of \$29,939 in CSJ grants for positions at Mill Stream. In total, 11 summer jobs have been created at Mill Stream by the CSJ Program.
16. On February 15, 2017, I completed and submitted a Canada Summer Jobs ("CSJ") application form (attached to this Affidavit as **Exhibit "G"**). Our application requested funding for the following positions for summer students:
  - Assistant Program Coordinator
  - Female Section Leader
  - Male Section Leader
  - Activity Coordinator
  - Maintenance Leadhand
  - Cabin Leader
17. Without any further questions from Service Canada, our 2017 CSJ application was fully approved. See email from Service Canada, dated April 28, 2017, attached as **Exhibit "H"** to this Affidavit. By the time our application was approved however, some of the eligible students had taken other summer jobs. Consequently, we were not able to hire summer students for all the positions, specifically the Male Section Leader and the

Activity Coordinator. For 2017, BCM received a total of \$9,576.00 for the four summer students who were employed at Mill Stream that summer.

18. The CSJ grants have allowed Mill Stream to give summer jobs to students and have provided us with quality staff for important positions for running our summer camp and serving campers.
19. Several of the students we have previously hired with CSJ grants have utilized their camp experience serving children and have gone on to become teachers, social workers, and daycare workers or are currently enrolled in programs in order to support child development or mental health facilitation.

#### BCM's Canada Summer Jobs Application for 2018

20. For the 2018 CSJ Program, the government required all groups applying for a CSJ grant to sign the following compulsory attestation ("2018 Compulsory Attestation"):

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.

21. Well over a thousand applications to the CSJ Program were denied, compared to less than 200 in prior years. See National Post article attached as **Exhibit "I"** to this Affidavit. Through my connections with other camp directors, I am personally aware that many summer camps in Ontario were denied their 2018 CSJ applications on account of their refusal to sign the attestation.
22. On January 24, 2018, I completed and submitted a CSJ application form (attached to this Affidavit as **Exhibit "J"**). On account of BCM's sincere religious beliefs, I could not sign the expansive 2018 Compulsory Attestation.
23. In place of affirming the 2018 Compulsory Attestation, I stated:

On the basis of conscience, we are unable to express the words that the Minister has required in the Applicant's Guide. We are, however, able to attest that "we support all Canadian Law, including Human Rights Law". We believe that the Minister does not have the jurisdiction under law to compel us to make a statement that conflicts with our conscience rights under the Charter. Nor does the Minister have the right to compel speech

as a condition of receiving a financial benefit from the Government of Canada. We respectfully decline to make a statement that is inconsistent with our fundamental personal beliefs about the value of life and the right to life under section 7 of the Charter. Please confirm you will accept our application with the above noted statement in substitution for the statement set forth in the application process in the Applicant's Guide.

24. Consequently, in its application, because BCM did not affirm the 2018 Compulsory Attestation, BCM's 2018 Application was denied. See rejection email dated June 1, 2018, attached as **Exhibit "K"** to this Affidavit.
25. As a result of the denial of BCM's 2018 CSJ Application, Mill Stream was unable to hire summer students to fill the necessary positions, and instead had to cut staff positions. We also had to drastically reduce our programming costs, by not purchasing items for camper activities, not replacing old equipment and not improving activity areas.

#### BCM's Canada Summer Jobs Application for 2019

26. For 2019, the government modified the CSJ Application form (see 2019 CSJ Application Form attached as **Exhibit "L"** to this Affidavit). In the 2019 Application form, the Minister replaced the 2018 Compulsory Attestation with the following required attestation:
- Any funding under the Canada Summer Jobs program will not be used to undermine or restrict the exercise of rights legally protected in Canada
27. Further, the government published a 2019 Applicant's Guide ("Applicant's Guide") (attached as **Exhibit "M"** to this Affidavit).
28. I submitted a CSJ grant application for Mill Stream on or around January 24, 2019 ("Mill Stream Application"). See Mill Stream Application attached as **Exhibit "N"** to this Affidavit. In the Mill Stream Application, I requested funding for six positions, similar to what I had successfully done in 2017.
29. On February 27, 2019, I received an email from Bijal Somani of Service Canada regarding the Mill Stream Application. See 2019 correspondence with Service Canada, attached to this Affidavit as **Exhibit "O"**). In this email, Service Canada stated that the Mill Stream Application was missing information or required clarification. The relevant portion of the email stated:

Your application is missing and/or requires clarification of an essential requirement in your application:

- Health and safety practices in the workplace

30. On February 28, 2019, I received an email from Tori Lee also with Service Canada regarding the Mill Stream Application. The relevant portion of the email stated:

Your application is missing and/or requires clarification of an essential requirement in your application:

- Other and/or Additional information: Training: Please confirm the duration of and compensation provided for all mandatory training for the requested jobs (listed below).

Male Section Leader  
Female Section Leader  
Assistant Program Coordinator  
Activity Coordinator  
Cabin Leader

31. On March 4, 2019, I responded to Bijal Somani's request for more information regarding health and safety practices at Mill Stream. In my reply, I listed the following health and safety practices at Mill Stream:

Health and Practices in the Workplace:

- 1) All employees are required to complete the following courses first and provide a certificate of completion (where available). These courses are usually completed online:
  - a. Ontario Accessibility Disability Act
  - b. WHMIS/GHS
  - c. Ontario Occupational Health and Safety Act Training
- 2) All employees complete onsite training the following areas [sic]:
  - a. Abuse/Harassment Prevention Policy
  - b. Fire Extinguisher Safety and Usage
  - c. Emergency Procedures
  - d. Use of specific equipment
  - e. Use of chemicals including MSDS sheets applicable to their job responsibilities
- 3) All employees are trained on risk management in the areas they are responsible for
- 4) All employees are supervised closely during their training period with on-going feedback, work inspection and mentoring to ensure all tasks are completed safely to ensure no hazards can cause harm or adverse affects [sic] in the workplace[.]

32. Also on March 4, 2019, I responded to Tori Lee's request for confirmation regarding compensation provided during the mandatory training. In my reply, I stated:

All positions would be at a minimum of 5 days of training paid at the same rate that would be received (if approved) by Canada Summer Jobs for each of the positions listed below:

- Male Section Leader  
Female Section Leader  
Assistant Program Coordinator  
Activity Coordinator  
Cabin Leader

33. Then on March 5, 2019, I received a further follow up email from Tori Lee, stating in relevant part:

Hi Larry,

Thank you for confirming, can you please provide the date(s) of the 5 day training for each position?

Male Section Leader  
Female Section Leader  
Assistant Program Coordinator  
Activity Coordinator  
Cabin Leader

34. On March 8, 2019, I responded to Tori Lee's request for confirmation regarding the dates of mandatory training. In my reply, I stated:

The date(s) of the 5 day training for each position:

Male Section Leader – May 6-10/19  
Female Section Leader – May 6-10/19  
Assistant Program Coordinator – May 6-10/19  
Activity Coordinator – May 27-31/19  
Cabin Leader – July 1-5/19

35. On May 2, 2019, I received an email from Jeff Sum, a Director at Service Canada, stating that the Mill Stream Application had been deemed ineligible. See email attached to this Affidavit as **Exhibit "P"**. The relevant portion of the email stated:

After a full assessment, your application has been deemed ineligible for the following reason(s):

The proposed project/activity is ineligible - Projects or job activities that restrict access to programs, services, or employment, or otherwise discriminate, contrary to applicable laws, on the basis of prohibited

grounds, including sex, genetic characteristics, religion, race, national or ethnic origin, colour, mental or physical disability, sexual orientation, or gender identity or expression.

36. Service Canada rejected the Mill Stream Application without specifying what it found objectionable about Mill Stream.
37. I believe that the projects and job activities listed in BCM's Mill Stream Application are eligible to participate in the 2019 CSJ Program. I further believe that the Mill Stream Application meets all relevant criteria.
38. As a result of the denial of our 2019 CSJ Application, Mill Stream was unable to attract enough Cabin Leaders to match our needs and subsequently denied over a dozen children the opportunity to attend camp this past summer.

#### Information Subsequently Received from the Government

39. On July 16, 2019, the government provided BCM with the "Certified Materials of the Respondent", providing "true copies of all the documents and other materials relevant to the Mill Stream Decision" (see cover and certification attached to this Affidavit as **Exhibit "Q"**).
40. The materials provided include minutes from the Escalation Committee meeting concerning BCM's CSJ application for Mount Traber Bible Camp which had been flagged by the government on the following basis:

During a domain search, NHQ flagged this organization due to their application for potential Youth workers. I reviewed the file and noticed the application that the organization has provided for the youth contains controversial church doctrine along with discriminating hiring practices based on church beliefs. The application also asks the Youth personal questions regarding their physical and mental health including medications and medical history.

See Escalation Committees Meeting Notes, March 1, 2019 attached to this Affidavit as **Exhibit "R"**).

41. The Certified Materials of the Respondent also include screenshots of the 2018 Mill Stream Summer Camp Staff Application, which includes some questions concerning Christian faith and conduct similar to those asked in the Mount Traber Staff Application (see screenshots attached to this Affidavit as **Exhibit "S"**).

42. In order for Mill Stream to fulfill its mission of developing Christian character in young people through spiritual, physical, mental and social experiences in a camping environment and through its summer programs, Mill Stream depends on staff and volunteers who have grown in Christian maturity and are thus able to help encourage the development of Christian character in young people.
43. Mill Stream's Camp Staff Application allows applicants to provide responses to questions about beliefs and practices fundamental to the Christian faith adhered to by Mill Stream as a Christian Bible camp and as a ministry of BCM. These questions provide an opportunity for BCM staff at Mill Stream to have a conversation with prospective staff and evaluate their ability to carry out the mission of Mill Stream in various camp roles. For example, an individual who is not prepared to lead in a spiritual role at the camp may thrive in a role that does not require that level of Christian maturity.
44. The fact that a government employee labeled the established Christian beliefs referenced in the 2019 Mill Stream Summer Camp Staff Application as "controversial church doctrine" indicates to me a misunderstanding of BCM's Christian beliefs or an antagonism towards Christianity.
45. It appears that Service Canada considered that asking these questions constituted "discriminating hiring practices based on church beliefs."
46. Unfortunately, no government representative notified us that the government objected to Mill Stream's staff application, and thus we had no opportunity to provide any explanation to the government concerning it.

#### Decision Causing Religious Summer Camps to be Deemed Ineligible for CSJ Funding

47. On July 16, 2019, the government provided BCM with materials responsive to BCM's request for all documents and other materials before the Minister informing her decision to deem ineligible any projects or job activities which:
- restrict access to programs, services, or employment, or otherwise discriminate, contrary to applicable laws, on the basis of prohibited grounds, including sex, genetic characteristics, religion, race, national or ethnic origin, colour, mental or physical disability, sexual orientation, or gender identity or expression;
- (see certification attached to this Affidavit as **Exhibit "T"**).

48. Among the materials provided is a Memorandum to the Minister of Employment, Workforce Development and Labour dated November 16, 2018 (“Memorandum”), setting out proposals concerning a revised attestation for the 2019 Canada Summer Jobs Program and proposing new “ineligibility criteria”: see memorandum attached to this Affidavit as **Exhibit “U”**. In terms of the “ineligibility criteria”, the Memorandum made two proposals:

**Option A: Ineligible Employers and Job Activities**

Ineligible Employers

- o Members of the House of Commons and the Senate;
- o Federal Government Departments and Agencies;
- o Provincial and Territorial Departments and Agencies;
- o Employers that engage in partisan political activities;
- o Employers who:
  - deny access to their programs or services, contrary to applicable laws, on the basis of prohibited grounds including sex, age, religion, race, national or ethnic origin, colour, mental or physical disability, sexual orientation, or gender identity or expression;
  - discriminate on the basis of prohibited grounds including sex, age, religion, race, national or ethnic origin, colour, mental or physical disability, sexual orientation, or gender identity or expression;
  - foster intolerance, discrimination and/or prejudice; or,
  - work to undermine or restrict a woman's access to sexual and reproductive health services.

Ineligible Job Activities

- o Projects consisting of activities that take place outside of Canada;
- o Activities that contribute to the provision of a personal service to the employer;
- o Partisan political activities;
- o Fundraising activities to cover salary costs for the youth participant
- o Job activities that:
  - restrict access to programs or services, contrary to applicable laws, on the basis of prohibited grounds including sex, age, religion, race, national or ethnic origin, colour, mental or physical disability, sexual orientation, or gender identity or expression;
  - discriminate on the basis of prohibited grounds including sex, age, religion, race, national or ethnic origin, colour, mental or physical disability, sexual orientation, or gender identity or expression;
  - foster intolerance, discrimination and/or prejudice; or,
  - work to undermine or restrict a woman's access to sexual and reproductive health services.

**Option B: Ineligible Employers, Work Environments and Projects  
(Recommended)**

Ineligible Employers:

- o Members of the House of Commons and the Senate;
- o Federal government departments and agencies;
- o Provincial and Territorial department and agencies; and
- o Organizations that engage in partisan political activities.

Ineligible Projects and Job Activities:

- o Projects consisting of activities that take place outside of Canada;
- o Activities that contribute to the provision of a personal service to the employer;
- o Partisan political activities;
- o Fundraising activities to cover salary costs for the youth participant
- o Projects and job activities that occur in work environments which:
  - restrict access to programs or services, contrary to applicable laws, on the basis of prohibited grounds including sex, age, religion, race, national or ethnic origin, colour, mental or physical disability, sexual orientation, or gender identity or expression;
  - discriminate, contrary to applicable laws, on the basis of prohibited grounds including sex, age, religion, race, national or ethnic origin, colour, mental or physical disability, sexual orientation, or gender identity or expression;
  - foster intolerance, discrimination and/or prejudice; or,
  - work to undermine or restrict a woman's access to sexual and reproductive health services.

Memorandum, page 10-11.

49. Option A involved consideration of whether employers “discriminate”, while Option B considered only whether the projects and job activities “discriminated”.

50. The government department recommended against Option A, stating in part:

Despite all of the program delivery improvements introduced this year related to screening and assessment, as well as enhanced monitoring and compliance activities, Option A risks identifying and assessing too many organizations as ineligible. **In the case of Option A, the Department anticipates that more faith-based employers would be deemed ineligible.**

- o Faith-based organizational governance models:
  - **Employers governed by or linked to faith-based organizations would disproportionately be deemed ineligible given potential links made by program staff to broader doctrine adhered to by faith based organizations. These decisions will in particular, affect applicants who, for example, belong to a faith based employer that runs a summer camp, daycare, or homeless shelter.**

...

While there was a reduction in the number of faith-based employers who applied in 2018 as compared to 2017, the approach outlined in Option A would likely

result in similar number of applicants, but an increased number of organizations deemed ineligible. While this would likely garner media attention, it should not have an impact on the department's ability to meet its target of 70,000 jobs.

...

Eligibility decisions made using the approach in Option B will be easier to operationalize and explain to applicants compared to Option A given they consider specific elements such as quality of the work environment as defined by the Laeken indicators and other research.

[Memorandum, pages 11 and 13, emphasis added]

51. In response to the department's recommendation, the Prime Minister and the Minister responded by changing the recommended Option B and importing scrutiny of restrictions on "employment", similar to Option A's scrutiny of "employers" which had been recommended against:

All,

Please find attached language that been approved by the Prime Minister and the Minister.

No, further action required.

Many thanks,

Sabina

...

Ineligible Projects and Job Activities:

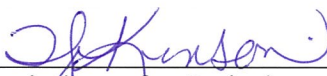
- Projects consisting of activities that take place outside of Canada;
- Activities that contribute to the provision of a personal service to the employer;
- Partisan political activities;
- Fundraising activities to cover salary costs for the youth participant
- Projects and job activities that occur in work environments which:
  - ~~restrict access to programs or, services, or employment, or otherwise discriminate, contrary to applicable laws, on the basis of prohibited grounds, including sex, age, religion, race, national or ethnic origin, colour, mental or physical disability, sexual orientation, or gender identity or expression;~~
  - ~~discriminate, contrary to applicable laws, on the basis of prohibited grounds including sex, age, religion, race, national or ethnic origin, colour, mental or physical disability, sexual orientation, or gender identity or expression;~~
  - ~~foster~~advocate intolerance, discrimination and/or prejudice; or,


- actively work to undermine or restrict a woman's access to sexual and reproductive health services.

See November 21, 2018, email and attachment, attached to this Affidavit as **Exhibit “V”**.

52. By specifically imposing scrutiny of restrictions on “employment”, it appears to me that the Prime Minister and the Minister acted with bias against faith-based organizations, including specifically summer camps, who they knew “would disproportionately be deemed ineligible given potential links made by program staff to broader doctrine adhered to by faith based organizations.” This appears to be exactly what happened to the Mill Stream Application, as now disclosed by the materials recently provided by the government. Service Canada’s program staff – acting under the very rule that the Prime Minister and Minister modified – denied Mill Stream’s eligibility to participate in the CSJ program, apparently on the basis of Mill Stream’s Camp Staff Application’s inclusion of questions concerning Christian beliefs and conduct.
53. Consequently, we believe that the Prime Minister, the Minister and the program staff at Service Canada have acted with prejudice against the doctrine of religious summer camps including Mill Stream.
54. I swear this Affidavit in support of the Notice of Application filed in this matter and for no improper purpose.

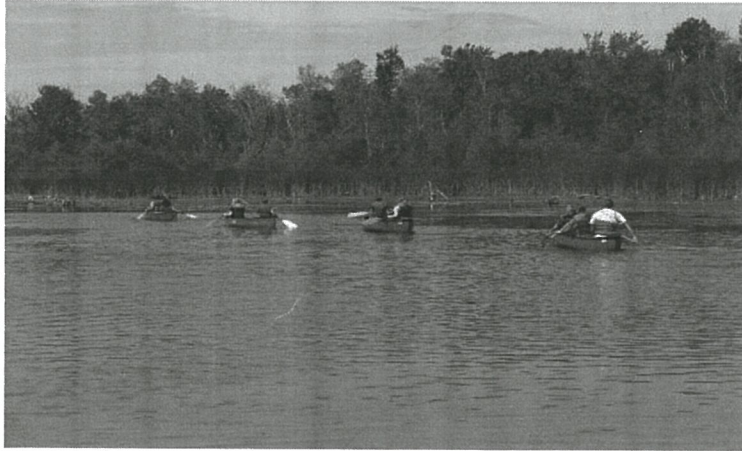
SWORN BEFORE ME at Lindsay ON Twp  
in the Province of Ontario, this 13<sup>th</sup> day  
of September, 2019.

  
\_\_\_\_\_  
Commissioner for Oaths in and  
for the Province of Ontario

  
\_\_\_\_\_  
LARRY CHUPA



## SUMMER CAMPS



## RETREAT CENTRE



*Are you looking for a great summer camp or retreat centre? Check us out!*

## Welcome to Mill Stream

*A Bible Learning Centre*

Mill Stream Bible Camp & Retreat Centre (formerly Crusaders Bible Camp) offers a variety of summer camps in July and August and has year round retreat facilities for ministering to youth and adults.

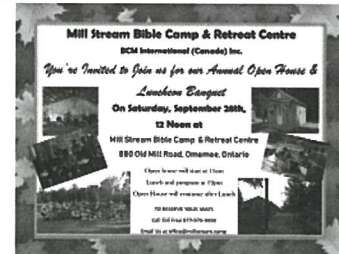
Mill Stream Bible Camp & Retreat Centre is a Bible-based, non-denominational organization. We are dedicated to developing Christian character in young people and leadership skills in youth and adults, through spiritual, physical, mental and social experiences in a camping environment and through our summer programs.

We provide flexible programs, therefore giving exposure to new areas of interest and providing an atmosphere of fun, fellowship and Christian living.

We encourage you to browse through our site and check us out!

## RECENT NEWS

- **SAVE THE DATE!**  
CLICK HERE to come to our Fall Open House & Luncheon Banquet on September 28th!

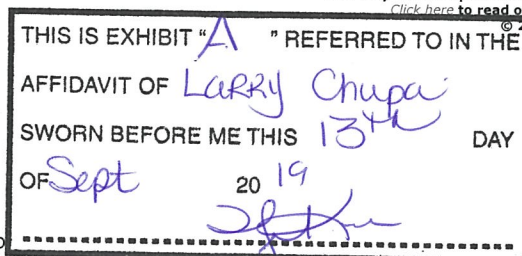


- CLICK HERE to read our latest newsletter for 2019
- See 2018 Summer Camp Photos [HERE!](#)
- See us featured in the December 2016 issue of [BCM WORLD MAGAZINE!](#)

A Message From  
Our Directors



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[Click here to read our Legal Statement](#)





HOME SUMMER CAMPS RETREAT CENTRE TRAINING NEWS & EVENTS OPPORTUNITIES SUMMER CAMP INFO A

GENERAL INFO CAMP ELECTIVES & ACTIVITIES

## SUMMER CAMP INFO

*Everything You Need To Know*

Mill Stream Bible Camp provides certified programs and is fully accredited to the Ontario Camps Association and is a member of the Canadian Camping Association, Christian Camping International.

Mill Stream is certified by the Canadian Red Cross Water Safety Services, T Society and now by the The Melanoma Network of Canada.

Please click on the icon links below for more information concerning these organizations.



## GENERAL INFO

Our Trekkin' and Trailblazin' Camps run from Sunday to Saturday  
 Beginnin' Camp runs from Sunday to Tuesday  
 Day Trekkin' Camp runs from Monday to Friday

### REGISTRATION

Registration is Sunday afternoon from **3:00 p.m. - 4:30 p.m.** Check out time is Saturday between 9:00 a.m. and 10:00 a.m. (except Beginnin' Camp).

Please leave ALL pets at home when dropping off or picking up campers.

Campers may spend \$2.75 (tax included) per day on snacks. This may be sent with registration fees. Books, clothing and other items may be purchased at scheduled times during the week and on Saturday morning.

Campers may give an offering out of their tuck money to the camp project.

A receipt, medical form, and clothing list will be mailed when the registration form and monies are received.

### CAMP STANDARDS

At Mill Stream Bible Camp, Christian living is taught by having fun and fellowship in a camping experience. To maintain an atmosphere where positive spiritual, physical, emotional and social growth may take place, we do not allow tobacco products, alcohol, drugs or knives on the property. In addition to this we do not allow campers to bring radios, music players (CD, MP3 players, iPods, etc.), pagers, cell phones, electronic games or pets.

All campers are required to be dressed modestly at all times.

Failure to obey these or any other camp rules could result in the camper being sent home without a refund.

### MEDICAL

Ross Memorial Hospital is

only 15 minutes from the camp. A nurse or qualified person holding a Red Cross or St. John Ambulance First Aid Certificate is on the grounds.

### PERSONAL BELONGINGS

At the end of summer, there is always a pile of campers belongings left at camp. This is an expensive waste for our campers (and their parents!) As a way to target the problem of lost belongings and a large lost and found collection, we are encouraging our campers to label all belongings.



We have partnered with Mabel's Labels, a company with all types of labels that are colourful, indestructable and fun! With a special 'camp pack' available and also a larger combo pack, your camper can label absolutely everything!

Go to  
[millstream.mabel.ca](http://millstream.mabel.ca).

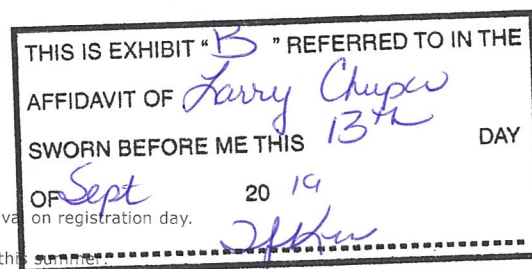
We look forward to sending campers home with ALL their belongings this summer!

## CAMP ELECTIVES & ACTIVITIES

We have a wide variety of Activities

Electives are chosen for Trekkin' Camps and Trailblazin' Camp upon arrival on registration day.

Here are some of the electives and activities we plan to offer this summer.



## Mill Stream Bible Retreat Centre - Summer Camp Info



We also do Various Sports, Special Meals & Banquets, Bible Stories, Trampoline and more...

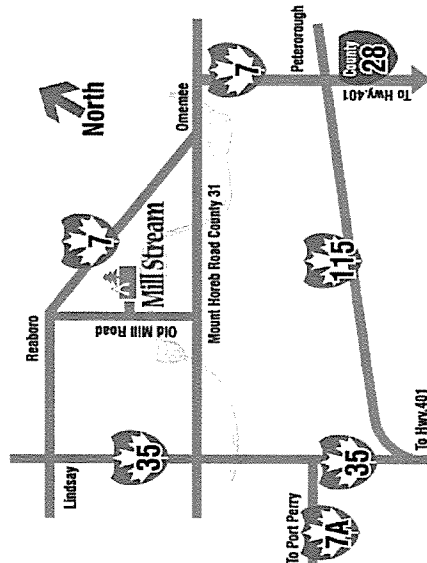
We make every effort to ensure a wide variety of electives are offered however cannot guarantee placement due to some space restrictions or staff availability.



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*Click here to read our Legal Statement*  
 © 2019



## Camp Location



Mill Stream Bible Retreat Centre  
880 Old Mill Road  
Omemee, Ontario

*The Bible and Christ-centered  
emphasis is presented and  
practiced at this Camp.*

Accredited by ~



Handi\*Camp, hosted by Mill Stream Bible Retreat Centre, will conduct an overnight camp program from July 30 to August 3, 2019 for teenagers/young adults with special needs. Each application is considered on an individual basis.

Handi\*Camp, is a ministry of Bible Centered Ministries a Bible-based, non-denominational charitable organization.

Handi\*Camp is dedicated to building up Christian character through spiritual, emotional and physical experiences in a safe and an accessible camp environment.

*We are now accepting registrations for  
Handi\*Camp 2019*

To register, simply contact us at:

Handi\*Camp

Attn: Daniel Barrette

70 Melvin Avenue

Hamilton, ON L8H 2J5

Phone: 905-549-9810

Toll Free: 1-877-272-9262

Fax: 905-549-7664

Or visit us at our website at

<https://bcmintl.ca/camping/handicamp/>

to obtain an application form.

*The camp fee for an overnight camp of 5  
days/4 nights is \$590 (tax included).*



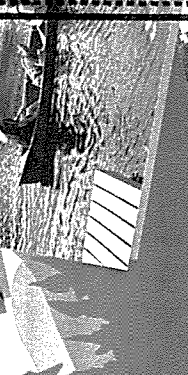
Bible Centered Ministries  
70 Melvin Avenue, Hamilton, ON L8H 2J5  
Phone: 905-549-9810  
Toll Free: 1-877-272-9262  
Fax: 905-549-7664  
Email: [mission@bcmintl.ca](mailto:mission@bcmintl.ca)  
Website: [www.bcmintl.ca](http://www.bcmintl.ca)

## Bible Centered Ministries

*Because Children Matter  
reaching children... serving the Church and the family*

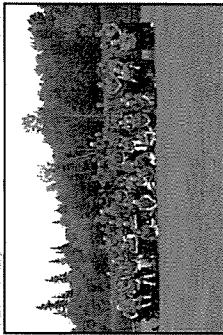
# HANDI\* CAMP

## July 30 - August 3, 2019



THIS IS EXHIBIT "C" REFERRED TO IN THE  
AFFIDAVIT OF *LARRY CAMP*  
SWORN BEFORE ME THIS *13th* DAY  
OF *Sept* 20 *19*

## Staff...



Handi\* camp is staffed by fun-loving, caring, godly men and women.

Summer staff members are hired as counselors and activity leaders only after undergoing a careful application and screening process. The program is planned and supervised by staff who have a variety of educational backgrounds and experiences working with people with disabilities.

Also, we provide a 1:1 staff/camper ratio when needed and care is taken to make sure that all staff are prepared and able to meet the physical needs of the campers. Camper safety in all aspects is our priority and is stressed to our staff during our pre-camp and during Handi\* Camp

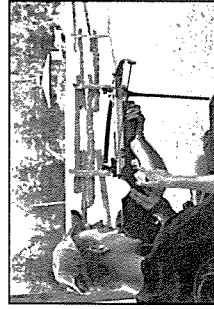


## Activities...

All aspects of the Handi\* Camp program are planned to meet the needs of our campers and adapted so that every camper can fully participate in each activity offered during camp.



Activities are planned to help campers enjoy a variety of experiences, discover their gifts and develop their abilities.

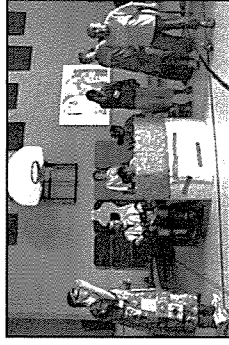


Time is set aside for campers to interact with one another to help meet their need for social interaction and peer fellowship.



## Learning...

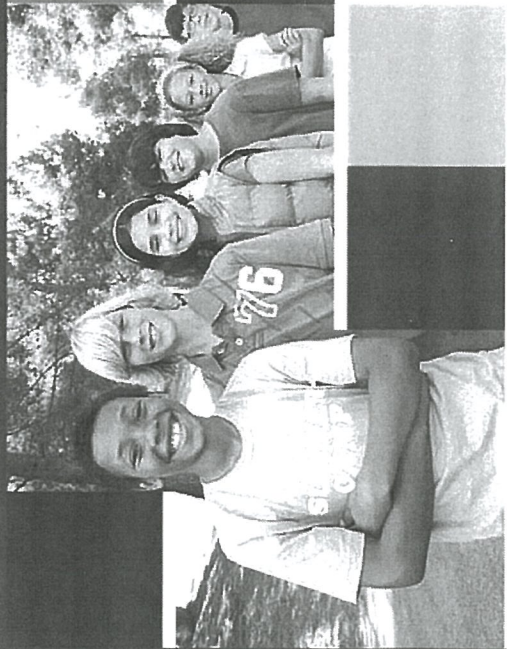
There is also an emphasis on meeting the spiritual needs of the campers through daily Bible classes, dramas, games and devotional times.



Each year we have an exciting new theme that is woven into the Bible lessons, group activities and special events.



Handi\* Camp is committed to creating an atmosphere where the campers are inspired to grow spiritually, physically, intellectually and socially through an environment of love, respect and encouragement



**ACCREDITED  
MEMBER**



Ontario Camps Association

# Ontario Camps Association

*A Member of the Canadian Camping Association*

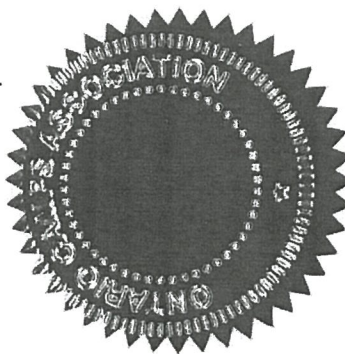
This is to certify that

## Mill Stream Bible Camp

has complied with the standards of the Ontario Camps Association and has met the requirements for accreditation.

**1968**

YEAR FIRST ACCREDITED



THIS IS EXHIBIT 1 "REFERRED TO IN THE

AFFIDAVIT OF Larry Chupac

SWORN BEFORE ME THIS 13th DAY

OF Sept 20 19

[Signature] PRESIDENT

Membership in the Association demonstrates this Camp's commitment to provide the best possible camping experience, and its ongoing concern with the health, safety and happiness of the children in its care.

Membership is also a mark of distinction - a symbol of professional status in the field of camping.

### ABUSE/HARASSMENT PREVENTION POLICY

This policy is for all volunteers and staff in the children and youth ministries at Mill Stream Bible Retreat Centre & Bible Camp to read and abide by.

#### INTRODUCTION

It is a privilege to have the opportunity to be involved in Christian ministry at Mill Stream Bible Retreat Centre & Bible Camp. It is imperative that the highest level of moral behaviour be observed by all involved in this ministry (Ephesians 3-7; 2 Corinthians 5:17-20). It is with this in mind that the following guidelines are given. Our desire is to prevent any abusive behaviour from occurring. We also wish and to do all that is possible to protect our staff and volunteers from false allegations. This policy covers all those in a position of authority, which involves leadership, counselling or instructing of other persons.



1. Each individual has the right to work in a professional atmosphere, which promotes equal opportunities and prohibits discriminatory practices, including sexual harassment.
2. At Mill Stream sexual harassment, whether verbal, physical, or environmental, is unacceptable and will not be tolerated. Sexual harassment in any situation is reprehensible and is in clear violation of Scripture.
3. All members of the Mill Stream community share responsibility for bringing about and maintaining an environment that is free of harassment.

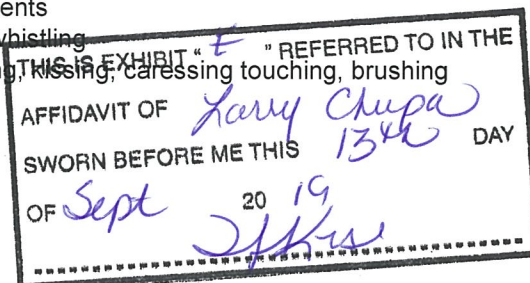
#### STATEMENT OF POLICY

1. Mill Stream Bible Retreat Centre & Bible Camp will not tolerate sexual, emotional or physical abuse of or by staff.
2. The Director/Administrator must be informed immediately of suspected offences.
3. All staff and campers can expect to be free of suggestive language and comments. There will be no sexual solicitation or advances made by any members of the staff, which includes suggestive language or comments, made directly or indirectly.
4. Any person filing a complaint can be assured that their privacy will be protected and respected by all involved. They can also be reassured that any person filing a complaint against any person who violates the policy will be supported.
5. Any allegations will be treated very seriously and will be dealt with in a timely, just, and compassionate manner.



#### DEFINITION OF ABUSE/HARASSMENT

1. Engaging in a course of vexatious comments or conduct that is known or ought reasonably to be known to be unwelcome.
2. When content or innuendo is made in a manner in which the initiator knows or ought to reasonably know is unwelcome or creates for that person an intimidating, hostile, offensive or otherwise uncomfortable working or learning environment.
3. Any situation that exceeds the bounds of freedom of expression as understood in Mill Stream's policies and accepted practices.
4. Sexual harassment is any comment or conduct, sexual in nature, whether directed toward a person of the opposite or same sex that is known to be, or should be reasonably known to be, unwanted and unwelcome. This may include, but is not limited to:
  - practical jokes
  - displaying pornographic and other offensive materials
  - flirtation or gestures
  - innuendos about someone's body, dress, or sex
  - intimidation or threats of reprisal if personal relationships or sexual advances are rejected
  - jokes about obscene printed, or visual material
  - materials that are considered offensive, threatening, or degrading
  - persistent leering or suggestive looks
  - pressure for a personal relationship or sex
  - sexual innuendos or propositions
  - sexually oriented "kidding" or "teasing" or obscene comments
  - suggestive comments, taunting, unwelcome remarks or whistling
  - unwanted or unnecessary physical contact such as patting, kissing, caressing touching, brushing against, grabbing, and pinching



### ABUSE/HARASSMENT PREVENTION POLICY (Cont.)

#### RESPONSIBILITIES & PROCEDURES

1. This policy covers all employees of Mill Stream. Mill Stream will not tolerate, condone, or allow sexual harassment, whether engaged in by fellow employees, leaders, camp management, outside clients, or other non-employees who conduct business with Mill Stream.
2. Mill Stream encourages the reporting of all harassment incidents, regardless of who the offender may be.
3. All supervisory personnel within the camp are responsible for eliminating any and all forms of harassment of which they are aware.
4. Mill Stream will not retaliate in any way against any individual making a report of harassment, nor will Mill Stream permit any supervisor, leader or employee to do so. Retaliation is a serious violation of this harassment policy and should be reported immediately.



#### REPORTING ALLEGATIONS OR COMPLAINTS

1. If a staff member or volunteer becomes aware of any alleged incident of this policy, it must be reported immediately to the Director/Administrator or his designee.
2. An investigation of the alleged reported incidents will be handled immediately, investigated and appropriate action taken through the Director/Administrator or his designee in a confidential manner so as to protect the privacy of persons involved.
3. Confidentiality will be maintained throughout the investigation process to the extent practical and appropriate under the circumstances.
4. In pursuing the investigation, the Director/Administrator or his designee will seek to consider the wishes of the complainant, but will thoroughly investigate the matter as appropriate under the circumstances.
5. The alleged offender will be made aware of the report and will be given an opportunity to respond and present witnesses if any are available.
6. Upon completion of the investigation of a harassment complaint, the Director/Administrator or his designee will recommend the appropriate action to be taken.
7. If the camp leadership concludes that harassment occurred, the harasser will be subject to appropriate disciplinary action, as described below.
8. In the event harassment cannot be substantiated, this finding will be communicated to the complainant in an appropriately sensitive manner. The complainant is always free to provide additional evidence for investigation.
9. If any party directly involved in a harassment investigation is dissatisfied with the outcome or resolution, that individual has the right to appeal the decision. The dissatisfied party should submit written comments in a timely manner to the Director/Administrator.
10. Employment conditions of the complainant and witnesses will be in no way adversely affected through use of this procedure.
11. Individuals found to have engaged in misconduct constituting any harassment will be disciplined, up to and including termination. Appropriate sanctions also may include written reprimand, referral to counselling and the withholding of pay.
12. If an investigation results in a finding that the complainant falsely accused another person of harassment, knowingly or in a malicious manner, the complainant will be subject to appropriate sanction, including the possibility of termination.



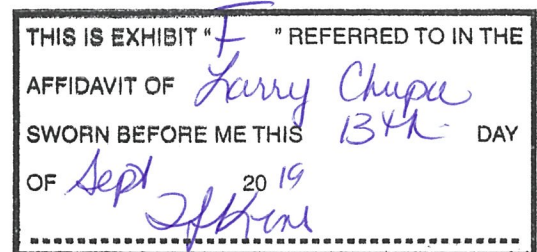
Government  
of CanadaGouvernement  
du Canada[Home](#) > [Employment and Social Development Canada](#)

# Backgrounder: Canada Summer Jobs 2019

From: Employment and Social Development Canada

## Backgrounder

### Canada Summer Jobs 2019



## Background

The Youth Employment Strategy (YES) is the Government of Canada's interdepartmental initiative that seeks to help young people aged 15 to 30 years gain the skills, abilities and work experience they need to find and maintain quality employment. Canada Summer Jobs (CSJ) is delivered by Employment and Social Development Canada and falls under the Youth Employment Strategy.

The objective of CSJ 2019 is the creation of quality work experiences for youth. This provides them with opportunities to develop and improve their skills, and improves access to the labour market for youth including those who face unique barriers.

The Government of Canada seeks to ensure that quality job placements occur in inclusive, safe and respectful work environments.

The hiring period for youth will start on April 23, 2019 and end on July 23, 2019.

## Eligibility Criteria

CSJ 2019 includes new expanded eligibility to include all youth aged 15 to 30, which means youth who are not students are now also eligible. This change has been made to complement the Government's renewal of the Youth Employment Strategy (YES), announced in Budget 2018. The modernized Youth Employment Strategy will embrace a “no wrong door” approach with the aim of ensuring that all young people have access to the supports they need, including enhanced supports for young people facing more serious barriers to joining and staying in the workforce.

## Participants

To be eligible, participants must:

- be between 15 and 30 years of age at the start of the employment;
- be a Canadian citizen, permanent resident, or person to whom refugee protection has been conferred under the *Immigration and Refugee Protection Act* 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.

International students are not eligible participants. International students include anyone who is temporarily in Canada for studies and who is not a Canadian citizen, permanent resident, or person who has been granted refugee status in Canada.

## Employers

Eligible Canadian employers are from the not-for-profit, public and private sectors. 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.

Ineligible Canadian employers are Members of the House of Commons and the Senate, Federal Government Departments and Agencies, Provincial and Territorial Departments and Agencies, and organizations that engage in partisan political activities.

## **Projects and Activities**

Ineligible projects and activities include:

- Projects consisting of activities that take place outside of Canada;
- Activities that contribute to the provision of a personal service to the employer;
- Partisan political activities;
- Fundraising activities to cover salary costs for the youth participant; or
- Projects or job activities that:
  - restrict access to programs, services, or employment, or otherwise discriminate, contrary to applicable laws, on the basis of prohibited grounds, including sex, genetic characteristics, religion, race, national or ethnic origin, colour, mental or physical disability, sexual orientation, or gender identity or expression;
  - advocate intolerance, discrimination and/or prejudice; or
  - actively work to undermine or restrict a woman's access to sexual and reproductive health services.

## **Budget Allocations**

- Each year, the Government invests over \$330 million in the Youth Employment Strategy. Through Budget 2016, the Government of Canada invested an additional \$339 million over three years starting in 2016–2017 to create up to 35,000 additional summer jobs under CSJ to double the number of job opportunities supported by the program.

- Additional investments were made through Budget 2017 (\$395.5M) and Budget 2019 (\$49.5M) to support the ongoing modernization of the YES.
- Through Budget 2018, the Government committed to providing an additional \$448.5 million over five years starting in 2018–19 to the YES. This funding supports the continued doubling of the number of job placements funded under the CSJ program in 2019–20 and provides additional resources for a modernized Youth Employment Strategy in the following years.
- Through CSJ 2018, the Government of Canada helped create over 70,000 quality summer jobs for youth, doubling the number of jobs created through CSJ 2015.

Search for related information by keyword: [EC Economics and Industry](#) | [ET Education and Training](#) | [LB Labour](#) | [PE Persons](#) | [PR Processes](#) | [Employment and Social Development Canada](#) | [Canada](#) | [Benefits](#) | [Business and industry](#) | [Jobs and the workplace](#) | [Money and finances](#) | [Aboriginal peoples](#) | [business](#) | [funding applicants](#) | [non-Canadians](#) | [parents](#) | [persons with disabilities](#) | [rural community](#) | [students](#) | [women](#) | [youth](#) | [backgrounders](#) | [Hon. Patricia A. Hajdu](#)

**Date modified:**

2019-04-23

**2017 CANADA SUMMER JOBS APPLICATION / AGREEMENT**

**Your online application was successfully submitted; your confirmation number is 0-14785943.** To print your confirmation number, use the print button of your web browser. Please keep this confirmation number for future reference purposes with Service Canada.

Your application will be assessed and you will be informed of its status at the end of April. Service Canada will confirm by email all decisions made concerning your application, whether it is approved or rejected.

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

Date modified: 2017-01-20

THIS IS EXHIBIT "G" REFERRED TO IN THE	
AFFIDAVIT OF	<i>Larry Chupa</i>
SWORN BEFORE ME THIS	<i>19<sup>th</sup></i> DAY
OF <i>Sept</i>	20 <i>19</i>
<i>Officer</i>	

## 2017 CANADA SUMMER JOBS APPLICATION SUMMARY

### 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 ninety (90) 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 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.

## 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 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 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; or
- e. the Employer has changed the tasks and responsibilities of the participant(s), as described on the Application/Agreement, without Canada's prior approval.

(2) If:

- a. an Event of Default specified in paragraph (1)(a) or (b) occurs; or
- b. an Event of Default specified in paragraphs (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 REPAYMENT 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.

Do you declare that you have read and understood the Applicant Guide and the Canada Summer Jobs Articles of Agreement and do you declare that the job would not be created without the financial assistance provided under a potential agreement? (Mandatory)

**Yes**

Province or territory in which the proposed activities will take place. (Mandatory)

**Ontario**

## 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 Canada Summer Jobs, 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 may also be shared with your respective Member of Parliament to ensure local priorities are considered and the list of projects is validated. 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 ESDC 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.

If, after reading this Statement, you prefer to submit your application using the paper application, the Application/Agreement form is available via the Canada Summer Jobs website.

Once you have started the online application, you will be able to cancel it at any time. If you cancel it, none of the information you have entered will be retained. By selecting "Yes, I agree", you are confirming that you have read and understood this Privacy Notice Statement and are now ready to provide information in accordance with it.

Do you, on behalf of the organization, agree with this Privacy Notice Statement? (Mandatory)

**Yes, I agree**

Canada Revenue Agency Business Number (Mandatory)

First Nine Digits: **106792120**  
Type of Account: **RR**  
Specific Account: **0001**

Legal Name of Employer (Mandatory)

**BCM International (Canada) Inc.**

Operating (Common) Name of Employer (Mandatory)

**Mill Stream Bible Camp & Retreat Centre**

Telephone Number of Employer (Mandatory)

Area Code: **705** Exchange: **799** Number: **6521** Extension:

Employer Type (Mandatory)

**Not-for-Profit**

Not-For-Profit Sector (Mandatory)

**Community, charitable or voluntary organization**

Name of Employer Contact Person (Mandatory)

**Larry Chupa**

Telephone Number of Employer Contact Person (Mandatory)

Area Code: **705** Exchange: **799** Number: **6521** Extension:

Email Address of Employer Contact Person (Mandatory)

**office@millstream.camp**

What year was the organization established? (Optional)

**1941**

Organization's Mandate (Mandatory)

**Summer Children & Youth Camps**

Number of Full-Time Employees Working in Canada (Mandatory)

**23**

Preferred Language of Communication - Spoken (Mandatory)

**English**

Preferred Language of Communication - Written (Mandatory)

**English**

Mailing Address of Employer (Mandatory)

Address 1: **880 Old Mill Road**

Address 2:

City: **Omeme**

Province: **Ontario**

Postal Code: **K0L2W0**

Will the address of the location of the proposed activities be different from the mailing address? (Mandatory)

**No**

The activities of your organization focus on the provision of services in the community: (Mandatory)

**to persons with disabilities**

**to persons who are homeless or street-involved**

**to children or youth**

**related to environmental protection**

**related to public health or safety**

Are the proposed activities directed at members of an Official Language Minority Community? (Mandatory)

**No**

Number of Jobs Requested (Mandatory)

**6**

Job Title (Mandatory)

**Assistant Program Coordinator**

Hourly Wage Rate (Mandatory)

**13.00**

Number of Weeks Requested (Mandatory)

**16**

Number of Hours per Week Requested (Mandatory)

**40.00**

Job Title (Mandatory)

**Female Section Leader**

Hourly Wage Rate (Mandatory)

**13.00**

Number of Weeks Requested (Mandatory)

**12**

Number of Hours per Week Requested (Mandatory)

**40.00**

Job Title (Mandatory)

**Male Section Leader**

Hourly Wage Rate (Mandatory)

**13.00**

Number of Weeks Requested (Mandatory)

**12**

Number of Hours per Week Requested (Mandatory)

**40.00**

Job Title (Mandatory)

**Activity Coordinator**

Hourly Wage Rate (Mandatory)

**12.50**

Number of Weeks Requested (Mandatory)

**10**

Number of Hours per Week Requested (Mandatory)

**40.00**

Job Title (Mandatory)

**Maintenance Leadhand**

Hourly Wage Rate (Mandatory)

**12.00**

Number of Weeks Requested (Mandatory)

**8**

Number of Hours per Week Requested (Mandatory)

**40.00**

Job Title (Mandatory)

**Cabin Leader**

Hourly Wage Rate (Mandatory)

**12.00**

Number of Weeks Requested (Mandatory)

**8**

Number of Hours per Week Requested (Mandatory)

**40.00**

Number of Students Requested (Mandatory)

**1**

Anticipated Start Date (Mandatory)

**2017 - 05 - 01**

Hourly Wage Requested from ESDC (Mandatory)

**11.40**

*Assistant Program*

Tasks and Responsibilities (Mandatory)

**Assisting in providing a balanced program of activities that promotes physical, spiritual, mental and social growth within a safe, challenging and enjoyable atmosphere. Must plan and assist in executing a balanced staff training program that will include all camp staff, Must supervise the camp skills program. Assist in providing direction for all program staff. Handle discipline situations for campers as directed by the Camp Director. Assist in developing leadership skills among staff within the weekly program. Help train and upgrade program staff.**

Supervision and Mentoring Plans (Mandatory)

**Supervision and Mentoring Plans (Mandatory)**

**The student is directly mentored and supervised by the Camp Director. The Director is involved with the training and assessment at all stages. The student will have daily contact with the Director and receive daily on-going feedback followed by weekly evaluations focusing on successes and expanded leadership goals for the following week.**

**Health and Safety Practices in the Workplace (Mandatory)**

**The student will receive Worker Health & Safety Awareness training which includes the Ontario Health & Safety Act, OADA and WHMIS training. The student is required to complete fire extinguisher and emergency management training which is completed on-site. The student is required to complete assignments on-line through Expert On-Line Training as assigned by the Director to continue their advancement for care and safety as a youth professional leader.**

**Desired Level of Education of the Student (Mandatory)**

**Post-Secondary**

**Will this job be a career-related work experience? (Mandatory)**

**Yes**

**Field of Studies (Mandatory)**

**Education, Psychology, Sociology - directly related to course study working with children and teens.**

**Will your organization make special efforts to hire a priority student? (Mandatory)**

**No**

**Do you wish for Service Canada to reimburse the Mandatory Employment Related Costs? (Mandatory)**

**No**

**The tasks and responsibilities of this job support the provision of services in the community: (Mandatory)**

**to persons with disabilities  
to persons who are homeless or street-involved  
to children or youth  
related to environmental protection  
related to public health or safety**

**Does this job support a local priority? (Mandatory)**

**No**

**Number of Students Requested (Mandatory)**

**1**

**Anticipated Start Date (Mandatory)**

**2017 - 06 - 05**

**Hourly Wage Requested from ESDC (Mandatory)**

**11.40**

#### Tasks and Responsibilities (Mandatory)

**In consultation with the Camp Director and Program Coordinator they will advise and direct Female Cabin Leaders in counselling responsibilities. This individual will assist in directing and supporting camp programs and be responsible to organize people and activities. They will support positive cabin living experiences by providing immediate response to Cabin Leaders requiring assistance or counsel campers when situations arise. They will monitor staff and camper programs to ensure maximum safety is attained and assist in camp activities when needed.**

#### Supervision and Mentoring Plans (Mandatory)

**The student is directly mentored and supervised by the Program Coordinator however the Camp Director is involved with the training and assessment at all stages. The student will have daily contact with the Program Coordinator and receive daily on-going verbal feedback. Weekly evaluations focusing on successes and expanded leadership goals for the following week will be conducted by the Camp Director. All training, supervision and tasks are completed on-site.**

#### Health and Safety Practices in the Workplace (Mandatory)

**The student will receive Worker Health and Safety Awareness training which includes Occupational Health and Safety Act, OADA and WHMIS training. The student is required to complete fire extinguisher and emergency management training which is completed on-site. The student is required to complete assignments on-line through Expert Online Training as assigned by the Director to continue their advancement for care and safety as a youth leader professional.**

#### Desired Level of Education of the Student (Mandatory)

**Post-Secondary**

#### Will this job be a career-related work experience? (Mandatory)

**Yes**

#### Field of Studies (Mandatory)

**Nursing - interaction with children, teens and parents while developing leadership and team skills. Education - directly related to course study working with children and teens.**

#### Will your organization make special efforts to hire a priority student? (Mandatory)

**No**

#### Do you wish for Service Canada to reimburse the Mandatory Employment Related Costs? (Mandatory)

**No**

#### The tasks and responsibilities of this job support the provision of services in the community: (Mandatory)

**to persons with disabilities  
to persons who are homeless or street-involved  
to children or youth  
related to environmental protection  
related to public health or safety**

#### Does this job support a local priority? (Mandatory)

**No**

#### Number of Students Requested (Mandatory)

**1**

Anticipated Start Date (Mandatory)

**2017 - 06 - 05**

Hourly Wage Requested from ESDC (Mandatory)

**11.40**

Tasks and Responsibilities (Mandatory)

*MALE SECTION*

**In consultation with the Camp Director and Program Coordinator they will advise and direct Male Cabin Leaders in counselling responsibilities. This individual will assist in directing and supporting camp programs and be responsible to organize people and activities. They will support positive cabin living experiences by providing immediate response to Cabin Leaders requiring assistance or counsel campers when situations arise. They will monitor staff and camper programs to ensure maximum safety is attained and assist in camp activities when needed.**

Supervision and Mentoring Plans (Mandatory)

**The student is directly mentored and supervised by the Program Coordinator however the Camp Director is involved with the training and assessment at all stages. The student will have daily contact with the Program Coordinator and receive daily on-going verbal feedback. Weekly evaluations focusing on successes and expanded leadership goals for the following week will be conducted by the Camp Director. All training, supervision and tasks are completed on-site.**

Health and Safety Practices in the Workplace (Mandatory)

**The student will receive Worker Health and Safety Awareness training which includes Occupational Health and Safety Act, OADA and WHMIS training. The student is required to complete fire extinguisher and emergency management training which is completed on-site. The student is required to complete assignments on-line through Expert Online Training as assigned by the Director to continue their advancement for care and safety as a youth leader professional.**

Desired Level of Education of the Student (Mandatory)

**Post-Secondary**

Will this job be a career-related work experience? (Mandatory)

**Yes**

Field of Studies (Mandatory)

**Parks & Recreation - directly related to course study working with children, teens and parents in an outdoor environment. Education - directly related to course study working with children and teens.**

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

**No**

Do you wish for Service Canada to reimburse the Mandatory Employment Related Costs? (Mandatory)

**No**

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

**to persons with disabilities  
to persons who are homeless or street-involved  
to children or youth**

**related to environmental protection**  
**related to public health or safety**

Does this job support a local priority? (Mandatory)

No

Number of Students Requested (Mandatory)

1

Anticipated Start Date (Mandatory)

2017 - 06 - 19

Hourly Wage Requested from ESDC (Mandatory)

11.40

Tasks and Responsibilities (Mandatory)

ACTIVITY COORDINATOR

In consultation with the Assistant Program Coordinator this individual will assist in the execution of a balanced program of activities that promotes physical, spiritual, mental and social growth within a safe, challenging and enjoyable environment. They will assist in the planning and development of the camp program and will supervise the camp skills program. They will execute the weekly camp program and the daily camp schedule. They are to ensure all the camp activities function correctly with maximum safety. They will provide direction and supervision for the activity leaders.

Supervision and Mentoring Plans (Mandatory)

The student is directly mentored and supervised by the Camp Director. The Director is involved with the training and assessment at all stages. The student will have daily contact with the Director and receive daily on-going verbal feedback followed by weekly evaluations focusing on successes and expanded leadership goals for the following week. All training, supervision and tasks are completed on-site.

Health and Safety Practices in the Workplace (Mandatory)

The student will receive Worker Health & Safety Awareness training which includes the Ontario Health & Safety Act, OADA and WHMIS training. The student is required to complete fire extinguisher and emergency management training which is completed on-site. The student is required to complete assignments on-line through Expert On-Line Training as assigned by the Director to continue their advancement for care and safety as a youth professional leader.

Desired Level of Education of the Student (Mandatory)

Post-Secondary

Will this job be a career-related work experience? (Mandatory)

Yes

Field of Studies (Mandatory)

Parks & Recreation - directly related to course study working with children, teens and parents in an outdoor environment. Nursing - interaction with children, teens and parents while developing leadership and team skills. Education - directly related to course study working with children and teens.

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

No

Do you wish for Service Canada to reimburse the Mandatory Employment Related Costs? (Mandatory)

No

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

to persons with disabilities

to persons who are homeless or street-involved

to children or youth

related to environmental protection

related to public health or safety

Does this job support a local priority? (Mandatory)

No

Number of Students Requested (Mandatory)

1

Anticipated Start Date (Mandatory)

2017 - 07 - 09

Hourly Wage Requested from ESDC (Mandatory)

11.40

MAINTENANCE

Tasks and Responsibilities (Mandatory)

In consultation with the Camp Director this individual will maintain general upkeep of grounds, buildings and equipment. They will contribute to staff training by orienting and training summer staff and volunteers. They will also correct hazardous conditions and complete repairs to equipment and buildings as may be needed or directed and to maintain equipment in operational condition. They will be required to co-ordinate and enforce operational and personnel policies and procedures.

Supervision and Mentoring Plans (Mandatory)

The student is directly mentored and supervised by the Camp Director. The Director is involved with the training and assessment at all stages. The student will have daily contact with the Director and receive daily on-going verbal feedback followed by weekly evaluations focusing on successes and expanded leadership goals for the following week. All training, supervision and tasks are completed on-site.

Health and Safety Practices in the Workplace (Mandatory)

The student will receive Worker Health and Safety Awareness training which includes Occupational Health and Safety Act, OADA and WHMIS training. The student is required to complete fire extinguisher and emergency management training which is completed on-site. The student is required to complete assignments on-line through Expert Online Training as assigned by the Director to continue their advancement for care and safety as a youth leader professional.

Desired Level of Education of the Student (Mandatory)

Secondary

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

Yes

Your organization will make special efforts to hire a priority student from which group? (Mandatory)

**Aboriginal student**

Recruitment Plan (Optional)

**I have already identified a priority student.**

Do you wish for Service Canada to reimburse the Mandatory Employment Related Costs? (Mandatory)

No

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

**to persons with disabilities****to persons who are homeless or street-involved****to children or youth****related to environmental protection****related to public health or safety**

Does this job support a local priority? (Mandatory)

No

Number of Students Requested (Mandatory)

1

Anticipated Start Date (Mandatory)

2017 - 07 - 09

Hourly Wage Requested from ESDC (Mandatory)

11.40

*Cabin Leader*

Tasks and Responsibilities (Mandatory)

**The cabin leader will live with a group of assigned campers and help each one to profit mentally, socially, physically and spiritually from the camping experience. They will acquaint each camper with the facilities and rules of the camp and be a life-style example to the campers. They must complete program activities as assigned or needed and ensure all program activities function with maximum safety. They must also plan activities that help all campers in the cabin group experience success and promote clear communication and unity among the campers and staff to avoid unnecessary problems. They are required to mentor junior staff members into understanding the need to develop team skills in cooperation with the camp leadership, and the organization and administration of the camp policies, procedures and programs. They will also handle discipline situations for campers (in consultation with the Section Leader).**

Supervision and Mentoring Plans (Mandatory)

**The student is directly mentored and supervised by the Program Coordinator however the Camp Director is involved with the training and assessment at all stages. The student will have daily contact with the Program Coordinator and receive daily on-going verbal feedback. Weekly evaluations focusing on successes and expanded leadership goals for the following week will be conducted by the Camp Director. All training, supervision and tasks are completed on-site.**

Health and Safety Practices in the Workplace (Mandatory)

**The student will receive Worker Health and Safety Awareness training which includes Occupational Health and Safety Act, OADA and WHMIS training. The student is required to complete fire extinguisher and emergency management training which is completed on-site. The student is required to complete assignments on-line**

**through Expert Online Training as assigned by the Director to continue their advancement for care and safety as a youth leader professional.**

Desired Level of Education of the Student (Mandatory)

**Secondary**

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

**Yes**

Your organization will make special efforts to hire a priority student from which group? (Mandatory)

**Aboriginal student**

Recruitment Plan (Optional)

**i have identified a priority student.**

Do you wish for Service Canada to reimburse the Mandatory Employment Related Costs? (Mandatory)

**No**

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

**to persons with disabilities**

**to persons who are homeless or street-involved**

**to children or youth**

**related to environmental protection**

**related to public health or safety**

Does this job support a local priority? (Mandatory)

**No**

The calculations for this application are based on the values you provided for each job.

A contribution of \$30096 has been requested from ESDC for this application.

Does your organization owe any amounts to the Government of Canada? (Mandatory)

**No**

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

**Yes**

By submitting your application, you declare that you have read and understood the Applicant Guide and the Canada Summer Jobs Articles of Agreement and declare that the job would not be created without the financial assistance provided under a potential agreement. (Mandatory)

**Yes**

Name of the Organization's Representative (Mandatory)

**Larry Chupa**

Position Title of the Organization's Representative (Mandatory)

**Director/Administrator**

**Marty Moore**

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**Subject:** Canada Summer Jobs Application / Agreement

**From:** SV-SF-CSOS [mailto:no-reply-aucune-reponse@hrsdc-rhdcc.gc.ca]

**Sent:** Friday, April 28, 2017 10:03 AM

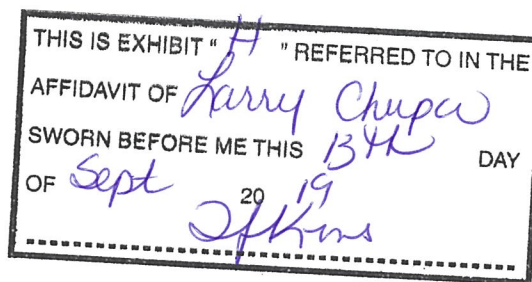
**To:** Larry Chupa

**Subject:** Canada Summer Jobs Application / Agreement

\*\*\*This is a system generated e-mail. Please do not reply\*\*\*

2017/04/28

Larry Chupa  
BCM International (Canada) Inc.  
880 OLD MILL ROAD  
OMEMEE ON K0L 2W0



**Project Number:** # 014778302

**Subject:** Canada Summer Jobs Application/Agreement

Sir or Madam:

We are pleased to inform you that we have approved your Canada Summer Jobs application for funding.

Please note that the amount we have approved for funding may differ from the amount you requested in your application. Attached you will find additional details on the approved job(s), duration of work and funding by consulting the enclosed signed "Calculation of Approved Canada Summer Jobs Contribution" document. If, for any reason, the conditions under which you proposed to hire the student(s) have changed, please advise me immediately.

Below are details about the documents that will be required as part of your agreement:

1. The signed "**Calculation of Approved Canada Summer Jobs Contribution**" document indicates the maximum amount of contribution funds available for this agreement. Only costs you incur for the period indicated are eligible for reimbursement. You are responsible for any costs you incur outside the agreement's start and end dates.
2. The **Employer Employee Declaration** form is used to validate the eligibility of the student you have hired, it must be completed and signed by both, you and the student on the first day of work. You are required to submit this document within seven days of the student beginning employment. It must be mailed in a sealed envelope and addressed to me at the address below. This form should never be submitted to us by email or fax as it contains personal information. **No advance or payment will be provided until Service Canada has received the Employer Employee Declaration form.**
3. The "**Are You In Danger?**" brochure provides a very important message concerning health and safety, and discuss it with them as part of their initial orientation. This discussion will be in addition to your workplace-specific health and safety orientation and training. Be sure to give all students a copy of this brochure.

4. The **Career Tool Factsheet** is an easy-to-use, web-based search tool that provides detailed information about the benefits of working in various occupations and helps students determine the education and training they need to pursue to get quality jobs. Be sure to give all students a copy of the Career Tool Factsheet.
5. The **Grants and Contributions Direct Deposit Request** form is used to request that payments be made via direct deposit. If you wish to have your payments made via direct deposit, you can send the completed form to Service Canada as soon as possible. This form should never be submitted to us by email or fax as it contains your financial information.
6. Once the project has ended, you will need to complete the **Payment Claim and Activity Report** form. This form is used to request payments and report on Canada Summer Jobs activities. You are required to return the completed and signed form to Service Canada no later than 30 days after the student completes his or her employment. This form should never be submitted to us by email or fax as it contains personal information. **If this document is not received within 30 days after the last student completes his or her employment, we may not reimburse you. We may also consider any advances we have issued as overpayments.**

If you indicated in your application that you intend to employ priority students, you are expected to apply due diligence and make all reasonable efforts to recruit these priority students. If you are having difficulties recruiting priority students, please contact me to obtain additional suggestions.

You will be expected to employ the students in the jobs described in the agreement, paying them, at a minimum, the amount you specified in your application and for at least the number of hours and weeks indicated in the agreement. Failure to meet the conditions of the agreement may lead to its termination. I would encourage you to review the articles of agreement included with the application you originally completed, since they are legally binding.

If you are interested in advertising your job vacancies, you may visit [www.jobbank.gc.ca](http://www.jobbank.gc.ca). Job Bank offers free job postings to employers, including job listings for students.

In addition, to make it easier to manage your contribution agreement, or to submit any potential funding requests, we strongly recommend the use of the Grants and Contributions Online Services (GCOS). Since it may take several business days to finalize a GCOS account, we encourage you to initiate the creation of your GCOS account as soon as possible.

GCOS is an online system that provides a secure environment to submit your documents such as:

- Application for funding
- Employer Employee Declaration
- Payment Claim and Activity Report
- Direct Deposit Request

If you have not yet registered for a GCOS account, you may visit [www.canada.ca/en/employment-social-development/services/funding/gcos](http://www.canada.ca/en/employment-social-development/services/funding/gcos) to start the process today.

If you have any questions, please contact me at (289) 247-1784.

Sincerely,

Ananiadis, Louisa  
Service Canada  
430 COURTNEY PARK DRIVE EAST

# Calculation of Approved Canada Summer Jobs Contribution Amount / Calcul de la contribution approuvée d'Emplois d'été Canada

NOTE: Each approved job can only be filled by one student./ Chaque emploi approuvé ne peut être comblé que par un(e) étudiant(e).

Project Number / Numéro du projet : 14778302  
 Business Number / Numéro d'entreprise : 106792120RR0001  
 Common Name / Nom usuel : Mill Stream Bible Camp & Retreat Centre  
 Legal Name / Nom légal : BCM International (Canada) Inc.

Job title / Titre du poste	No. of jobs / Nb de emplois	Start Date / Date de début	No. of weeks per job / Nb de semaines par emploi	Hrs. per week per job / Heures par semaine par emploi	Total hours / Total des heures	Hourly rate paid to student / Taux horaire payé à l'étudiant	ESDC hourly contribution rate / Contribution horaire d'EDSC	MERCs * / CSE*	Overhead costs / Frais généraux	Approved ESDC contribution / Contribution approuvée par EDSC:
Assistant Program Coordinator	1	2017/05/01	7	30	210	\$ 13.00	\$ 11.40	0	\$ 0.00	\$ 2,394.00
Activity Coordinator	1	2017/06/05	7	30	210	\$ 12.50	\$ 11.40	0	\$ 0.00	\$ 2,394.00
Female Section Leader	1	2017/06/05	7	30	210	\$ 13.00	\$ 11.40	0	\$ 0.00	\$ 2,394.00
Male Section Leader	1	2017/06/05	7	30	210	\$ 13.00	\$ 11.40	0	\$ 0.00	\$ 2,394.00
Cabin Leader	1	2017/07/04	7	30	210	\$ 12.00	\$ 11.40	0	\$ 0.00	\$ 2,394.00
Maintenance Leadhand	1	2017/07/04	7	30	210	\$ 12.00	\$ 11.40	0	\$ 0.00	\$ 2,394.00

\* MERCs = Mandatory Employment Related Costs / \* CSE = Charges sociales liées à l'emploi

Period during which the job is taking place / Période durant laquelle l'emploi aura lieu: 2017/MAY/01 - 2017/AUG/26

32. Approved ESDC contribution / Contribution approuvée par EDSC \$ 14,364.00	33. Signature on behalf of ESDC / Signataire pour ESDC :  Edoo, Annalisa	34. Position Title / Titre du poste :  Service Manager	35. Date :  2017/04/27
---	---	--	------------------------------

36. Amendment no. / No. de la modification : 0	37. Signature on behalf of the organization* (may be required) / Signataire pour l'organisme (pourrait être requis)  _____ _____ _____ _____	38. Position Title / Titre du poste  _____ _____ _____ _____	39. Date  _____ _____ _____ _____
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\*I certify that I am authorized to sign on behalf of the employer / J'atteste que je suis autorisé(e) à signer au nom de l'employeur.

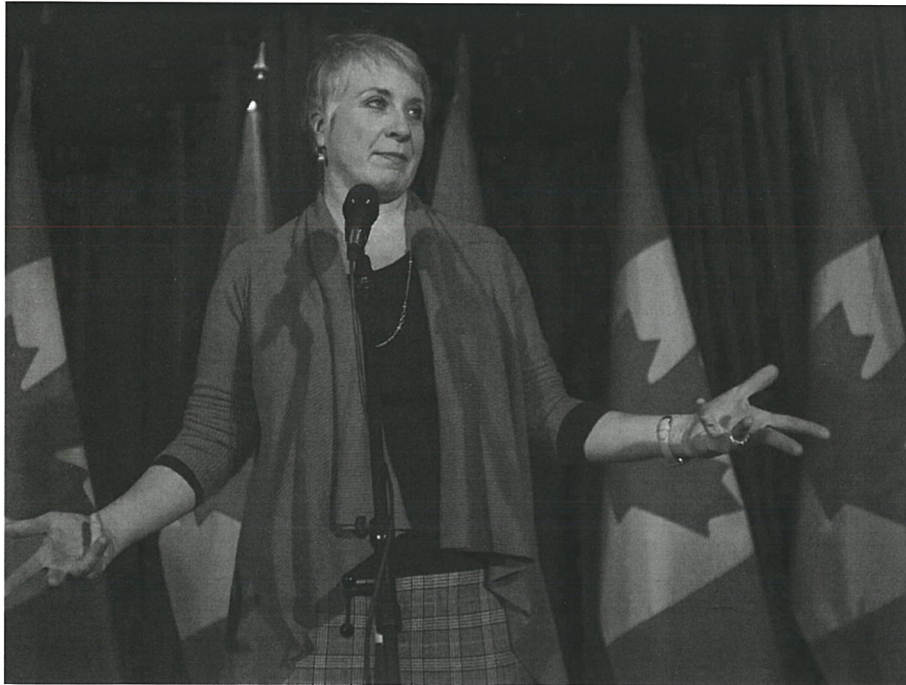
ESDC EMP5396(2015-06-01)E



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# Summer jobs program rejections spike over abortion rights requirement, but applications also rise

*Many groups re-applied asking for religious accommodation but the government has said it is not backing down on the requirement*



Patty Hajdu, Minister of Employment, Workforce Development and Labour, speaks to reporters at a Liberal cabinet retreat in Calgary, Alta., Monday, Jan. 23, 2017. *Jeff McIntosh / THE CANADIAN PRESS*



BRIAN PLATT

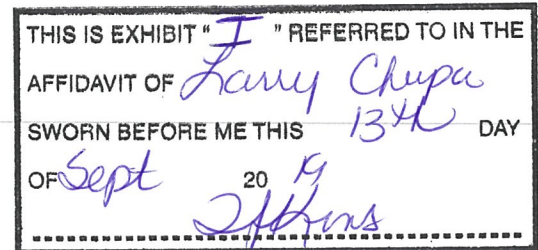
March 19, 2018  
6:58 PM EDT

Filed under  
Canadian Politics

Comment

OTTAWA — The controversy over a new attestation on abortion rights for this year's Canada Summer Jobs program has resulted in a sharp increase in rejected forms, but comes alongside a steady increase in total applications.

The end result is that after the rejections, the government has only a slight decrease in the number of eligible applications compared to last year.



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program, which disburses up to \$223 million in grants to help pay for summer students for small businesses, not-for-profit employers and the public sector.

In 2017, the government received 41,961 applications for Canada Summer Jobs. Of those, 199 were later withdrawn by the employer and 126 files were rejected for problems with the application, leaving 41,716 eligible applications.

This year, with the new attestation, the government received 42,647 applications. Fifty-five were withdrawn, but 1,561 were rejected — suggesting that more than 1,400 applications were rejected for protesting the attestation.

After the rejections, that leaves 41,031 eligible applications in 2018, representing a 1.7 per cent decrease from the number of eligible applications in 2017.

The increase in total applications is not overly surprising, given the effort by the Liberal government to expand the program. In 2016 it started doubling the amount of money going into Canada Summer Jobs, with the aim of funding around 70,000 placements each year.

These numbers do not include the groups who refused to even send in an application this year. The Roman Catholic Diocese of London, Ont., for example, said it had planned to apply for \$35,000 in grants but would take a stand against the attestation by not applying.

Groups who dissented on the attestation were told they could resubmit within ten days with the full, unmodified attestation. Many re-applied with a cover letter asking for religious accommodation, and have not yet heard a final answer. However, the government has said it is not backing down on the attestation requirement.

Some of the rejected groups had been receiving summer jobs grants for well over a decade, and are now having to draw up contingency plans to fund their summer programming such as day camps.

MPs are now getting the list of eligible applications for their riding, ranked by how well the applicants line up with the government's stated priorities for grants. MPs can reorder the lists for their riding, but rejected applications aren't included on the list.

On Monday night, the House of Commons voted on a Conservative motion saying groups that engage in non-political, non-activist work should be able to access the Summer Jobs program, regardless of whether they sign the attestation. The motion was defeated after nearly every NDP and Liberal MP voted against it, but Liberal MP Scott Simms and NDP MP David Christopherson each voted in favour of the motion, as did Green Party leader Elizabeth May.

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new attestation requires groups to say their "core mandate" respects a variety of rights, including "the values underlying the Charter of Rights and Freedoms" and specifically mentions reproductive rights.

Prime Minister Justin Trudeau has said his government won't fund groups focused on campaigning against abortion and LGBTQ rights, and the attestation was not meant to exclude faith-based groups who focus their activities elsewhere. The government issued a clarification on Jan. 23 that "core mandate" does not refer to values or beliefs, and provided a list of examples of what types of organizations are still eligible under the attestation.

Many religious groups — particularly Catholic and evangelical organizations, but also Muslim, Jewish, Sikh and other denominations — said they still could not in good conscience sign the attestation. In a joint news conference on Jan. 25, nearly 90 religious leaders called for the attestation to be removed. Shortly after, a group of 80 non-religious organizations signed a letter supporting the attestation.

A constitutional challenge to the attestation is also working its way through Federal Court, with a hearing set for June 19. The case was launched in January by a Toronto anti-abortion group. Religious organizations have not joined the case, but have said they are weighing their legal options.

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Richard Warnica: You will come to realize that Keanu Reeves defies detail. He simply exists.

**Conrad Black: The President of the United States called. I was being pardoned, at last**

When my assistant said there was a call from the White House, I picked up, said 'Hello' and started to ask if this was a prank

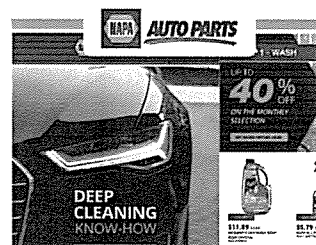
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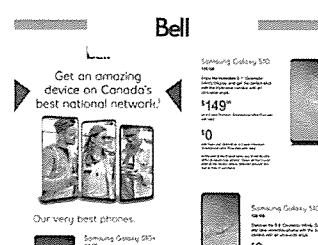
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Project Number

## 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 <b>106792120 RR 0001</b>		2. Legal Name <b>RCM INTERNATIONAL (CANADA) INC.</b>	
3. Operating (Common) Name (if different from legal name) <b>MILL STREAM BIBLE CAMP &amp; RETREAT CENTRE</b>		4. Telephone Number <b>705 799 6521</b>	
5. Employer Type			
<b>Private Sector</b> Bank Business, incorporated or unincorporated body Indian Band corporation Private Band Council Private university or college	<b>Not-For-Profit Sector</b> Indigenous not-for-profit organization Association of workers or employers <u>Community, charitable or voluntary organization</u> National non-governmental organization	<b>Not-for-profit Band Council</b> Provincial or territorial non-governmental organization Sector council Union	<b>Public Sector</b> Municipal government or agency Public health Provincial government or agency Public community college or vocational school Public degree-granting college Public degree-granting university Territorial government
6.a) Name of Employer Contact Person <b>LARRY CHUPA</b>		6.b) Telephone Number of Employer Contact Person <b>705 799 6521</b>	
7. Email Address of Employer Contact Person <b>OFFICE@MILLSTREAM.CAMP</b>		8. Preferred Language of Communication: Spoken: <u>English</u> French Written: English French	
9. Year the Organization was Established <b>1941</b>	10. Organization's Mandate <b>SUMMER CHILDREN &amp; YOUTH CAMPS</b>		
11. Number of Full-Time Employees Working in Canada <b>23</b>	12. Mailing Address of Employer <b>880 OLD MILL RD OMAREH ON</b>		Postal Code <b>K0L 3W0</b>
13. Address of the Location of the Proposed Activities (if different from Box 12) <b>SAME</b>			Postal Code
If the proposed activities will take place in multiple locations, will they be held within the same constituency? Yes No			
If YES, provide all addresses.			
14. The activities of your organization focus on the provision of services in the community:			
<u>to persons with disabilities</u> to newcomers to Canada (including refugees) to Indigenous peoples to members of a visible minority <u>to persons who are homeless or street-involved</u> to other groups with social or employment barriers including literacy and numeracy <u>to children or youth</u>		to seniors to the LGBTQ2 community <u>related to environmental protection</u> related to crime prevention <u>related to public health or safety</u> related to cultural development or historical preservation	
OR		not applicable	
15. Are the proposed activities directed at members of an Official Language Minority Community? Yes <u>No</u>			
16. Have you applied or will you apply for other sources of funding for the job requested? Yes <u>No</u> If YES, and if the Canada Summer Jobs contribution requested is in excess of \$100,000, you must provide a breakdown of the funding requested in the attached Canada Summer Jobs Articles of Agreement.			
17. Does your organization owe any amount to the Government of Canada? Yes <u>No</u> 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.			Yes No
B.			Yes No
C.			Yes No
D.			Yes No

THIS IS EXHIBIT "J" REFERRED TO IN THE  
AFFIDAVIT OF **Larry Chupa**  
SWORN BEFORE ME THIS **13th** DAY

OF **Sept** 20 **19**  
**J. J. J.**

**PART B - JOB DETAILS**

Describe, in order of priority, the jobs requested.

19. JOB TITLE 1: ASSISTANT PROGRAM COORDINATOR

Hourly Wage Rate: 14.00

**Tasks and Responsibilities**

ASSISTING IN PROVIDING A BALANCED PROGRAM OF ACTIVITIES THAT PROMOTES PHYSICAL, SPIRITUAL, MENTAL & SOCIAL GROWTH WITHIN A SAFE ENVIRONMENT. MUST PLAN & ASSIST IN ESTABLISHING A SAFE TRAINING PROGRAM. ASSIST IN PROVIDING DIRECTION FOR ALL PROGRAM STAFF. HANDLE CAMP DISCIPLINE AS DIRECTED.

**Supervision and Mentoring Plans**

THE STUDENT IS DIRECTLY MENTORED & SUPERVISED BY THE CAMP DIRECTOR. THE STUDENT WILL HAVE DAILY CONTACT WITH THE DIRECTOR AND RECEIVES ONGOING FEEDBACK WITH WEEKLY EVALUATIONS FOCUSING ON SUCCESS & GOALS.

**Health and Safety Practices in the Workplace**

THE STUDENT WILL RECEIVE WORKPLACE HEALTH & SAFETY AWARENESS TRAINING WHICH INCLUDES THE CANADIAN HEALTH & SAFETY ACT, BADA, AND WHMIS.

THE STUDENT IS REQUIRED TO COMPLETE FIRE ESTIMATION & EMERGENCY TRAINING.

**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).

EDUCATION, PSYCHOLOGY, SOCIOLOGY - DIRECTLY RELATED TO COURSE STUDY WORKING WITH CHILDREN & TEENS.

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 newcomers to Canada (including refugees)

☐ to Indigenous peoples

☐ to members of a visible minority

☒ 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

OR ☐ not applicable

Does this job support a local priority? Yes ☐ No ☒

If YES, indicate which local priority

<b>PART B - JOB DETAILS</b> Describe, in order of priority, the jobs requested.															
20. JOB TITLE 2: <u>ACTIVITY COORDINATOR</u>	Hourly Wage Rate: <u>14.00</u>														
<b>Tasks and Responsibilities</b> IN CONSULTATION WITH THE ASSISTANT PROGRAM COORDINATOR THIS INDIVIDUAL WILL ASSIST IN THE EXECUTION OF A BALANCED PROGRAM OF ACTIVITIES. THEY WILL ASSIST IN THE PLANNING & DEVELOPMENT OF THE PROGRAM & WILL SUPERVISE THE CAMP SKILLS PROGRAM.															
<b>Supervision and Mentoring Plans</b> THE STUDENT IS DIRECTLY MENTORED & SUPERVISED BY THE CAMP DIRECTOR. THE STUDENT WILL HAVE DAILY CONTACT WITH THE DIRECTOR & RECEIVE ONCE IN A WHILE FEEDBACK FOCUSING ON SUCCESS & GOALS. ALL TRAINING SUPERVISION & TASKS ARE COMPLETED ON-SITE.															
<b>Health and Safety Practices in the Workplace</b> THE STUDENT WILL RECEIVE WORKER HEALTH & SAFETY AWARENESS TRAINING WHICH INCLUDES THE ONTARIO HEALTH & SAFETY ACT, OADA & WHMIS. THE STUDENT IS REQUIRED TO COMPLETE FIRE EXTINGUISHING & EMERGENCY MANAGEMENT TRAINING ON-SITE.															
<b>Desired Level of Education of the Student:</b> Secondary OR <u>Post-Secondary</u> (community college, cegep, technical institute and university) Will this job be a career-related work experience? <u>Yes</u> 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). <u>EDUCATION - DIRECTLY RELATED TO COURSE STUDY WORKING WITH CHILDREN &amp; TEENS PSW OR DSW - INTERACTION WITH CHILDREN, TEENS &amp; PARENTS</u>															
Will your organization make special efforts to hire a priority student? <u>Yes</u> No If YES, indicate which priority group. <u>Student with disabilities</u> <u>Indigenous student</u> 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. <u>I HAVE ALREADY IDENTIFIED A PRIORITY STUDENT.</u>															
<b>The tasks and responsibilities of this job support the provision of services in the community:</b> <table border="0"> <tr> <td><u>to persons with disabilities</u></td> <td>to seniors</td> </tr> <tr> <td>to newcomers to Canada (including refugees)</td> <td>to the LGBTQ2 community</td> </tr> <tr> <td>to indigenous peoples</td> <td><u>related to environmental protection</u></td> </tr> <tr> <td>to members of a visible minority</td> <td>related to crime prevention</td> </tr> <tr> <td><u>to persons who are homeless or street-involved</u></td> <td><u>related to public health or safety</u></td> </tr> <tr> <td>to other groups with social or employment barriers including literacy and numeracy</td> <td>related to cultural development or historical preservation</td> </tr> <tr> <td><u>to children or youth</u></td> <td>OR not applicable</td> </tr> </table>		<u>to persons with disabilities</u>	to seniors	to newcomers to Canada (including refugees)	to the LGBTQ2 community	to indigenous peoples	<u>related to environmental protection</u>	to members of a visible minority	related to crime prevention	<u>to persons who are homeless or street-involved</u>	<u>related to public health or safety</u>	to other groups with social or employment barriers including literacy and numeracy	related to cultural development or historical preservation	<u>to children or youth</u>	OR not applicable
<u>to persons with disabilities</u>	to seniors														
to newcomers to Canada (including refugees)	to the LGBTQ2 community														
to indigenous peoples	<u>related to environmental protection</u>														
to members of a visible minority	related to crime prevention														
<u>to persons who are homeless or street-involved</u>	<u>related to public health or safety</u>														
to other groups with social or employment barriers including literacy and numeracy	related to cultural development or historical preservation														
<u>to children or youth</u>	OR not applicable														
Does this job support a local priority? Yes <u>No</u> If YES, indicate which local priority															

**PART B - JOB DETAILS**

Describe, in order of priority, the jobs requested.

21. JOB TITLE 3: CABIN LEADER

Hourly Wage Rate: 14.00

**Tasks and Responsibilities**

THE CABIN LEADER WILL LIVE WITH A GROUP OF ASSIGNED CAMPS TO HELP LEARN ONE PROFIT FROM THE CAMPING EXPERIENCE. THEY WILL BE A LIFE-STYLE EXAMPLE TO THE CAMPS. THEY MUST COMPLETE PROGRAM ACTIVITIES ENSURING PROGRAMS FUNCTION WITH MAXIMUM SAFETY. THEY ARE TO PROMOTE CLEAR COMMUNICATIONS & UNITY.

**Supervision and Mentoring Plans**

THE STUDENT IS DIRECTLY MENTORED & SUPERVISED BY THE PROGRAM COORDINATOR WITH THE CAMP DIRECTOR INVOLVED WITH TRAINING & ASSESSMENT AT ALL STAGES. THE STUDENT WILL HAVE DAILY CONTACT WITH THE PROGRAM COORDINATOR FOR ON-GOING VERBAL FEEDBACK. ALL TRAINING, SUPERVISION & TASKS ARE COMPLETED ON-SITE.

**Health and Safety Practices in the Workplace**

THE STUDENT WILL RECEIVE ADULT HEALTH & SAFETY AWARENESS TRAINING WHICH INCLUDES THE OCCUPATIONAL HEALTH & SAFETY ACT, OADA & WHMIS. THE STUDENT IS REQUIRED TO COMPLETE FIRE EXTINGUISHER & EMERGENCY MANAGEMENT TRAINING ON-SITE. THE STUDENT IS REQUIRED TO COMPLETE ONLINE TRAINING AS ASSIGNED BY THE DIRECTOR.

**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).

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 newcomers to Canada (including refugees)

to Indigenous peoples

to members of a visible minority

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

OR not applicable

Does this job support a local priority? Yes No

If YES, indicate which local priority

<b>PART B - JOB DETAILS</b> Describe, in order of priority, the jobs requested.			
20. JOB TITLE #4: <u>SUMMER FOOD SERVICE MANAGER</u>	Hourly Wage Rate: <u>14.00</u>		
<b>Tasks and Responsibilities</b> <u>CREATE VARIOUS CAMP MEALS &amp; SNACKS. CARE FOR CAMPSITES WITH FOOD RESTRICTIONS. GIVE DIRECTION TO SUMMER KITCHEN STAFF &amp; DINING AREA. OVERSEE FOOD SAFETY PROCEDURES. MAINTAIN A CLEAN &amp; SANITIZED KITCHEN AREA. MANAGE INVENTORY.</u>			
<b>Supervision and Mentoring Plans</b> <u>THE STUDENT IS DIRECTLY MENTORED &amp; SUPERVISED BY THE FOOD SERVICES COORDINATOR. THE FOOD SERVICES COORDINATOR IS INVOLVED IN ALL ASPECTS OF TRAINING &amp; ASSESSMENT WITH DAILY ON-GOING FEEDBACK.</u>			
<b>Health and Safety Practices in the Workplace</b> <u>THE STUDENT WILL RECEIVE WORKER HEALTH &amp; SAFETY AWARENESS TRAINING WHICH INCLUDES THE ONTARIO HEALTH &amp; SAFETY ACT OADA &amp; WHMIS TRAINING. THE STUDENT IS REQUIRED TO COMPLETE FIRE EXTINGUISHING &amp; EMERGENCY MANAGEMENT TRAINING WHICH IS COMPLETED ON-SITE.</u>			
<b>Desired Level of Education of the Student:</b> Secondary OR <u>Post-Secondary</u> (community college, cegep, technical institute and university) Will this job be a career-related work experience? <u>Yes</u> 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). <u>FOOD SERVICE WORKER</u> <u>FOOD SERVICE COORDINATOR</u> <u>DIETARY AIDE</u> <u>FOOD INDUSTRY QUALITY CONTROL</u>			
Will your organization make special efforts to hire a priority student? Yes <u>No</u> 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: <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <u>to persons with disabilities</u>            to newcomers to Canada (including refugees)            to Indigenous peoples            to members of a visible minority  <u>to persons who are homeless or street-involved</u>            to other groups with social or employment barriers including literacy and numeracy  <u>to children or youth</u> </td> <td style="width: 50%; vertical-align: top;">           to seniors            to the LGBTQ2 community  <u>related to environmental protection</u>            related to crime prevention  <u>related to public health or safety</u>            related to cultural development or historical preservation            OR not applicable         </td> </tr> </table>		<u>to persons with disabilities</u> to newcomers to Canada (including refugees) to Indigenous peoples to members of a visible minority <u>to persons who are homeless or street-involved</u> to other groups with social or employment barriers including literacy and numeracy <u>to children or youth</u>	to seniors to the LGBTQ2 community <u>related to environmental protection</u> related to crime prevention <u>related to public health or safety</u> related to cultural development or historical preservation OR not applicable
<u>to persons with disabilities</u> to newcomers to Canada (including refugees) to Indigenous peoples to members of a visible minority <u>to persons who are homeless or street-involved</u> to other groups with social or employment barriers including literacy and numeracy <u>to children or youth</u>	to seniors to the LGBTQ2 community <u>related to environmental protection</u> related to crime prevention <u>related to public health or safety</u> related to cultural development or historical preservation OR not applicable		
Does this job support a local priority? Yes <u>No</u> If YES, indicate which local priority			

PART B - JOB DETAILS Describe, in order of priority, the jobs requested.			
21. JOB TITLE: <u>ST ADMINISTRATIVE ASSISTANT</u>	Hourly Wage Rate: <u>14.00</u>		
<b>Tasks and Responsibilities</b> COMPLETE ADMINISTRATIVE TASKS INCLUDING: TYING, DATA ENTRY, FAXING, COPYING, PRINTING, ETC. CONVEY ALL NECESSARY INFORMATION TO STAFF, COMPLET & PARAGNS. MAINTAIN OFFICE & JUNE SUPPLIES. OVERSEE USE OF ALL OFFICE EQUIPMENT. COMPLETE ALL DUTIES REQUIRED FOR REGISTRATIONS.			
<b>Supervision and Mentoring Plans</b> THE ADMINISTRATIVE ASSISTANT IS DIRECTLY RESPONSIBLE TO THE CAMP DIRECTOR. THE STUDENT WILL HAVE DAILY CONTACT WITH THE DIRECTOR & RECEIVE ONGOING FEEDBACK WITH WEEKLY EVALUATIONS FOCUSING ON SUCCESSSES & GOALS.			
<b>Health and Safety Practices in the Workplace</b> THE STUDENT WILL RECEIVE WORKER HEALTH & SAFETY AWARENESS TRAINING WHICH INCLUDES THE OCCUPATIONAL HEALTH & SAFETY ACT, DADA & WHMIS. THE STUDENT IS REQUIRED TO COMPLETE FIRE EXTINGUISHER & EMERGENCY MANAGEMENT TRAINING ON-SITE.			
<b>Desired Level of Education of the Student:</b> Secondary OR <u>Post-Secondary</u> (community college, cegep, technical institute and university) Will this job be a career-related work experience? <u>Yes</u> 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). <u>WOMAN - TECHNOLOGY</u>			
Will your organization make special efforts to hire a priority student? Yes <u>No</u> 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: <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <u>to persons with disabilities</u>            to newcomers to Canada (including refugees)            to Indigenous peoples            to members of a visible minority  <u>to persons who are homeless or street-involved</u>            to other groups with social or employment barriers including literacy and numeracy  <u>to children or youth</u> </td> <td style="width: 50%; vertical-align: top;">           to seniors            to the LGBTQ2 community  <u>related to environmental protection</u>  <u>related to crime prevention</u>  <u>related to public health or safety</u>            related to cultural development or historical preservation         </td> </tr> </table> OR not applicable		<u>to persons with disabilities</u> to newcomers to Canada (including refugees) to Indigenous peoples to members of a visible minority <u>to persons who are homeless or street-involved</u> to other groups with social or employment barriers including literacy and numeracy <u>to children or youth</u>	to seniors to the LGBTQ2 community <u>related to environmental protection</u> <u>related to crime prevention</u> <u>related to public health or safety</u> related to cultural development or historical preservation
<u>to persons with disabilities</u> to newcomers to Canada (including refugees) to Indigenous peoples to members of a visible minority <u>to persons who are homeless or street-involved</u> to other groups with social or employment barriers including literacy and numeracy <u>to children or youth</u>	to seniors to the LGBTQ2 community <u>related to environmental protection</u> <u>related to crime prevention</u> <u>related to public health or safety</u> related to cultural development or historical preservation		
Does this job support a local priority? Yes <u>No</u> If YES, indicate which local priority			

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		Not-for-profit employers only	(f) Total contribution requested from ESDC ((bxdxeg)+h)	(g) Total employer contribution (Wage and MERCs if applicable)
					(f) Hourly Wage to be Paid to the Student	(g) ESDC* Hourly Wage Requested from ESDC*			
① ASSISTANT PROGRAM COORDINATOR	1	2018/05/07	16	40	14.00	14.00		8,960	
② ACTIVITY COORDINATOR	1	2018/05/07	16	40	14.00	14.00		8,960	
③ CABIN LEADER	6	2018/07/08	6	40	14.00	14.00		29,160	
TOTAL		N/A	N/A	N/A	N/A	N/A		NEXT PAGE	

\*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)	Name (Print)
Signature	Signature
24. Position Title	27. Position Title
25. Date (YYYY/MM/DD)	28. Date (YYYY/MM/DD)

(CONTINUED) ON NEXT PAGE.

# CALCULATION OF EMPLOYER'S TOTAL COST INCLUDING CONTRIBUTION REQUESTED

22.	(a) Job Title	(b) Number of Students Requested	(c) Anticipated Start Date (YYYY/MM/DD)	(d) Number of Weeks Requested	(e) Number of Hours per Week Requested	Wages		Not-for-profit employers only (f) MERCs** requested (if applicable) (\$)	(i) Total contribution requested from ESDC [(bxdxexg)+h]	(j) Total employer contribution (Wage and MERCs if applicable)
						(f) Hourly Wage to be Paid to the Student	(g) ESDC* Hourly Wage Requested from ESDC*			
④	SUMMER FOOD SERVICE MANAGER	1	2018/05/07	16	40	14.00	14.00		8,960	
③	ADMINISTRATIVE ASSISTANT	1	2018/05/07	16	40	14.00	14.00		8,960	
	TOTAL		N/A	N/A	N/A	N/A	N/A		56,000	

\*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.

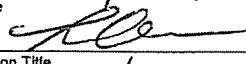
Canada Summer Jobs provides wage subsidies to employers to create employment for secondary and post-secondary students. Again this year, Canada Summer Jobs welcomes applications from small businesses, not-for-profit employers, public sector and faith-based organizations that provide quality summer jobs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

Attest - SEE BELOW ~~AMENDED~~

\*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) LARRY CAUFA	Name (Print)
Signature 	Signature
24. Position Title DIRECTOR / ADMINISTRATOR	27. Position Title
25. Date (YYYY/MM/DD) 2018/01/26	28. Date (YYYY/MM/DD)

ON THE BASIS OF CONSCIENCE, WE ARE UNABLE TO EXPRESS THE WORDS THAT THE MINISTER HAS REQUIRED IN THE APPLICANT'S GUIDE. WE ARE, HOWEVER, ABLE TO ATTEST THAT "WE SUPPORT ALL CANADIAN LAW, INCLUDING HUMAN RIGHTS LAW." WE BELIEVE THE MINISTER DOES NOT HAVE THE JURISDICTION UNDER LAW TO COMPEL US TO MAKE A STATEMENT THAT CONFLICTS WITH OUR CONSCIENCE RIGHTS UNDER THE CHARTER. NOR DOES THE MINISTER HAVE THE RIGHT TO COMPEL SPEECH AS A CONDITION OF RECEIVING A FINANCIAL BENEFIT FROM THE GOVERNMENT OF CANADA. WE RESPECTFULLY DECLINE TO MAKE A STATEMENT THAT IS INCONSISTENT WITH OUR FUNDAMENTAL PERSONAL BELIEFS ABOUT THE VALUE OF LIFE AND THE RIGHT TO LIFE UNDER SECTION 7 OF THE CHARTER. PLEASE CONFIRM THAT YOU WILL ACCEPT OUR APPLICATION WITH THE ABOVE NOTED STATEMENT IN SUBSTITUTION FOR THE STATEMENT SET FORTH IN THE APPLICATION PROCESS IN THE APPLICANT'S GUIDE.

## 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, 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 willful 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**

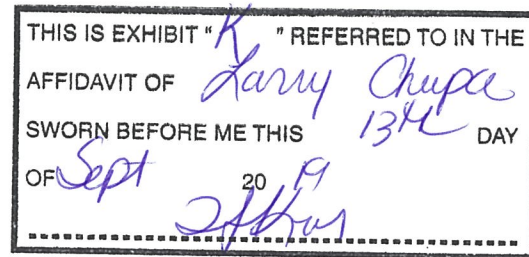
31.1 The Employer warrants that its representative(s) identified in this Application/Agreement has (have) the authority to enter into an agreement on its behalf and agrees to provide Canada with such evidence of that authorization as Canada may reasonably require.

**From:** SV-SF-CSOS [<mailto:no-reply-aucune-reponse@hrsdc-rhdcc.gc.ca>]  
**Sent:** Friday, June 01, 2018 9:06 AM  
**To:** Larry Chupa  
**Subject:** Canada Summer Jobs application - Project Number: 1563685

**\*\*\*This is a system generated e-mail. Please do not reply\*\*\***

2018/06/01

Larry Chupa  
BCM International (Canada) Inc.  
880 OLD MILL ROAD  
OMEMEE ON K0L 2W0



**Project Number:** # 1563685

**Subject:** Canada Summer Jobs application

Thank you for applying for funding under Canada Summer Jobs. Unfortunately, your application has been deemed ineligible for the following reason(s):

- Your application is incomplete and therefore ineligible for assessment (see 'Other and/or additional information' below for details).
- Other and/or additional information: Other and/or additional information: The attestation has been altered or modified and annotation or additional information provided is not consistent with the attestation.

As a result, we will not assess your application, and we will not recommend it for funding. Decisions on Canada Summer Jobs applications are final. However, if you have any questions about the process or the decision made in respect of your application, please contact me at (866) 945-7342.

We appreciate your interest in Canada Summer Jobs.

Sincerely,

Sum, Jeffery  
Service Canada  
430 COURTNEY PARK DRIVE EAST  
Mississauga ON L5T 2S5



## 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 declare that you have read and understood these documents by signing this form.
- All fields are mandatory and must be completed by a representative of the Organization that is applying for funding.

**Privacy Notice Statement**

The information you provide is collected under the authority of the *Department of Employment and Social Development Act*. Refusal to provide information will result in your application not being considered for funding. The information will be used to determine your eligibility for Canada Summer Jobs, its administration and for subsequent evaluation and accountability purposes, and to support the administration or enforcement of other programs in Employment and Social Development Canada, including Service Canada and the Labour Program. 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.

Should your application be deemed eligible, the information you provide will be shared with your respective Member of Parliament to ensure local priorities are considered. It will also be used to notify employers whose Canada Summer Jobs funding applications have been approved. The Department and your Member of Parliament may use the information to help promote the program. In accordance with the *Privacy Act* and *Department of Employment and Social Development Act*, information on funded applicants will be disclosed.

In the event that the application contains personal information, the personal information will be 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 ESDC PPU 706. Instructions in obtaining this information are outlined in the government publication available online, entitled Info Source. Info Source may also be accessed on-line at any Service Canada Centre.

The application is also subject to the *Access to Information Act* ("ATIA"). The ATIA provides every person with a right of access to information under the control of the Department, subject to a limited set of exemptions.

PART A - EMPLOYER INFORMATION			
Please enter Organizational Information.			
1. Canada Revenue Agency Business Number		2. Legal Name of your Organization	
3. Operating (Common) Name (if different from legal name) (This will be posted publicly)		4. Telephone Number (This will be posted publicly)	
5. Organization Email Address (This will be posted publicly)			
6.a) Name of Employer Representative and Title		6.b) Telephone Number of Employer Representative	
7. Email Address of Employer Representative		8. Preferred Language of Communication: Spoken: <input type="checkbox"/> English <input type="checkbox"/> French      Written: <input type="checkbox"/> English <input type="checkbox"/> French	
9. Year the Organization was Established	10. Describe your organization's activities		
11. Number of Full-Time Employees Working in Canadian locations of your Organization		12. Mailing Address of Organization	Postal Code
13. Address of the Location of the Proposed Job Activities (if different from Box 12). Please explain why.			Postal Code
14. If the proposed activities will take place in multiple locations, will they be held within the same constituency? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, provide all addresses including postal codes. If NO, please submit a separate application form for each constituency.			
15. Have you applied or will you apply for other sources of funding for the job requested? <input type="checkbox"/> Yes <input 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 6.1 to 8.3 of the attached Canada Summer Jobs Articles of Agreement. If yes, and if the Canada Summer Jobs contribution requested is less than \$100,000, go to question 16.			
16. Does your organization owe any amount to the Government of Canada? (taxes, penalties, overpayments, etc.) <input type="checkbox"/> Yes <input 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 (If known)	17. Is a payment plan in place?
A.		THIS IS EXHIBIT "C" REFERRED TO IN THE AFFIDAVIT OF <i>Darryl Chupa</i> SWORN BEFORE ME THIS <i>13<sup>th</sup></i> DAY OF <i>Sept</i> 20 <i>19</i> <i>[Signature]</i>	<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

<b>PART B - (1) JOB DETAILS</b> (Please see the list of eligible and ineligible job activities in the Applicant Guide before completing this section of the application)	
18. JOB TITLE 1 (This will be posted publicly):	Hourly Wage Rate:
Tasks and Responsibilities (Please refer to Section 15 of the Articles of Agreement for a list of ineligible activities)	
Language required for job: <input type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> Other: _____	National Occupation Classification: Please refer to the Applicant Guide for details on how to identify the National Occupation Classification for the proposed job.
Please describe the nature of your supervision plan. (Mandatory) <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span><input type="checkbox"/> On-site Supervision</span> <span><input type="checkbox"/> Remotely</span> <span><input type="checkbox"/> Other</span> </div> <div style="border: 1px solid black; height: 60px; margin-top: 5px;"></div>	
Please describe the nature of your mentoring plan. (Mandatory) <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span><input type="checkbox"/> One-on-one mentoring</span> <span><input type="checkbox"/> Team mentoring</span> <span><input type="checkbox"/> Job shadowing</span> <span><input type="checkbox"/> Job coaching</span> <span><input type="checkbox"/> Other</span> </div> <div style="border: 1px solid black; height: 60px; margin-top: 5px;"></div>	
What skills will the participant develop during this placement? Please describe how. (Mandatory) <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> <input type="checkbox"/> Client service  <input type="checkbox"/> Teamwork  <input type="checkbox"/> Communication         </div> <div style="width: 45%;"> <input type="checkbox"/> Digital skills  <input type="checkbox"/> Leadership  <input type="checkbox"/> Other         </div> </div>	
Describe your Health and Safety Practices in the work environment. (Mandatory) Please describe how these practices relate to the work environment and the proposed job activities. <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> <input type="checkbox"/> Providing Information of the Workplace Hazardous Materials Information System  <input type="checkbox"/> Listing work environment hazards  <input type="checkbox"/> Providing necessary certifications         </div> <div style="width: 45%;"> <input type="checkbox"/> Demonstrating work environment safety  <input type="checkbox"/> Providing a safe, inclusive, and healthy work environment free of harassment and discrimination (e.g. hiring practices, policies, guidelines)  <input type="checkbox"/> Other         </div> </div>	
Will this job provide a career-related work experience? <input type="checkbox"/> Yes <input type="checkbox"/> No Indicate one or more fields of academic studies and describe how the field relates to the job. <div style="border: 1px solid black; height: 30px; margin-top: 5px;"></div>	
Does your organization intend to retain the youth as an employee following the end of the Canada Summer Jobs agreement? <input type="checkbox"/> Yes <input type="checkbox"/> No <div style="border: 1px solid black; height: 20px; margin-top: 5px; display: flex; align-items: center;"> <span style="margin-left: 5px;">If YES, please describe</span> </div>	

National Priorities		
Does this job support a national priority? <input type="checkbox"/> Yes <input type="checkbox"/> No		
If YES, indicate which national priority and describe how: (Please refer to the Applicant Guide for more details on each National Priority)		
<input type="checkbox"/> Organizations which provide services to youth who self-identify as being part of the groups which are underrepresented or have additional barriers to the labour market.		<input type="checkbox"/> Recent immigrant youth and recent refugee youth <input type="checkbox"/> Youth who have not previously been employed and for whom this would be their first job experience <input type="checkbox"/> Indigenous <input type="checkbox"/> Youth with Disabilities <input type="checkbox"/> Youth who have not completed high school <input type="checkbox"/> Visible minorities <input type="checkbox"/> LGBTQ2 youth <input type="checkbox"/> Women in STEM
<input type="checkbox"/> Organizations which express an intent to hire youth who self-identify as being part of the groups which are underrepresented or have additional barriers to the labour market.		<input type="checkbox"/> Recent immigrant youth and recent refugee youth <input type="checkbox"/> Youth who have not previously been employed and for whom this would be their first job experience <input type="checkbox"/> Indigenous <input type="checkbox"/> Youth with Disabilities <input type="checkbox"/> Youth who have not completed high school <input type="checkbox"/> Visible minorities <input type="checkbox"/> LGBTQ2 youth <input type="checkbox"/> Women in STEM
<input type="checkbox"/> Opportunities for youth to gain work experience related to the skilled trades		
<input type="checkbox"/> Opportunities for youth in rural areas and remote communities		
<input type="checkbox"/> Opportunities for youth in Official Language Minority Communities		
<input type="checkbox"/> Small businesses, in recognition of their contribution to the creation of jobs		
<input type="checkbox"/> Organizations which deliver supports or services to seniors		
Local Priorities		
Does this job support your Member of Parliament's local priorities? <input type="checkbox"/> Yes <input type="checkbox"/> No		
(Please refer to the Applicant Guide for Local Priorities information)		
If YES, indicate which local priority or priorities and describe how:		
<div style="border: 1px solid black; height: 20px; width: 100%;"></div>		

PART B – (2) PARTICIPANT DETAILS
Preferred Level of Education of the Participant:
<input type="checkbox"/> Secondary
<input type="checkbox"/> Post-secondary
<input type="checkbox"/> No preference (including non-students, recent graduates, etc.)

**PART C – EMPLOYER TYPE**  
(Please see the list of eligible and ineligible employers in the Applicant Guide before completing this section of the application)

19. Organization Type

<b>Private Sector</b>	<b>Not-For-Profit Sector</b>	<b>Public Sector</b>
<input type="checkbox"/> Financial Institution	<input type="checkbox"/> Indigenous not-for-profit organization	<input type="checkbox"/> Not-for-profit Band Council
<input type="checkbox"/> Business, incorporated or unincorporated body	<input type="checkbox"/> Association of workers or employers, as well as professional and industrial organizations	<input type="checkbox"/> Union
<input type="checkbox"/> Indian Band corporation	<input type="checkbox"/> Community, charitable or voluntary organization	<input type="checkbox"/> Sector council
<input type="checkbox"/> Private Band Council	<input type="checkbox"/> Non-governmental organization	<input type="checkbox"/> Public community college or vocational school
<input type="checkbox"/> Private university or college		<input type="checkbox"/> Public health
		<input type="checkbox"/> Public degree-granting college
		<input type="checkbox"/> Public degree-granting university
		<input type="checkbox"/> Municipal government or agency
		<input type="checkbox"/> School boards and elementary and secondary institutions

Ineligible employers include Members of the House of Commons and the Senate, Federal Government Departments and Agencies, Provincial and Territorial Departments and Agencies, and organizations that engage in partisan political activities.

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

<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 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	<input type="checkbox"/> other
<input type="checkbox"/> to official languages minority communities	

**PART D – FUNDING REQUESTED**

**CALCULATION OF EMPLOYER'S TOTAL COST (INCLUDING CONTRIBUTION REQUESTED)**

21. (a)	(b)	(c)	(d)	(e)	Wages		Not-for-profit Organizations only	(i)	(j)
Job Title	Number of Participants requested	Anticipated Start Date (YYYY/MM/DD)	Number of Weeks Requested	Number of Hours per Week Requested	(f) Hourly Wage to be Paid to the participant	(g) Hourly Wage Requested	(h) MERCs* requested (if applicable)	Total** contribution requested	Total employer contribution (Wage and MERCs if applicable)
<b>TOTAL</b>		<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>			

\*MERCs = Mandatory Employment Related Costs

\*\*Calculation: [(bxdxexg)&gt;h]

If you are a not-for-profit employer will you require an advance payment to pay the youth should your application be approved?

☐ Yes ☐ No

Do you want to be informed about future Canada Summer Jobs Calls for Proposals processes?

☐ Yes ☐ No

Can Service Canada contact you regarding other Calls for Proposals from the Department?

☐ 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 and agrees to return the Payment Claim form (EMP 5398) no longer than 30 days after the job is complete. 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 youth between the ages of 15 and 30 years. 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 youths.

Attestation

On behalf of my organization I attest that:

- I have read, understood and will comply with the Canada Summer Jobs Articles of Agreement;
- I have all the necessary authorities, permissions and approvals to submit this application on behalf of myself and my organization;
- The job would not be created without the financial assistance provided under a potential contribution agreement;
- Any funding under the Canada Summer Jobs program will not be used to undermine or restrict the exercise of rights legally protected in Canada.

☐ I attest

22. Name of the Organization's Representative (refer to Section 34 of the attached Canada Summer Jobs Articles of Agreement prior to signature)	25. Name of the Organization's Representative (where the organization requires two signatures to enter into a legally binding agreement)
Name (Print)	Name (Print)
Signature	Signature
23. Position Title	26. Position Title
24. Date (YYYY/MM/DD)	27. 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 the Organization" 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 program, a component of the Youth Employment Strategy, under which financial assistance may be provided to Employers to encourage these Employers to hire youth 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 the job activities and related information described in Part B – Job Details 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 premiums, Canada or Quebec Pension Plan contributions, vacation pay, Workers' Compensation Premiums or equivalent liability insurance (if applicable), Health Services Fund, Quebec Parental Insurance premiums, Commission des normes, de l'équité, de la santé et de la sécurité du travail in Quebec, Health and Post-Secondary Education Tax in Newfoundland and Labrador, Health and Post-secondary Education Levy in Manitoba, and Employer Health Tax where applicable;

"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) is a Canadian Citizen, permanent resident, or person on whom refugee protection has been conferred under the *Immigration and Refugee Protection Act*; and
- (c) is legally entitled to work according to the relevant provincial / territorial legislation and regulations.

\*International students are not eligible. Recent immigrants are eligible if they are Canadian Citizens or permanent residents.

"Project" means the hiring, administration of, and job activities, and organization's activities as described in the Application/Agreement;

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.

**TERMS OF PAYMENT**

6.0 (1) Upon validation of the Employer's business number, and 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) following the receipt of a cash flow forecast, 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 OF CONTRIBUTION**

7.1 Canada may, upon not less than fifteen (15) days' notice, reduce its contribution under this 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 contribution 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 - if 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 - if 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) be solely and absolutely responsible for the hiring, management, supervision and control of the Job(s);
- (b) provide the Participant(s) with an adequate supervision, mentoring, skills acquisition, learning and work experience;
- (c) ensure that the Job(s) are carried out in a safe, inclusive and healthy environment;
- (d) provide the Participant(s) with all the information concerning health and safety standards and regulations regarding their work environment and, if necessary provide training, information and safety equipment required to accomplish their tasks;
- (e) inform Canada promptly in writing forthwith of any injury suffered by the Participant(s) while carrying out the Job(s); and
- (f) remit Mandatory Employment Related Costs on behalf of the Participant(s).

9.2 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. Funding shall only be used for the Project as approved and not for any activities outlined in section 15.1.

**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 Participants will also be asked to complete a survey to report on their experience with the Canada Summer Jobs program.

10.4 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.

10.5 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.

10.6 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.

10.7 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.

#### 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 contribution 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.

11.3 In accordance with the *Privacy Act* and *Department of Employment and Social Development Act*, information on funded applicants will be disclosed.

#### 12.0 EMPLOYER ATTESTATION

12.1 The Employer attests that:

- I have read, understood and will comply with the Canada Summer Jobs Articles of Agreement;
- I have all the necessary authorities, permissions and approvals to submit this application on behalf of myself and my organization;
- The job would not be created without the financial assistance provided under a potential contribution agreement;
- Any funding under the Canada Summer Jobs program will not be used to undermine or restrict the exercise of rights legally protected in Canada.

#### 13.0 EMPLOYER DECLARATION

13.1 The employer declares, represents 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 parental 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) an employer/employee relationship will be established with the Participants.
- (g) the Declaration made in the application continues to be true and accurate and will remain true and accurate throughout the duration of this Agreement.

#### 14.0 INELIGIBLE EMPLOYERS

14.1 The employer represents, declares and warrants that the project will not be delivered by:

- Members of the House of Commons and the Senate
- Federal Government Departments and Agencies
- Provincial and Territorial Departments and Agencies
- Organizations that engage in partisan political activities

#### 15.0 INELIGIBLE PROJECTS AND JOB ACTIVITIES

15.1 The employer represents, declares and warrants that the project will not consist of:

- Projects consisting of activities that take place outside of Canada;
- Activities that contribute to the provision of a personal service to the employer;
- Partisan political activities;
- Fundraising activities to cover salary costs for the youth Participant; or
- Projects or job activities that:
  - restrict access to programs or, services, or employment, or otherwise discriminate, contrary to applicable laws, on the basis of prohibited grounds, including sex, genetic characteristics, religion, race, national or ethnic origin, colour, mental or physical disability, sexual orientation, or gender identity or expression;
  - advocate intolerance, discrimination and/or prejudice; or
  - actively work to undermine or restrict a woman's access to sexual and reproductive health services.

#### 16.0 RELATIONSHIP BETWEEN THE PARTIES AND NON-LIABILITY OF CANADA

16.1 The hiring, management, supervision and control 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.

16.2 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.

## 17.0 INDEMNIFICATION

17.1 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.

## 18.0 CONFLICT OF INTEREST

18.1 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.

18.2 No member of the Senate or the House of Commons or member of their immediate family 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.

## 19.0 NEPOTISM

19.1 No cost incurred by the Employer in relation to a Participant who is a member of the Immediate Family of the Employer or who is a member of the Immediate Family of an officer or director of the Employer, is eligible for reimbursement under the Agreement. If 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, the costs may be eligible for reimbursement.

19.2 For purposes of section 18.2 and 19.1, "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 one permanently residing with the Employer, officer or director, as the case may be.

19.3 For the purpose of section 19.2, "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.

## 20.0 FINANCIAL RECORDS AND AUDIT REQUIREMENTS

20.1 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.

20.2 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.

20.3 In the event that financial irregularities are discovered, Canada may verify information with the Canada Revenue Agency.

## 21.0 INQUIRY BY THE AUDITOR GENERAL OF CANADA

21.1 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.

## 22.0 EVALUATION

22.1 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 22.2 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.

This includes a mandatory survey that will be administered at the end of the program year. The Employer agrees to complete this questionnaire and submit to Canada as part of the final reporting process.

22.2 The Employer shall provide Canada with the contact information of a person (name, address, phone number and e-mail address) referred to in section 22.1 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.

## 23.0 DISPOSITION OF ASSETS

23.1 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.

23.2 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 23.1 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.

## 24.0 TERMINATION OF AGREEMENT

### Termination for Default

24.1 (1) The following constitute Events of Default:

- (a) the Employer becomes bankrupt;
- (b) the Employer 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;
- (c) the Employer ceases to operate;

- (d) the Employer is in breach of, or non-compliant with, any provision of this Agreement;
- (e) 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;
- (f) the Employer has changed the tasks and responsibilities of the Participant(s), as described on the Application/Agreement, without Canada's prior approval; or
- (g) the Employer is in breach of the provisions of Sections 12, 13, 14, or 15.

(2) If:

- (a) an Event of Default specified in paragraphs (1)(b) (c) or (g) occurs, or
- (b) an Event of Default specified in paragraph (1)(d), (e) or (f) 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 or revoke any further payment under this Agreement until the end of the period given to the Employer to remedy the Event of Default.
- (4) If an event of Default specified in paragraph 1(d) occurs, the Employer shall have seven (7) days following receipt by the Employer of written notice of default to make written representations to Canada, which will be considered by Canada in its decision as to whether to terminate this Agreement. Further to consideration of the Employer's written representations, or if no written representations are delivered by the Employer within the required deadlines, Canada will make a final determination as to whether to terminate the Agreement and will notify the Employer in writing of said decision. If Canada decides to terminate the Agreement pursuant to paragraph 4, written notice of termination will be provided to the Employer.
- (5) Further to the process set out in paragraph 4, in the event that Canada provides written notice of termination to the Employer, Canada shall no longer have an obligation to make any further financial contributions to the Employer or if no financial contributions have been made to date, Canada will have no obligation to make such a financial contribution to the Employer.
- (6) If this Agreement is terminated for an Event of Default specified in paragraph 1(d), this Event of Default may be taken into consideration by Canada in the assessment of any subsequent applications for funding by the Employer under the Canada Summer Jobs program, or any replacement or successor programs, for the next two years, and any such applications may be rejected by Canada on the basis of this Event of Default.
- (7) If this Agreement is terminated for an Event of Default under this section, the Employer will repay Canada, promptly and by no later than thirty (30) calendar days from the date of Canada's notice of termination, the full amount of the contribution received by the Employer under this Agreement, together with interest calculated in accordance with the federal *Interest and Administrative Charges Regulations*. Any such amount is a debt due to Her Majesty in right of Canada and is recoverable as such.
- (8) 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**

24.2 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**

24.3 In the event of a termination notice under section 24.2 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.

24.4 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 24 in the event of a termination of this Agreement.

#### **25.0 INTEREST EARNED ON ADVANCES OF THE CONTRIBUTION**

25.1 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.

#### **26.0 REPAYMENTS REQUIREMENTS**

26.1 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.

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

#### **27.0 REPORTS AND MONITORING OF PROJECT**

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

27.2 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).

**28.0 ACCESS TO INFORMATION**

28.1 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.

**29.0 INSURANCE**

29.1 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.

**30.0 INFORMING CANADIANS OF THE GOVERNMENT OF CANADA'S FUNDING**

30.1 The Employer shall allow Canada sixty (60) days from the date of signature of the Agreement to announce the Project and to inform Participants (youth). 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.

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

30.3 The Employer 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.

**31.0 COMPLIANCE WITH LAWS**

31.1 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; any accessibility 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.

**32.0 AMENDMENT**

32.1 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.

**33.0 NON-ASSIGNMENT OF AGREEMENT**

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

**34.0 WARRANTY OF AUTHORITY**

34.1 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.



Service  
Canada

THIS IS EXHIBIT "M" REFERRED TO IN THE		
AFFIDAVIT OF Larry Chupow		
SWORN BEFORE ME THIS 13th		DAY
OF Sept	20	19
2/6/19		

## CANADA SUMMER JOBS 2019

*Providing Youth with Quality Work Experiences*

Applicant Guide

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# 1. Overview

*This Applicant Guide provides information to help you complete your Canada Summer Jobs application.*

*Read the following Guide in its entirety before you start your application for funding, as it contains important details on the information and supporting documentation that Service Canada requires to assess your application.*

## Objectives of the Canada Summer Jobs Program

Canada Summer Jobs is an initiative of the Youth Employment Strategy, which is the Government of Canada's commitment to help young people between the ages of 15 and 30, particularly those facing barriers to employment, get the information and gain the skills, work experience and abilities they need to transition successfully into the labour market.

The program provides wage subsidies to employers from not-for-profit organizations, the public-sector, and private sector organizations with 50 or fewer full-time employees, to create quality summer work experiences for young people aged 15 to 30 years.

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

These youth summer work experiences represent important pathways facilitating future transitions to the workforce.

## What has Changed for Canada Summer Jobs 2019?

The program objectives have been updated to:

- Provide quality work experiences for youth;
- Respond to national and local priorities to improve access to the labour market for youth who face unique barriers; and,
- Provide opportunities for youth to develop and improve their skills.

New expanded eligibility now includes all youth aged 15-30, and is no longer restricted to students. This change has been made to complement the Government's renewal of the Youth Employment Strategy, announced in Budget 2018.

To improve program delivery, 2019 CSJ-funded employers and youth participants will be asked to complete a survey prior to the end of the work placement. Employers will be required to complete the survey after the end of the work placement. Surveys will be sent to all funded employers once agreements are in place. Also new for 2019, results from previously funded projects will be considered in eligibility and funding decisions.

In 2019, Job Bank will be the primary source for information on the availability of positions funded through the program in order to help youth to find, and employers to fill,

employment opportunities. Job Bank is the Government of Canada's leading source for jobs and labour market information. It offers users free occupational and career information and can help people search for work and make career decisions.

## **Important Notice Regarding Applications**

**The application deadline is January 25, 2019.**

You may submit a fillable application by clicking [here](#).

### **Important technical notes**

- The fillable form will be available for a maximum of 20 hours. If you do not successfully complete it within this timeframe, it will expire and you will have to start over.
- Your application cannot be saved and accessed at a later time.

If you submit using the fillable form, note that you will have the option to print a copy of your application for your records prior to completing your submission. **Please note, however, that you must still click SUBMIT after the PRINT SCREEN in order to complete your application. If you do not click SUBMIT, your application will not be processed.**

Confirmation of receipt will be sent by email. If you do not receive a confirmation number acknowledging the application has been received, you have not completed the submission properly.

## **New Changes to Online Services**

For 2019, you can still register with ESDC's Grants and Contributions Online Services (GCOS). GCOS provides additional functionalities that allow you to apply and track your application status, sign agreements, manage active projects, submit supporting documents, and review past projects submitted through GCOS.

For the step-by-step process to create a GCOS account, click [here](#).

This is a one-time process, but may take a few weeks to complete. Once your account is active you can use it to apply for ESDC's grants and contributions programs.

## **Application Deadlines**

### **Key Dates**

Please note the following key dates:

- Applications are due by January 25, 2019.
- The earliest job start date is April 23, 2019.
- The latest job start date is July 23, 2019.
- The latest job end date is September 1, 2019.
- The latest date to submit a payment claim is 30 days following the completion of the CSJ-funded work placement.

## **2. Quality Job Placements**

### **What is a quality job placement?**

Through the Canada Summer Jobs program, the Government of Canada provides employers wage subsidies to create quality job placements for youth in safe, inclusive and healthy work environments.

Your application should demonstrate the quality of your proposed job placement(s) in a number of ways. For example, your job placement may invest in youth by paying above the minimum wage in your province or territory, or by committing to retain the youth as an employee beyond the period of the Canada Summer Jobs Agreement. Through your supervision and mentoring plans, you should demonstrate both short and long-term support for the success of the youth by observing, evaluating, and providing feedback on performance, by providing guidance related to the professional and career-development goals of the youth, and by providing an opportunity for youth to develop the skills needed for employment. A quality job will occur in a safe, inclusive, and healthy work environment, as demonstrated on your application by the details of the health and safety practices you have implemented.

Funding priority will be given to projects that provide quality job placements and support the following priorities:

- improving access to the labour market for youth who face unique barriers; and,
- supporting the program objectives as well as local and national priorities.

Failure to comply with any conditions of a previously-funded project will be considered in the evaluation of new applications, and could result in a decision of ineligibility of the new application. Employers, projects, and job activities must comply with program eligibility criteria in the information provided on the Application Form and throughout the duration of the potential Canada Summer Jobs Agreement.

Note that assessment is carried out on a constituency-by-constituency basis.

### **Member of Parliament Review**

Program funds are allocated by federal electoral district. Applications are assessed for eligibility and are then prioritized accordingly to how they respond to the program's objectives. After Service Canada officials have assessed and ranked all eligible applications, Members of Parliament are provided with a list of recommended projects for their constituencies and are offered the opportunity to provide feedback based on their local knowledge.

### **Examples of Quality Projects**

#### **Example #1 (Church Daycare)**

A local church plans to hire four recent immigrant youth to work in the church daycare centre over the summer months to care for children.

The church serves the entire community; however, a large proportion of their children are newcomers to Canada.

The youth will be tasked with planning, organizing and delivering a special summer-long project for the children. The youth will lead both a recreational and an educational piece that are not part of the normal day-to-day operation of the church. The recreational aspect will include an introduction to various summer sports and a competition over the course of several weeks.

The youth workers will help the children learn more about their own countries of heritage and the countries of the others.

Outcomes for the youth will be learning how to care for children, how to plan and develop a project and to provide recreational and educational activities for participants. Those youth who had a successful experience, and are thinking of pursuing a career as an Early Childhood Educator, could be retained by the employer at the conclusion of the summer placement.

A project like this would receive additional assessment points as it responds to one of the program's national priorities. See Section 4 Assessment Criteria for more information.

#### **Example #2 (Rural Municipality)**

A rural municipality plans to hire five local youth from the community to deliver summer camps.

Under the supervision of the Recreation Coordinator, the youth will develop a number of age-appropriate camps for the community. The camps will be tailored to meet the needs of the participants and focus on various areas of community interest such as sports, science and nature.

Outcomes for the youth will be to gain meaningful work experience in planning and developing activities, working with others and leading teams. It will also provide an opportunity for the youth to work in their community and not have to seek employment in an urban setting. Providing employment opportunities for youth in their home communities is an important goal for rural and remote areas.

A project like this would receive additional assessment points as it responds to one of the program's national priorities.

For information on determining whether you are located in a rural or remote area, see Section 4 Assessment Criteria.

#### **Example #3 (Official Language Minority Community)**

A francophone organization seeks to hire three francophone youth to provide guide services to tourists in the city's French quarter. The community is predominately English speaking. These services will support a number of francophone non-for-profit museums and historical sites.

The various sites will be able to continue operating and offer guided tours throughout the day to tourists and school field-trips. This will enable the community to maintain its linguistic French vitality. Outcomes for the youth will include the ability to work in their French language and to support their francophone community.

A project like this would receive additional assessment points as it responds to one of the program's national priorities.

For information on determining whether you are an Official Language Minority Community, see Section 4 Assessment Criteria or click on [this link](#).

#### **Example #4 (Small Business)**

A small, private tech company seeks to hire a female youth to help develop new, innovative apps in their research and development section.

The youth will work among a team of professionals in the technology sector. Outcomes for the youth will be to gain experience in a professional office setting and to work as part of a team in developing innovative technology tools. This career-related experience may lead the youth to pursue an education in this field.

A project like this would receive additional assessment points as it responds to one of the program's national priorities. See Section 4 Assessment Criteria for more information.

#### **Example #5 (Seniors)**

A seniors' assisted-living facility will be hiring two youth facing barriers to employment to work with the residents throughout the day in several areas such as arts and crafts, recreation, nutrition and music.

The youth will perform various tasks with the residents, connecting the seniors with a younger generation and developing intergenerational links. The outcomes for the youth will be to gain meaningful work experience to give them insight into the job market and to develop employment skills they can transfer to any job.

A project like this would receive additional assessment points as it responds to one of the program's national priorities. See Section 4 Assessment Criteria for more information.

### 3. Screening for Eligibility

Each year, applications for funding to the program exceed the available funding. Your project will be assessed only if all of the Eligibility Requirements have been met.

Your application will be reviewed in two steps:

1. Screened for eligibility against the 15 mandatory eligibility requirements listed below; and
2. Assessed for quality in relation to the program objectives:
  - Quality work experiences for youth;
  - Opportunity to develop and improve their skills; and,
  - Respond to national and local priorities to improve access to the labour market for youth who face unique barriers.

See Section 4 - Assessment Criteria for details.

#### List of 15 Eligibility Requirements

You must meet the following **15 Eligibility Requirements** for your project to be considered eligible for funding. If the project as outlined in your application does not meet all 15 eligibility requirements, it will not proceed for assessment described in Section 4.

1. **Application was received by the deadline.**
2. **Attestation is checked.**
3. **Application is complete.**
4. **Eligibility of employer.**
5. **Eligibility of project.**
6. **Job duration:** Between 6 and 16 consecutive weeks.
7. **Job hours:** Must be full-time (i.e. 30 to 40 hours per week).
8. **Other Sources of Funding:** You must declare whether you will receive funding from other sources for the job placement.
9. **Salary:** The salary must respect minimum wage requirements (see Section 4 - Assessment Criteria for details).
10. **Money owing to the Government of Canada:** Your organization must declare any money owing to the Government of Canada.
11. **Health and Safety:** You must demonstrate that you have implemented measures to ensure youth awareness of health and safety practices in the work environment. Safety measures must relate to the type of work environment and specific job type and activities. Service Canada will consider each case on its merits, comparing the risks with the benefits for the youth.
12. **Hiring practices and work environment:** You must demonstrate that you have implemented measures to ensure hiring practices and a work environment free of harassment and discrimination, such as raising awareness and prevention activities.
13. **Supervision:** You must describe the supervision plan for the youth and proposed job activities.
14. **Mentoring:** You must describe the mentoring plan for the youth and proposed job activities.

**15. Past Results:** The Department will review all files associated with your organization to verify if there is documented evidence from previous agreements with the Department that would render your application ineligible (e.g., financial irregularities, health and safety concerns, or past project results). The Department may consult with the Canada Revenue Agency (CRA) on past financial irregularities.

Failure to comply with any conditions of a previously funded project will be considered in the evaluation of your new application and could result in a decision of ineligibility of your new application.

## **Eligibility Information**

### **Who can apply?**

#### ***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:

- Community, charitable or voluntary organizations, including faith-based organizations (e.g. churches, synagogues, temples, mosques);
- Associations of workers or employers as well as professional and industrial organizations;
- Indigenous not-for-profit organizations;
- Non-governmental organizations;
- Unions;
- Sector councils; and,
- Not-for-profit Band Councils.

#### ***Public Sector Employers***

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

- Public community colleges and vocational schools;
- Public health, including public hospitals, nursing homes, senior citizen homes, rehabilitation homes;
- Public degree-granting universities and colleges;
- Municipal governments and agencies, including regional legislative bodies and departments; and,
- School boards and elementary and secondary institutions.

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

This category includes:

- Bodies, incorporated or unincorporated, including partnerships and sole proprietorships;
- Financial Institutions;
- Business, incorporated or unincorporated bodies, which include:
  - 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 franchises (franchise operators are eligible if there are 50 or fewer full-time employees working full-time in the franchise owner's operations across Canada, regardless of the number of business numbers involved);
- Indian Band corporations;
- Private Band Councils; and,
- Private universities or colleges.

#### **Ineligible Employers**

- Members of the House of Commons and the Senate;
- Federal Government Departments and Agencies;
- Provincial and Territorial Departments and Agencies; and,
- Organizations that engage in partisan political activities.

### **What Projects are Eligible?**

Funded projects must meet program eligibility and comply with the terms and conditions of the Articles of Agreement entered into between the Department and the organization. Organizations that fail to do so will not be reimbursed for the youth's salary. The provision of false and misleading information would affect eligibility and funding may be revoked.

#### **Eligible Projects**

- Provide full-time work experience from April to September in Canada for a minimum of six weeks;
- Provide a work experience in an inclusive non-discriminatory work environment that respects the rights of all Canadians; and,
- Support skills acquisition and development.

#### **Ineligible Projects and Job Activities:**

- Projects consisting of activities that take place outside of Canada;

- Activities that contribute to the provision of a personal service to the employer;
- Partisan political activities;
- Fundraising activities to cover salary costs for the youth participant; or
- Projects or job activities that:
  - restrict access to programs, services, or employment, or otherwise discriminate, contrary to applicable laws, on the basis of prohibited grounds, including sex, genetic characteristics, religion, race, national or ethnic origin, colour, mental or physical disability, sexual orientation, or gender identity or expression;
  - advocate intolerance, discrimination and/or prejudice; or
  - actively work to undermine or restrict a woman's access to sexual and reproductive health services.

Please note the following definitions:

- As per section 2.1 of the Canada Summer Jobs Articles of Agreement, "project" means the hiring, administration of, job activities, and organization's activities as described in the Application Agreement.
- To "advocate" means to promote, foster, or actively support intolerance, discrimination, and/or prejudice.
- To "undermine or restrict" means to weaken or limit a woman's ability to access sexual and reproductive health services. The Government of Canada defines sexual and reproductive health services as including comprehensive sexuality education, family planning, prevention and response to sexual and gender-based violence, safe and legal abortion, and post-abortion care.

## What Youth Participants are Eligible?

To be eligible, youth must:

- be between 15 and 30 years of age at the start of the employment;
- be a Canadian citizen, permanent resident, or person to whom refugee protection has been conferred under the *Immigration and Refugee Protection Act* 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.

The program's broader objectives as part of the Youth Employment Strategy are to improve the labour market participation of Canadian youth.

\*International students are not eligible participants. International students include anyone who is temporarily in Canada for studies and who is not a Canadian citizen, permanent resident, or person who has been granted refugee status in Canada. As the objective of the CSJ program is to support youth entering the Canadian labour market, the temporary nature of an international student's time in Canada does not allow for a long-term connection to the labour market.

As per section 13.1(a) of the Articles of Agreement, youth hired for a Canada Summer Jobs-funded job cannot 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 parental leave.

Program funding cannot be used for self-employment, and the employer must establish an employer-employee relationship with the youth participant.

It is your responsibility to ensure that the youth hired meet the eligibility criteria. If you hire an ineligible youth, a letter of ineligibility of the youth will be sent to you and the costs expended for the youth will not be reimbursed.

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

You will be expected to make all reasonable recruitment efforts to hire a priority youth 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 have questions about youth eligibility, contact Service Canada for more information.

## **What Costs are Eligible?**

### **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.

To improve the quality of the work placement, you are encouraged to pay more than the minimum wage and offer a paid position that is longer than the duration of the Agreement; 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 youth \$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 of \$10.50, i.e. \$5.25.

The following table provides the known minimum hourly wage for each province and territory at the time of publication of this Applicant Guide. It is your responsibility to confirm the minimum wage at the time of employment.

<b>Province / Territory</b>	<b>Minimum Hourly Wage</b>
Alberta	\$15.00 (as of October 1, 2018)
British Columbia	\$12.65 (as of June 1, 2018) and \$13.85 (as of June 1, 2019)

Province / Territory	Minimum Hourly Wage
Manitoba	\$11.35 (as of October 1, 2018)
New Brunswick	\$11.25 (as of April 1, 2018)
Newfoundland and Labrador	\$11.15 (as of April 1, 2018)
Northwest Territories	\$13.46 (as of April 1, 2018)
Nova Scotia	\$11.00 (as of April 1, 2018)
Nunavut	\$13.00 (as of April 1, 2018)
Ontario	\$14.00 (as of January 1, 2018)
Prince Edward Island	\$11.55 (as of April 1, 2018)
Quebec	\$12.00 (as of May 1, 2018)
Saskatchewan	\$11.06 (as of October 1, 2018)
Yukon	\$11.51 (as of April 1, 2018)

### **Mandatory Employment Related Costs (MERCs)**

Employers are required by law to pay:

- Employment Insurance premiums, Canada or Quebec Pension Plan contributions;
- Vacation pay;
- Workers' Compensation premiums or equivalent liability insurance (if applicable);
- Health Services Fund, Quebec parental insurance premiums, and Commission des normes, de l'équité, de la santé et de la sécurité du travail in Quebec;
- Health and Post-Secondary Education Tax in Newfoundland and Labrador;
- Health and Post-Secondary Education Tax Levy in Manitoba; and,
- Employer Health Tax where applicable.

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.

If you are a not-for-profit employer, you are eligible for the reimbursement of MERCs for up to 100% of the minimum hourly wage in the province or territory where the activities will take place. If you are a public or private sector employer, you are not eligible for reimbursement of MERCs.

### **Overhead Costs - Youth with Disabilities**

Service Canada recognizes that persons with disabilities face additional barriers to entering the workforce. To help persons with disabilities obtain employment, and to encourage employers to hire persons with disabilities under this program, you may be eligible for additional funding of up to \$3,000 per youth with disabilities to accommodate the youth within the work environment.

Personal tools and adaptations and professional support services (e.g. visual language interpreters) that the youth requires to accomplish tasks covered under the agreement may be considered eligible. Contact Service Canada for more information.

### **Duration and Hours of Work**

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

You are 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 and costs may not be reimbursed.

Jobs must be full-time from a minimum of 30 to a maximum of 40 hours per week. Any weeks during which you provide fewer than the minimum 30 hours of work may be deemed ineligible.

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.

Youth with disabilities or with other barriers to full-time employment may be eligible to work part-time. Please discuss with Service Canada once your application has been approved and the youth has been selected.

## 4. Assessment Criteria

The **Assessment Criteria** are used to evaluate the quality of your application compared to other projects submitted in this competitive process.

Applications will be assessed for quality against the following criteria, using information contained in your application:

1. Provide quality work experiences for youth;
2. Provide youth with opportunity to develop and improve their skills; and,
3. Respond to national and local priorities to improve access to the labour market for youth who face unique barriers.

### **Objective 1: Provide quality work experiences for youth (40 points)**

The quality of the work experience will be assessed against your supervision plan and mentoring plan, what skills you will help the youth to develop, the duration of the placement, the wage offered, and the commitment to providing a safe and respectful work environment. For many youth, this placement is likely one of their first experiences in the labour market. Therefore, priority will be given to applications that demonstrate the following:

1. The job(s) provides a salary above the provincial or territorial minimum wage and/or you intend to retain the youth as an employee following the end of the Canada Summer Jobs agreement. (10 points)
2. The youth will be supervised and mentored. You must provide a detailed supervision plan and a detailed mentoring plan including what opportunities you will provide for early work and career-related experience (see details below). (20 points)
3. The work environment is safe and inclusive, free from harassment and discrimination. You must describe the measures in place in your work environment (see details below). (10 points)

#### Supervision Plan

Your supervision plan should be task-oriented and focused on the specific job activities. The supervisor will observe the youth's work, ensure the completion of tasks, evaluate the quality of the work, provide feedback on performance, and ensure that work environment health and safety measures are enacted, including measures to provide a work environment free of harassment and discrimination.

The supervision plan must specify who will supervise the youth, 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 youth, as per section 9.1(a) of the Articles of Agreement.

If the youth 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 work environment, you must ensure that there is sufficient training and supervision to support the youth in obtaining a meaningful work experience. You must also ensure that the youth can still benefit from the experience of working with others, building interpersonal skills, learning work environment protocols, etc.

Your supervision plan should detail how this remote support will be provided and how the youth 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 youth's work hours whom they can contact for help or direction, involving the youth 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 youth.

### Mentoring Plan

Your mentoring plan should be focused on the long-term career development of the youth. The mentor will provide guidance related to the professional and career development goals of the youth. The mentoring plan must explain how the employer will help the youth develop basic skills such as client service, digital skills, teamwork, leadership and communication or specific skills associated with an occupation. The mentoring plan must describe how the youth 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.

If your organization intends to hire a youth that would like to explore particular fields as a career, you are encouraged to explain how you will ensure that the work placement will provide the youth with the skills and experience to assist them in their chosen career path (i.e., through career-related training or on-the-job exposure to practical applications of their discipline).

### Safe and Inclusive Work Environment, Free from Harassment and Discrimination

You must demonstrate that the work environment is safe, respectful and free from harassment and discrimination.

Ways to provide a safe and respectful work environment include:

- providing advice, tools and resources to help all employees to prevent and resolve conflicts, to feel safe to bring forward issues and complaints, and to navigate what can be a complex process;
- having leaders at all levels demonstrate a commitment to a work environment that is free from harassment, reinforce a respectful organizational culture, and take action when inappropriate behaviour occurs;
- providing employees and managers with training and support to better understand civil and respectful work environments; and

- ensuring appropriate safety measures are in place for both the work environment and job activities and that all employees receive the necessary training. Safety measures will be evaluated in relation to the work environment and the type of job.

Your organization will be assessed in relation to the work environment and specific job type and activities. Service Canada will consider each case on its merits, comparing the risks with the benefits for the youth. Factors that may be considered include:

- Providing Information on the Workplace Hazardous Materials Information System (WHMIS): WHMIS is Canada's national hazard communication standard. All of the provincial, territorial and federal agencies responsible for occupational safety and health have established WHMIS employer requirements within their respective jurisdictions. Employer requirements ensure that hazardous products used, stored, handled or disposed of in the work environment are properly labelled, that Safety Data Sheets are made available to workers, and that workers receive education and training to ensure the safe storage, handling, use and disposal of controlled products in the work environment;
- Listing Work Environment Hazards: Hazards may include chemical, ergonomic, physical, and psychosocial, all of which can cause harm or adverse effects in the work environment;
- Providing Necessary Certifications: When the proposed job activities require safety certifications, you are responsible for providing the youth with the necessary training and certification; and,
- Demonstrating work environment Safety: As part of training and supervision, you must demonstrate safe work environment practices, including an appropriate understanding of overall work safety procedures, knowledge of the safe use of work environment tools and equipment, and awareness of known and foreseeable work environment hazards.

These health and safety practices may take the form of meetings, on-site training, inspections, and job hazard analyses.

As per section 9.1(c)(d) of the Articles of Agreement, you are responsible for ensuring the job is carried out in a safe environment and for providing the youth with all information concerning health and safety, including for a remote work location (e.g. personal premises or somewhere outside of a traditional work environment).

As per section 15.1 of the Articles of Agreement, the project will not consist of projects or activities that:

- restrict access to programs or, services, or employment, or otherwise discriminate, contrary to applicable laws, on the basis of prohibited grounds, including sex, genetic characteristics, religion, race, national or ethnic origin, colour, mental or physical disability, sexual orientation, or gender identity or expression;
- advocate intolerance, discrimination and/or prejudice; or
- actively work to undermine or restrict a woman's access to sexual and reproductive health services.

As per Section 31.1 of the Articles of Agreement, 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; any accessibility 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.

## **Objective 2: Provide youth with opportunity to develop and improve their skills (20 points)**

You must demonstrate the skills that will be developed and how the youth will develop them, for example:

- **Client Service:** Client Service refers to the ability to communicate efficiently and professionally with clients. At work, client service skills are required to interact with clients on behalf of the employer.
- **Teamwork:** Teamwork refers to the skills needed to interact with other people. At work, people work with others in pairs and in small and large groups to coordinate tasks, share resources, plan, make decisions, negotiate, solve conflicts and complete other activities that involve teamwork.
- **Communication:** Communication refers to the skills needed to exchange thoughts and information with other people. This exchange can happen orally by speaking, listening and using non-verbal cues, such as body language or in writing. At work, people use communication skills to talk to customers, discuss products with suppliers, explain work procedures to co-workers, participate in virtual sales meetings with clients, and other activities that involve verbal or written exchanges.
- **Digital Skills:** Digital technology refers to the skills needed to understand and use digital systems, tools and applications, and to process digital information. At work, people use digital technology skills to input, access, analyze, organize, create and communicate information and ideas using computers, software, point-of-sale equipment, email, podcasts, web applications, smart phones and other digital devices.
- **Leadership:** Leadership refers to a number of skills, including communication, honesty, relationship building, and the ability to delegate. At work, leadership skills are required when working in a team, demonstrating initiative, and taking responsibility for the completion of tasks that require multiple employees.

## **Objective 3: Respond to national and local priorities to improve access to the labour market for youth who face unique barriers (40 points)**

### **National Priorities (20 points)**

National priorities are established to help the program achieve its objectives of helping young people, particularly those facing barriers to employment, to transition to the labour market.

If you do not provide an explanation of how your project supports the national priorities, you will not be awarded points for this assessment criterion. If your application demonstrates that it meets more than one national priority, you will be awarded additional points.

To obtain points in this category, you are required to indicate and include a clear description of how your project supports one or more of the following priorities:

**1. Organizations that:**

- a. Provide services to youth who self-identify as being part of the groups which are underrepresented or have additional barrier to the labour market; or,**
- b. express an intent to hire youth who self-identify as being part of the groups which are underrepresented or have additional barrier to the labour market.**

Underrepresented youth are any of the following:

- Recent immigrant youth and recent refugee youth (recent is defined as having arrived in Canada in the past 5 years);
- Youth who have not previously been employed and for whom this would be their first job experience;
- Indigenous;
- Youth with disabilities;
- Youth who have not completed high school;
- Visible minorities;
- LGBTQ2 youth; and
- Women in science, technology, engineering and mathematics (STEM).

**2. Opportunities for youth to gain work experience related to the skilled trades**

Additional points will be awarded to employers who express an intention to hire youth who will gain exposure and work experience related to the skilled trades. For the purpose of this priority, skilled trades are defined as Red Seal trades.

Employers must have the intention to hire youth who are not already working as registered apprentices and who will not be working in the capacity as an apprentice during their summer placement.

**3. Opportunities for youth in rural areas (RAs) and remote communities and Official Language Minority Communities (OLMCs)**

- a. Rural and Remote Communities: As per Statistics Canada, a rural area is a community with a population of less than 1,000 and a population density below 400 inhabitants per square mile and a remote area is located in a “no metropolitan influenced zone.” If you are uncertain if your community is rural or remote, please contact Service Canada. Note that Service Canada will verify your classification during assessment.

- b. OLMC: An official-language minority is either a French-speaker or French-speaking population living outside of Quebec, where English is predominant, or an English-speaker or English-speaking population living in Quebec, where French is predominant. A list of communities can be found here: <https://www.canada.ca/en/treasury-board-secretariat/services/values-ethics/official-languages/linguistic-minority-populations-first-official-language-spoken-2011-census-data.html>

**4. Small businesses, in recognition of their contribution to the creation of jobs**

Small business must have fewer than 50 employees to be eligible.

**5. Organizations which deliver supports or services to seniors.**

Recognizing the importance of seniors in Canadian society, this national priority will foster intergenerational links between seniors and youth.

**Local Priorities (20 points)**

Local priorities are established for each constituency by Members of Parliament throughout the country taking into account community services and local events, local labour market information, including sectors experiencing labour shortages, and national priorities.

To obtain points in this category, you are required to indicate and include a clear description of how your project supports the local priorities for your constituency as detailed at the following link: [Local Priorities by province and constituency](#).

If you do not provide an explanation of how your project supports local priorities, you will not be awarded points for this assessment criterion. If your application demonstrates that it meets more than one local priority, you will be awarded additional points.

## 5. Apply

### Application Process

**THE APPLICATION DEADLINE IS JANUARY 25, 2019.**

You may submit a fillable application by clicking [here](#).

#### Important technical notes

- The fillable form will be available for a maximum of 20 hours. If you do not successfully complete it within this timeframe, it will expire and you will have to start over.
- Your application cannot be saved and accessed at a later time.

If you submit using the fillable form, note that you will have the option to print a copy of your application for your records prior to completing your submission. **Please note, however, that you must still click SUBMIT after the PRINT SCREEN in order to complete your application. If you do not click SUBMIT, your application will not be processed.**

Confirmation of receipt will be sent by email. If you do not receive a confirmation number acknowledging the application has been received, you have not completed the submission properly.

#### New changes to online services

For 2019, you can still register with ESDC's Grants and Contributions Online Services (GCOS). Creating a GCOS account takes a few weeks but is a one-time process. Given the application deadline of January 25, 2019, please submit your application by clicking [here](#).

GCOS can be used to apply for various funding opportunities with Employment and Social Development Canada in a secure web environment. GCOS allows you to submit and track your application status, sign agreements, manage active projects, submit supporting documents, and review past projects submitted through GCOS.

You can create your account ahead of time so you are ready to apply for future grants and contributions funding opportunities. You will have convenient 24/7 access to your account including on all mobile devices.

For the step-by-step process to create a GCOS account, click [here](#).

If you have an active GCOS account and need details about completing the application online, click [here](#).

**In person:**

Your application must be received before the close of business of the Service Canada Office **on January 25, 2019**. Consult the Service Canada website for the hours of service of the Service Canada Offices. Please note additional administrative delays might apply.

**By mail:**

Your application must be postmarked on or before **January 25, 2019**. Consult the Canada Summer Jobs website for the address where to send your application. Please note additional administrative delays might apply.

**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 will cause longer processing times for your application.

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 for future communication with Service Canada.

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

## **Your Application**

*It is recommended that you consult this section while filling in the Application for Funding, as it provides important details on the information and supporting documentation that we require to assess your application. Provide your answers on the application form and attach only the documents requested.*

**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 detailed in 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, not your organization's address or location, determines the constituency for which the application will be assessed. Please note that if you submit multiple applications within the same constituency, Service Canada may merge your applications into a single application.

You must submit a separate application form for each constituency, if you are applying for multiple jobs based in more than one 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);
- CRA business number;
- Email address of the employer representative;
- Mailing address of your organization;
- Number of full-time employees working in Canada; and,
- Date that your organization was created.

**NOTE:** As in previous years, Service Canada will post on the Government of Canada's Canada Summer Jobs website the contact information, including the email address and the contact for the organization, of employers approved for funding. Please keep this in mind when providing contact information on your application.

In addition to posting a list of funded organizations with contact information, beginning in 2019, Service Canada will automatically post all positions funded by Canada Summer Jobs online at Job Bank. Job Bank is the Government of Canada's leading source for jobs and labour market information. It offers users free occupational and career information such as job opportunities, educational requirements, main duties, wage rates and salaries, current employment trends, and outlooks. The site can help people search for work, make career decisions, see what jobs will be in demand, and much more. Employers can also [advertise jobs for free](#).

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

## **Part A – Employer Information**

Please enter organizational information.

### **1. Canada Revenue Agency Business Number**

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

**Note:** In order to complete an online application using GCOS or the online form, 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 obtain 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, 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 the legal name. Please note that payments will be issued using only the first 44 characters of the legal name.

### **3. Operating (Common) Name (if different from legal name)**

Indicate the common name of your organization (it may be different than the legal name). If it is an acronym, indicate the common name in full.

Note that this name will be posted publicly on the Canada Summer Jobs website for youth to contact should they have questions regarding the job placement.

This information will also be posted on Job Bank.

### **4. Telephone Number**

Indicate the telephone number of your organization.

Note that this phone number will be posted publicly on the Canada Summer Jobs website for youth to contact should they have questions regarding the job placement.

This information will also be posted on Job Bank.

### **5. Organization Email Address**

Indicate the email address of your organization.

Note that this email address will be posted publicly on the Canada Summer Jobs website for youth to contact should they have questions regarding the job placement.

This information will also be posted on Job Bank.

### **6. (a) Name of Employer Representative and Title**

The employer representative must be a person with whom Service Canada can communicate regarding your application or any consequent agreement throughout the duration of the summer and regarding questions related to payment claims. This individual must be fully informed on both the application and the proposed activities.

### **6. (b) Telephone Number of Employer Representative**

Indicate the telephone number of your employer representative.

### **7. Email Address of Employer Representative**

The inbox for this email address should be monitored regularly since this email address will be used to send you information regarding Canada Summer Jobs and your application including the outcome of the assessment of your application.

**Note that this email address will receive mandatory reporting documents from Service Canada during and after the agreement.**

#### **8. Preferred Language of Communication**

Indicate the official 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. Describe your organization's activities**

Provide a summary of your organization's activities.

#### **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 Organization**

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

This information will also be posted on Job Bank.

#### **13. Address of the Location of the Proposed Activities. If different from mailing address, please explain why.**

Indicate the main address where the youth 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 mailing address of the organization and the address of the location of the proposed activities are different, please provide an explanation.

**Important:** The employer must offer the job within the constituency for which the application is submitted. This includes cases where the youth 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 work environment.

If the location of the proposed activities changes after you submit your application or after you are approved for funding (e.g. once the youth is recruited and the 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 to 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 work environment, you are 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).

This information will also be posted on Job Bank.

**14. If the proposed activities will take place in multiple locations, will they be held within the same constituency?**

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 youth 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. To determine the constituency in which the activities will take place, consult the Elections Canada website.

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

Please refer to Section 13.1(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.

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

Please refer to Section 13.1(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.

**17. Is a payment plan in place?**

If your organization does owe any amount to the Government of Canada, indicate if an arrangement was made for repayment (for each amount owing).

**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 job title. If you intend to hire more than one youth 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 youth hired using Canada Summer Jobs 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.**

## **18. Job Information**

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 preferred level of education of the youth. Salaried jobs need to be calculated as an hourly wage rate. If your application is approved, it may not be for all the jobs requested.

### **Job Title and Hourly Wage Rate**

Indicate the job title and hourly wage of each job for which you are requesting funding. You must pay at least the adult minimum wage in effect at the time of the employment based on provincial and territorial regulations.

It is your responsibility to confirm the minimum wage at the time of employment. See **Section 3 – Screening for Eligibility** for more details.

This information will be posted on Job Bank.

### **Tasks and Responsibilities**

Indicate the tasks and responsibilities of the youth. 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 24.1(1)(f) of the Articles of Agreement, otherwise the job may be considered ineligible for funding.

The job activities must be eligible. See **Section 3 – Screening for Eligibility** for more details.

### **Language required for job**

Select English, French, or Other. If Other, please indicate the required language.

### **National Occupational Classification (Mandatory)**

The National Occupational Classification is the national reference on occupations in Canada. It comprises more than 30,000 occupational titles organized according to skill levels and skill types.

GCOS and the online application form will automatically provide you with support to determine the correct code for the proposed job activities. Applicants using the paper application form should visit [this link](#) to determine the correct National Occupational Classification for the proposed job activities. To find the correct code, type the proposed job title in the Quick Search box located at the top of the page to generate a list of possible occupations. When reviewing the potential occupations, the accompanying education, main duties and employment requirements should correspond to the job performed.

An FAQ is available at [this link](#). For more information, contact Service Canada.

This information will be posted on Job Bank.

### **Supervision and Mentoring (Mandatory)**

It is mandatory that your application describe your supervision and mentoring plans. Indicate the elements of the supervision plan and mentoring plan by selecting all boxes appropriate to your plans and describe the details of each plan.

For many youth, this job placement is likely one of their first experiences in the labour market. Additional points will be given to organizations that explained how they will nurture the development of their young employees.

See **Section 4 – Assessment Criteria** for more details.

### **What skills will the youth develop during this placement? (Mandatory)**

Indicate all skills that the youth will develop during the placement. You must describe the steps you will take to assist the youth to develop the skills you have selected, demonstrating how the work experience will build both job specific skills (e.g., client service, digital skills) and transferable skills (e.g., teamwork, leadership, communication).

See **Section 4 – Assessment Criteria** for more details.

### **Please describe your Health and Safety Practices in the work environment (Mandatory)**

Indicate how you will ensure that the youth is aware of health and safety practices in the work environment by selecting the appropriate boxes and describing the indicated practices. Your organization's health and safety measures will be evaluated in relation to the work environment and specific job type and activities. Service Canada will consider each case on its merits, comparing the risks with the benefits for the youth.

See **Section 4 - Assessment Criteria** for details.

### **Please describe the measures your organization has in place to ensure hiring practices and a work environment free of harassment and discrimination**

See **Section 4 – Assessment Criteria** for details.

### **Preferred Level of Education of the Youth**

Check the applicable box.

Note that the preferred level of education of the youth is not a factor in assessment. This information is being collected for reporting and monitoring purposes only. The Canada Summer Jobs program is open to all youth ages 15-30 regardless of level of education or student status.

This information will be posted on Job Bank.

**Will this job be a career-related work experience?**

The term “career-related” means the job provides a youth 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 youth, and demonstrate how the job is related to the current or future field of academic studies.

**Does your organization intend to keep the youth on staff beyond the duration funded under Canada Summer Jobs?**

Indicate Yes or No.

See **Section 4 – Assessment Criteria** for details.

**Does this job support a national priority?**

If you answer yes, indicate one or more national priorities supported by the job and describe how the job supports the priority or priorities. You will not receive assessment points if you do not describe how the job supports the priority.

See **Section 4 – Assessment Criteria** for details.

**Does this job support a local priority?**

If you answer yes, describe which local priorities are supported by the job and describe how the job supports the priority or priorities.

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

See **Section 4 – Assessment Criteria** for details.

**Part C – Employer Type**

**19. Organization Type**

Check the box that best describes your organization. In the case of a CRA-registered not-for-profit organization, 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 Canada Summer Jobs funding (e.g. a municipal library).

## **20. The activities of your organization focus on the provision of services in the community**

Check the applicable boxes. Ensure that you have already provided a description of your organization’s activities and adequately summarized its main activities (see above, **10. Describe your organization’s activities**) in order to substantiate how your organization focuses on the provision of these services.

## **21. Calculation of Employer’s Total Cost Including Contribution Requested**

**Note:** The paper application form only provides space for information on three different job titles. If you are applying for more than three different job titles using a paper application, you must make a copy of the Calculation of Employer’s Total Cost Including Contribution Requested page, complete the copy with information for each additional job title, and submit the copy with your application. 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. This issue can be avoided by registering for a GCOS account and submitting your application electronically as it allows for an unlimited number of job titles.

### **21(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.

Note that the National Occupational Classification code and description will be posted on Job Bank. See **National Occupational Classification** above for more information.

### **21(b). Number of Participants Requested**

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

### **21(c). Anticipated Start Date**

Indicate the date that you want the youth to begin employment. The earliest start date is April 23, 2019. Please note that the job’s latest end date is September 1, 2019.

**You cannot hire the youth before receiving the approval by Service Canada and the youth cannot start the employment before the start date approved by Service Canada.** If a youth is hired prior to the approval by Service Canada, this indicates that you would have hired the youth without the Canada Summer Jobs contribution. This makes the costs associated with the youth ineligible for reimbursement as per the Attestation and section 12.1 of the Articles of Agreement: “the Job(s) would not be created without the financial assistance provided under this Agreement.”

This information will be posted on Job Bank.

#### **21(d). Number of Weeks Requested**

Indicate the number of weeks for which you are requesting funding; it must be between six and sixteen weeks. You are encouraged to employ the youth longer than the requested number of weeks.

#### **21(e). Number of Hours per Week Requested**

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

#### **21(f). Hourly Wage to be Paid to the Participant**

Indicate the hourly wage including the contribution from Service Canada and other sources to be paid to the youth.

See **Section 3 – Screening for Eligibility** for details.

**Important:** You are responsible to ensure that the youth is paid and for making the necessary pay-related remittances to the CRA, in accordance with labour regulations in the province or territory where the employment is located, and as per section 31 in the Articles of Agreement.

#### **21(g). Hourly Wage Requested**

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 “What Costs Are Eligible” in the **Screening for Eligibility** section of this Guide.

#### **21(h). Mandatory Employment Related Costs (MERCs) Requested (if applicable)**

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.

If you are a private or public sector employer, indicate “0.”

See **Section 3 – Screening for Eligibility** for details.

#### **21(i). Total Contribution Requested**

Indicate the total contribution requested by using this formula:

$$(b \times d \times e \times g) + h$$

(Number of Participants Requested x Number of Weeks Requested x Numbers of Hours per Week Requested x Hourly Wage Requested) + MERCs Requested.

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

## **21 (j). Total Employer Contribution**

Indicate the total amount of the contribution you will pay towards hiring a youth by using this formula:

$((dx)xf)-i$

$((\text{Number of Weeks Requested} \times \text{Number of Hours per Week Requested}) \times \text{Hourly Wage to be Paid to the Youth}) - \text{Total Contribution Requested}$

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

### **If you are a not-for-profit employer, will you require an advance payment to pay the youth?**

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

The conditions under which advances may be provided are outlined as per section 6 of the Canada Summer Jobs 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 youth 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 youth beginning employment.

Service Canada will also validate your CRA business number, postal address, and primary contact information prior to issuing a payment.

### **Do you want to be informed about future Canada Summer Jobs Calls for Proposals?**

Indicate Yes or No.

### **Can Service Canada contact you regarding other Calls for Proposals from the Department?**

Indicate Yes or No.

## **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. It is important that you read the Articles of Agreement in its entirety before you sign the application as important changes have been made for the 2019 program year.**

Therefore, it is important that an authorized person signs the application or submits the online application. Please read Section 34 of the Articles of Agreement prior to signature: "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."

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

1. I have read, understood and will comply with the Canada Summer Jobs Articles of Agreement;
2. I have all the necessary authorities, permissions and approvals to submit this application on behalf of myself and my organization;
3. The job would not be created without the financial assistance provided under a potential contribution agreement; and,
4. Any funding under the Canada Summer Jobs program will not be used to undermine or restrict the exercise of rights legally protected in Canada.

To "undermine or restrict" means to weaken or limit the ability to exercise rights legally protected in Canada.

**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 will affect eligibility and funding may be revoked.

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

If you submit using the online system, note that you will have the option to print a copy of your application for your records prior to completing your submission. **Please note, however, that you must still click SUBMIT after the print screen in order to complete your application. If you do not click SUBMIT, your application will not be processed.**

Please note that a confirmation will be sent by email. If you do not receive a confirmation number acknowledging the application has been received, you have not completed the submission properly. In addition, a signature may be required later.

## 6. Follow Up

### What happens after I submit my application?

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.

Based on their knowledge of local priorities and circumstances, MPs have the opportunity to review the list of assessed projects for their constituencies and to propose changes to help ensure local priorities are met. In cases where MPs do not participate in the review process, the project lists established by Service Canada based on the program assessment criteria are reviewed for approval.

Service Canada will inform you of the status of your application starting in April 2019. All decisions on ineligible and recommended applications (subject to budget availability) will be confirmed in writing (i.e. by email or by mail). You can also check the status of your application through GCOS if you applied via GCOS.

### Privacy Notice Statement

The information you provide is collected under the authority of the *Department of Employment and Social Development Act*. Refusal to provide information will result in your application not being considered for funding. The information will be used to determine your eligibility for Canada Summer Jobs, its administration and for subsequent evaluation and accountability purposes, and to support the administration or enforcement of other programs in Employment and Social Development Canada, including Service Canada and the Labour Program. 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.

Should your application be deemed eligible, the information you provide will be shared with your respective Member of Parliament to ensure local priorities are considered. It will also be used to notify employers whose Canada Summer Jobs funding applications have been approved. The Department and your Member of Parliament may use the information to help promote the program. In accordance with the *Privacy Act* and *Department of Employment and Social Development Act*, information on funded applicants will be disclosed.

In the event that the application contains personal information, the personal information will be 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 ESDC PPU 706. Instructions in obtaining this information are outlined in the government publication available online, entitled Info Source. Info Source may also be accessed on-line at any Service Canada Centre.

The application is also subject to the *Access to Information Act* (ATIA). The ATIA provides every person with a right of access to information under the control of the Department, subject to a limited set of exemptions.

## **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.

Please note that activities cannot begin before your project is approved and an agreement has been signed by both the recipient and Service Canada. The receipt of an application does not in itself constitute a commitment on the part of Service Canada. You should not assume any commitment on the part of Service Canada until funding has been approved and a formal agreement has been signed by a representative of Service Canada. Service Canada will notify you in writing of the outcome of the review of your application.

In the event that financial irregularities are discovered, Service Canada may verify information with the Canada Revenue Agency.

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 20.2 of the Articles of Agreement.

## **Contact Us**

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

Government  
of CanadaGouvernement  
du Canada

PROTECTED 'B' (when completed)

## 2019 CANADA SUMMER JOBS APPLICATION / AGREEMENT

Before you complete your application, you must read the Applicant Guide and the Canada Summer Jobs Articles of Agreement to be able to continue.

### ▼ Canada Summer Jobs Articles of Agreement

#### 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 the Organization" 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 program, a component of the Youth Employment Strategy, under which financial assistance may be provided to Employers to encourage these Employers to hire youth 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:

- the document hereto entitled "Canada Summer Jobs - Application/Agreement";
- 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 the job activities and related information described in Part B - Job Details 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 premiums, Canada or Quebec Pension Plan contributions, vacation pay, Workers' Compensation Premiums or equivalent liability insurance (if applicable), Health Services Fund, Quebec Parental Insurance premiums, Commission des normes, de l'équité, de la santé et de la sécurité du travail in Quebec, Health and Post-Secondary Education Tax in Newfoundland and Labrador, Health and Post-secondary Education Levy in Manitoba, and Employer Health Tax where applicable;

"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;

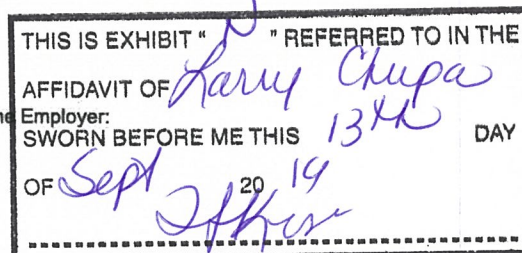
"Participant" means an individual who is hired by the Employer for a Job during the period set out in the "Calculation of Approved Canada Summer Jobs Contribution Amount" document and who:

- is between 15 and 30 years of age (inclusive) at the start of employment;
- is a Canadian Citizen, permanent resident, or person on whom refugee protection has been conferred under the *Immigration and Refugee Protection Act*\* and;
- is legally entitled to work according to the relevant provincial / territorial legislation and regulations.

\*International students are not eligible. Recent immigrants are eligible if they are Canadian Citizens or permanent residents.

"Project" means the hiring, administration of, and job activities, and organization's activities as described in the Application/Agreement;

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) Upon validation of the Employer's business number, and 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. following the receipt of a cash flow forecast, 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 OF CONTRIBUTION

7.1 Canada may, upon not less than fifteen (15) days' notice, reduce its contribution under this 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 contribution 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 - if 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 - if 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. be solely and absolutely responsible for the hiring, management, supervision and control of the Job(s);
- b. provide the Participant(s) with an adequate supervision, mentoring, skills acquisition, learning and work experience;
- c. ensure that the Job(s) are carried out in a safe, inclusive and healthy environment;
- d. provide the Participant(s) with all the information concerning health and safety standards and regulations regarding their work environment and, if necessary, provide training, information and safety equipment required to accomplish their tasks;
- e. inform Canada promptly in writing forthwith of any injury suffered by the Participant(s) while carrying out the Job(s); and
- f. remit Mandatory Employment Related Costs on behalf of the Participant(s).

9.2 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. Funding shall only be used for the Project as approved and not for any activities outlined in section 15.1.

**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 Participants will also be asked to complete a survey to report on their experience with the Canada Summer Jobs program.

10.4 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.

10.5 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.

10.6 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.

10.7 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.

**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 contribution 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 ATTESTATION

12.1 The Employer attests that:

- I have read, understood and will comply with the Canada Summer Jobs Articles of Agreement;
- I have all the necessary authorities, permissions and approvals to submit this application on behalf of myself and my organization;
- The job would not be created without the financial assistance provided under a potential contribution agreement;
- Any funding under the Canada Summer Jobs program will not be used to undermine or restrict the exercise of rights legally protected in Canada.

## 13 EMPLOYER DECLARATION

13.1 The employer declares, represents 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 parental 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. an employer/employee relationship will be established with the Participants.
- g. the Declaration made in the application continues to be true and accurate and will remain true and accurate throughout the duration of this Agreement.

## 14.0 INELIGIBLE EMPLOYERS

14.1 The employer represents, declares and warrants that the project will not be delivered by:

- Members of the House of Commons and the Senate;
- Federal Government Departments and Agencies;
- Provincial and Territorial Departments and Agencies;
- Organizations that engage in partisan political activities;

## 15.0 INELIGIBLE JOB ACTIVITIES

15.1 The employer represents, declares and warrants that the project will not consist of:

- Projects consisting of activities that take place outside of Canada;
- Activities that contribute to the provision of a personal service to the employer;
- Partisan political activities;
- Fundraising activities to cover salary costs for the youth Participant; or
- Projects or job activities that:
  - restrict access to programs or, services, or employment, or otherwise discriminate, contrary to applicable laws, on the basis of prohibited grounds, including sex, genetic characteristics, religion, race, national or ethnic origin, colour, mental or physical disability, sexual orientation, or gender identity or expression;
  - advocate intolerance, discrimination and/or prejudice; or
  - actively work to undermine or restrict a woman's access to sexual and reproductive health services./i>

## 16.0 RELATIONSHIP BETWEEN THE PARTIES AND NON-LIABILITY OF CANADA

16.1 The hiring, management, supervision and control 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.

16.2 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 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.

## 17.0 INDEMNIFICATION

17.1 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.

## 18.0 CONFLICT OF INTEREST

18.1 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.

18.2 No member of the Senate or the House of Commons or member of their immediate family 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.

## 19.0 NEPOTISM

19.1 No cost incurred by the Employer in relation to a Participant who is a member of the Immediate Family of the Employer or, who is a member of the Immediate Family of an officer or director of the Employer, is eligible for reimbursement under the Agreement. If 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, the costs may be eligible for reimbursement.

19.2 For purposes of section 18.2 and 19.1, "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 one permanently residing with the Employer, officer or director, as the case may be.

19.3 For the purpose of section 19.2, "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.

## 20.0 FINANCIAL RECORDS AND AUDIT REQUIREMENTS

20.1 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.

20.2 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.

20.3 In the event that financial irregularities are discovered, Canada may verify information with the Canada Revenue Agency.

## 21.0 INQUIRY BY THE AUDITOR GENERAL OF CANADA

21.1 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.

## 22.0 EVALUATION

22.1 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 22.2 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.

This includes a mandatory survey that will be administered at the end of the program year. The Employer agrees to complete this questionnaire and submit to Canada as part of the final reporting process.

22.2 The Employer shall provide Canada with the contact information of a person (name, address, phone number and e-mail address) referred to in section 22.1 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.

## 23.0 DISPOSITION OF ASSETS

23.1 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.

23.2 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 23.1 costing \$1,000 (before taxes) or more that have been preserved by the Employer shall be:

- a. sold at 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.

## 24.0 TERMINATION OF AGREEMENT

### *Termination for Default*

24.1 (1) The following constitute Events of Default:

- a. the Employer becomes bankrupt;
- b. the Employer 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;
- c. the Employer ceases to operate;
- d. the Employer is in breach of or non-compliant with, any provision of this Agreement;
- e. 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;
- f. the Employer has changed the tasks and responsibilities of the Participant(s), as described on the Application/Agreement, without Canada's prior approval; or
- g. the Employer is in breach of the provisions of Sections 12, 13, 14, or 15.

(2) If:

- a. an Event of Default specified in paragraphs (1)(b), (c) or (g) occurs, or
- b. an Event of Default specified in paragraphs (1)(d), (e) or (f) 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 or revoke any further payment under this Agreement until the end of the period given to the Employer to remedy the Event of Default.

(4) If an event of Default specified in paragraph 1(d) occurs, the Employer shall have seven (7) days following receipt by the Employer of written notice of default to make written representations to Canada, which will be considered by Canada in its decision as to whether to terminate this Agreement. Further to consideration of the Employer's written representations, or if no written representations are delivered by the Employer within the required deadlines, Canada will make a final determination as to whether to terminate the Agreement and will notify the Employer in writing of said decision. If Canada decides to terminate the Agreement pursuant to paragraph 4, written notice of termination will be provided to the Employer.

(5) Further to the process set out in paragraph 4, in the event that Canada provides written notice of termination to the Employer, Canada shall no longer have an obligation to make any further financial contributions to the Employer or if no financial contributions have been made to date, Canada will have no obligation to make such a financial contribution to the Employer.

(6) If this Agreement is terminated for an Event of Default specified in paragraph 1(d), this Event of Default may be taken into consideration by Canada in the assessment of any subsequent applications for funding by the Employer under the Canada Summer Jobs program, or any replacement or successor programs, for the next two years, and any such applications may be rejected by Canada on the basis of this Event of Default.

(7) If this Agreement is terminated for an Event of Default under this section, the Employer will repay Canada, promptly and by no later than thirty (30) calendar days from the date of Canada's notice of termination, the full amount of the contribution received by the Employer under this Agreement, together with interest calculated in accordance with the federal Interest and Administrative Charges Regulations. Any such amount is a debt due to Her Majesty in right of Canada and is recoverable as such.

(8) 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*

24.2 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*

24.3 In the event of a termination notice under section 24.2 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.

24.4 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 24 in the event of a termination of this Agreement.

## 25.0 INTEREST EARNED ON ADVANCES OF THE CONTRIBUTION

25.1 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.

## 26.0 REPAYMENT REQUIREMENTS

26.1 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.

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

## 27.0 REPORTS AND MONITORING OF PROJECT

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

27.2 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).

## 28.0 ACCESS TO INFORMATION

28.1 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.

## 29.0 INSURANCE

29.1 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.

## 30.0 INFORMING CANADIANS OF THE GOVERNMENT OF CANADA'S FUNDING

30.1 The Employer shall allow Canada sixty (60) days from the date of signature of the Agreement to announce the Project and to inform Participants (youth). 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.

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

30.3 The Employer 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.

## 31.0 COMPLIANCE WITH LAWS

31.1 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.

## 32.0 AMENDMENT

32.1 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.

## 33.0 NON-ASSIGNMENT OF AGREEMENT

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

## 34.0 WARRANTY OF AUTHORITY

34.1 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.

Exit

Continue

Government  
of CanadaGouvernement  
du Canada

PROTECTED 'B' (when completed)

## 2019 CANADA SUMMER JOBS APPLICATION SUMMARY

### SUMMARY OF THE APPLICATION

Tracking Number: \_\_\_\_\_

This is a copy of the application form only. It is imperative that you click on the "Submit to Service Canada" button, located on the previous screen to have your application sent to Service Canada and receive a confirmation number by e-mail. Please ensure to keep it for future reference.

Before you complete your application, you must read the [Applicant Guide](#) and the Canada Summer Jobs Articles of Agreement to be able to continue.

► [Canada Summer Jobs Articles of Agreement](#)

### Privacy Notice Statement

The information you provide is collected under the authority of the *Department of Employment and Social Development Act*. Refusal to provide information will result in your application not being considered for funding. The information will be used to determine your eligibility for Canada Summer Jobs, its administration and for subsequent evaluation and accountability purposes and to support the administration or enforcement of other programs in Employment and Social Development Canada, including Service Canada and the Labour Program. 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.

Should your application be deemed eligible, the information you provide will be shared with your respective Member of Parliament to ensure local priorities are considered. It will also be used to notify employers whose Canada Summer Jobs funding applications have been approved. The department and your Member or Parliament may use the information to help promote the program. In accordance with the *Privacy Act* and *Department of Employment and Social Development Act*, information on funded applicants will be disclosed.

In the event that the application contains personal information, the personal information will be 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 ESDC PPU 706*. Instructions in obtaining this information are outlined in the government publication available online, entitled Info Source. Info Source may also be accessed on-line at any Service Canada Centre.

The application is also subject to the Access to Information Act ("ATIA"). The ATIA provides every person with a right of access to information under the control of the Department, subject to a limited set of exemptions.

Do you, on behalf of the organization, agree with this Privacy Notice Statement? (Mandatory)

**Yes, I agree**

Canada Revenue Agency Business Number (Mandatory)

First Nine Digits: **106792120**

Type of Account: **RR**

Specific Account: **0001**

Legal Name of your Organization (Mandatory)

**BCM International (Canada) Inc.**

Operating (Common) Name (if different from legal name) (Mandatory)

**Mill Stream Bible Camp & Retreat Centre**

Organization Email Address (Mandatory)

**office@millstream.camp**

Telephone Number (Mandatory)

Area Code: **705** Exchange: **799** Number: **6521** Extension:

Employer Type: (Mandatory)

**Not-for-Profit**

Not-For-Profit Sector (Mandatory)

**Community, charitable or voluntary organization**

Year the Organization was Established? (Mandatory)

**1946**

Number of full time employees working in Canadian locations of your organization (Mandatory)

24

Mailing Address of Organization (Mandatory)

Address 1: 880 Old Mill Rd

Address 2:

City: Omemee

Province: Ontario

Postal Code: K0L 2W0

Name of Employer Representative (Mandatory)

Mr Larry A Chupa

Telephone number of Employer Representative (Mandatory)

Area Code: 705 Exchange: 799 Number: 6521 Extension:

Email Address of Employer Representative (Mandatory)

office@millstream.camp

Preferred Language of Communication - Spoken (Mandatory)

English

Preferred Language of Communication - Written (Mandatory)

English

Will the address of the location of the proposed activities be different from the mailing address? (Mandatory)

No

Describe your organization's activities (Mandatory)

Mill Stream Bible Camp & Retreat Centre offers a variety of summer camps in July and August and has year round retreat facilities for ministering to youth and adults. Mill Stream Bible Camp & Retreat Centre is a Bible-based, non-denominational organization. We are dedicated to developing Christian character in young people and leadership skills in youth and adults, through spiritual, physical, mental and social experiences in a camping environment and through our summer programs. We provide flexible programs, therefore giving exposure to new areas of interest and providing an atmosphere of fun, fellowship and Christian living.

The activities of your organization focus on the provision of services in the community: (Mandatory)

to persons with disabilities

to persons who are homeless or street-involved

to children or youth

related to environmental protection

related to public health or safety

Number of Jobs Requested (Mandatory)

6

Job Title (Mandatory)

Male Section Leader

Hourly Wage Rate to be paid to the participant (Mandatory)

15.00

Number of Weeks Requested (Mandatory)

16

Number of Hours per Week Requested (Mandatory)

40.00

Job Title (Mandatory)

Female Section Leader

Hourly Wage Rate to be paid to the participant (Mandatory)

15.00

Number of Weeks Requested (Mandatory)

16

Number of Hours per Week Requested (Mandatory)

40.00

Job Title (Mandatory)

Assistant Program Coordinator

Hourly Wage Rate to be paid to the participant (Mandatory)

**15.00**

Number of Weeks Requested (Mandatory)

**16**

Number of Hours per Week Requested (Mandatory)

**40.00**

Job Title (Mandatory)

**Activity Coordinator**

Hourly Wage Rate to be paid to the participant (Mandatory)

**15.00**

Number of Weeks Requested (Mandatory)

**12**

Number of Hours per Week Requested (Mandatory)

**40.00**

Job Title (Mandatory)

**Cabin Leader**

Hourly Wage Rate to be paid to the participant (Mandatory)

**15.00**

Number of Weeks Requested (Mandatory)

**8**

Number of Hours per Week Requested (Mandatory)

**40.00**

Job Title (Mandatory)

**Cabin Leader**

Hourly Wage Rate to be paid to the participant (Mandatory)

**15.00**

Number of Weeks Requested (Mandatory)

**8**

Number of Hours per Week Requested (Mandatory)

**40.00**

Number of Participants Requested (Mandatory)

**1**

Anticipated Start Date (Mandatory)

**2019 - 05 - 06**

Hourly Wage Requested (Mandatory)

**15.00**

Tasks and Responsibilities (Mandatory)

**In consultation with the Camp Director and Program Coordinator the Section Leader will advise and direct Cabin Leaders in counselling responsibilities. This individual will assist in directing and supporting camp programs and be responsible to organize people and activities. They will support positive cabin living experiences by providing immediate response to Cabin Leaders requiring assistance or counsel campers when situations arise. They will monitor staff and camper programs to ensure maximum safety is attained and assist in camp activities when needed.**

Language required for job: (Mandatory)

**English**

National Occupation Code:

**5254**

NOC Title:

**Program leaders and instructors in recreation, sport and fitness**

Please describe the nature of your supervision plan (Mandatory)

**On-site supervision**

Provide details of the supervision plan, such as who will supervise and the nature and frequency of supervision (Mandatory)

Provide details of the supervision plan, such as who will supervise and the nature and frequency of supervision (Mandatory)

**The Section Leader is directly supervised by the Program Coordinator however the Camp Director is involved with the training and assessment at all stages. The Section Leader will have daily contact with the Program Coordinator and receive daily on-going verbal feedback. All training, supervision and tasks are completed on-site.**

Please describe the nature of your mentoring plan: (Mandatory)

#### **One-on-one mentoring**

Provide details of the mentoring plan, such as who will provide mentoring, how the youth will be matched with a mentor, and how the mentor will help the youth develop relevant skills. (Mandatory)

**The Section Leader is directly mentored by the Program Coordinator however the Camp Director is involved with the training and assessment at all stages. Weekly evaluations focusing on successes and expanded leadership goals for the following week will be conducted by the Camp Director. All mentoring and tasks are completed on-site.**

What skills will the participant develop during this placement?

#### **Client service**

#### **Teamwork**

#### **Communication**

#### **Leadership**

Please describe how the client service skills will be developed (Mandatory)

**Our clients are our campers. All staff are trained to become competent in dealing with children by attending a week-long pre-camp training session as well as using the Expert Online Training courses which cover Youth Development & Play, Mental Health & Behavior, and Physical & Emotional Safety.**

Please describe how the teamwork skills will be developed (Mandatory)

**All of our staff spend much time developing a team dynamic. This is accomplished through pre-camp training sessions, planning and working with other team members to facilitate games and activities and support each other with problem solving scenarios prior to the campers arrival. The Section Leader oversees the Cabin Leaders as they work primarily in pairs in supervising children.**

Please describe how the communication skills will be developed (Mandatory)

**All of our staff receive communication skills training such as working with ADD/ADHD children, programming for differently abled youth, Autism Spectrum Disorder, homesickness and knowing how to help awkward children fit in. The Section Leader oversees the Cabin Leaders as they work on developing these skills.**

Please describe how the leadership skills will be developed (Mandatory)

**The Section Leader will delegate certain tasks and responsibilities to the Cabin Leaders and is responsible to ensure the Cabin Leader has the ability and training to complete them.**

Describe your health and safety practices in the work environment (Mandatory)

#### **Providing Information of the Workplace Hazardous Materials Information System**

#### **Listing work environment hazards**

#### **Demonstrating work environment safety**

**Providing a safe, inclusive, and healthy work environment free of harassment and discrimination (e.g. hiring practices, policies, guidelines)**

#### **Providing necessary certifications**

Specify the Information of the Workplace Hazardous Materials Information System your organization will provide (Mandatory)

**All staff are required to complete WHMIS/GHS training which is provided online and must provide a copy of the completion certificate.**

Please describe how you will be listing workplace hazards in your organization (Mandatory)

**All staff are trained in possible workplace hazards if applicable to their job position or responsibilities. The Section Leader is aware of all possible hazards and ensure that the Cabin Leaders are educated in these situations.**

Please describe how you will be demonstrating workplace safety (Mandatory)

**All staff members will have completed the Ontario Occupational Health and Safety Act Training either online or in class. Training is provided for the use of any tools or equipment required to complete their duties. The Section Leader will oversee the training and use of any equipment.**

Specify how your organization will be providing a safe, inclusive, and healthy work environment free of harassment and discrimination (e.g. hiring practices, policies, guidelines) (Mandatory)

**All staff are trained on the Abuse/Harassment Prevention Policy that is in place. This policy provides steps in reporting these situations and handing resolution. The Section Leader is provided additional training for dealing with any incidences which may occur.**

Please describe how you will be providing necessary certifications (Mandatory)

**Section Leaders must have completed the Ontario Occupational Health and Safety Act Training, WHMIS/GHS training and Ontario Accessibility Disability Act training. Printed certificates must be provided prior to employment.**

Preferred Level of Education of the participant (Mandatory)

**Post-Secondary**

Will this job provide a career-related work experience? (Mandatory)

**Yes**

Field of Studies (Mandatory)

**Parks & Recreation - directly related to course study working with children, teens and parents in an outdoor environment.**

**Education - directly related to course study working with children and teens.**

Do you wish for Service Canada to reimburse the Mandatory Employment Related Costs? (Mandatory)

**No**

Does this job support a national priority? (Mandatory)

**No**

Does this job support your Member of Parliament's local priorities? (Mandatory)

**No**

Does your organization intend to retain the youth as an employee following the end of the Canada Summer Jobs agreement? (Mandatory)

**No**

Number of Participants Requested (Mandatory)

**1**

Anticipated Start Date (Mandatory)

**2019 - 05 - 06**

Hourly Wage Requested (Mandatory)

**15.00**

Tasks and Responsibilities (Mandatory)

**In consultation with the Camp Director and Program Coordinator they will advise and direct Cabin Leaders in counselling responsibilities. This individual will assist in directing and supporting camp programs and be responsible to organize people and activities. They will support positive cabin living experiences by providing immediate response to Cabin Leaders requiring assistance or counsel campers when situations arise. They will monitor staff and camper programs to ensure maximum safety is attained and assist in camp activities when needed.**

Language required for job: (Mandatory)

**English**

National Occupation Code:

**5254**

NOC Title:

**Program leaders and instructors in recreation, sport and fitness**

Please describe the nature of your supervision plan (Mandatory)

**On-site supervision**

Provide details of the supervision plan, such as who will supervise and the nature and frequency of supervision (Mandatory)

**The Section Leader is directly supervised by the Program Coordinator however the Camp Director is involved with the training and assessment at all stages. The Section Leader will have daily contact with the Program Coordinator and receive daily on-going verbal feedback. All training, supervision and tasks are completed on-site.**

Please describe the nature of your mentoring plan: (Mandatory)

**One-on-one mentoring**

Provide details of the mentoring plan, such as who will provide mentoring, how the youth will be matched with a mentor, and how the mentor will help the youth develop relevant skills. (Mandatory)

**The Section Leader is directly mentored by the Program Coordinator however the Camp Director is involved with the training and assessment at all stages. Weekly evaluations focusing on successes and expanded leadership goals for the following week will be conducted by the Camp Director. All mentoring and tasks are completed on-site.**

What skills will the participant develop during this placement?

**Client service**

**Teamwork**  
**Communication**  
**Leadership**

Please describe how the client service skills will be developed (Mandatory)

**Our clients are our campers. All staff are trained to become competent in dealing with children by attending a week-long pre-camp training session as well as using the Expert Online Training courses which cover Youth Development & Play, Mental Health & Behavior, and Physical & Emotional Safety.**

Please describe how the teamwork skills will be developed (Mandatory)

**All of our staff spend much time developing a team dynamic. This is accomplished through pre-camp training sessions, planning and working with other team members to facilitate games activities and support each other with problem solving scenarios prior to camper arrival. The Section Leader oversees the Cabin Leaders as they work primarily in pairs in supervising children.**

Please describe how the communication skills will be developed (Mandatory)

**All of our staff receive communication skills training such as working with ADD/ADHD children, programming for differently abled youth, Autism Spectrum Disorder, homesickness and knowing how to help awkward children fit in. The Section Leader oversees the Cabin Leaders as they work on developing these skills.**

Please describe how the leadership skills will be developed (Mandatory)

**The Section Leader will delegate certain tasks and responsibilities to the Cabin Leaders and is responsible to ensure the Cabin Leader has the ability and training to complete them.**

Describe your health and safety practices in the work environment (Mandatory)

**Providing Information of the Workplace Hazardous Materials Information System**

**Listing work environment hazards**

**Demonstrating work environment safety**

**Providing a safe, inclusive, and healthy work environment free of harassment and discrimination (e.g. hiring practices, policies, guidelines)**

**Providing necessary certifications**

Specify the Information of the Workplace Hazardous Materials Information System your organization will provide (Mandatory)

**All staff are required to complete WHMIS/GHS training which is provided online and provide a copy of the completion certificate.**

Please describe how you will be listing workplace hazards in your organization (Mandatory)

**All staff are trained in possible workplace hazards if applicable to their job position or responsibilities. The Section Leader is aware of all possible hazards and ensures the Cabin Leaders are educated in these situations.**

Please describe how you will be demonstrating workplace safety (Mandatory)

**All staff members will have completed the Ontario Occupational Health and Safety Act Training either online or in class. Training is provided for the use of any tools, or equipment required to complete their duties. The Section Leader will oversee the training and use of any equipment.**

Specify how your organization will be providing a safe, inclusive, and healthy work environment free of harassment and discrimination (e.g. hiring practices, policies, guidelines) (Mandatory)

**All staff are trained on the Abuse/Harassment Prevention Policy that is in place. This policy provides steps in reporting these situations and handing resolution. The Section Leader is provided additional training for dealing with any incidences which may occur.**

Please describe how you will be providing necessary certifications (Mandatory)

**Section Leaders must have completed the Ontario Occupational Health and Safety Act Training, WHMIS/GHS training and Ontario Accessibility Disability Act training. Printed certificates are provided prior to employment.**

Preferred Level of Education of the participant (Mandatory)

**Post-Secondary**

Will this job provide a career-related work experience? (Mandatory)

**Yes**

Field of Studies (Mandatory)

**Parks & Recreation - directly related to course study working with children, teens and parents in an outdoor environment.**

**Education - directly related to course study working with children and teens.**

Do you wish for Service Canada to reimburse the Mandatory Employment Related Costs? (Mandatory)

**No**

Does this job support a national priority? (Mandatory)

**Yes**

Indicate which national priority (Mandatory)

**Organizations which express an intent to hire youth who self-identify as being part of the groups which are underrepresented or have additional barriers to the labour market.**

Please choose which groups are underrepresented or have additional barriers to the labour market for which you will express an intent to hire. (Mandatory)

**Indigenous**

Please describe how you will express an intent to hire youth who self-identify as being part of the groups which are underrepresented or have additional barriers to the labour market. (Mandatory)

**We have identified an indigenous person for this position if approved.**

Does this job support your Member of Parliament's local priorities? (Mandatory)

**No**

Does your organization intend to retain the youth as an employee following the end of the Canada Summer Jobs agreement? (Mandatory)

**No**

Number of Participants Requested (Mandatory)

**1**

Anticipated Start Date (Mandatory)

**2019 - 05 - 06**

Hourly Wage Requested (Mandatory)

**15.00**

Tasks and Responsibilities (Mandatory)

**Assisting in providing a balanced program of activities that promotes physical, spiritual, mental and social growth within a safe, challenging and enjoyable atmosphere. The Assistant Program Coordinator must plan and assist in executing a balanced staff training program that will include all camp staff. They must supervise the camp skills program. They must assist in providing direction for all program staff and handle discipline situations for campers as directed by the Camp Director. They also assist in developing leadership skills among staff within the weekly program and help train and upgrade program staff.**

Language required for job: (Mandatory)

**English**

National Occupation Code:

**5254**

NOC Title:

**Program leaders and instructors in recreation, sport and fitness**

Please describe the nature of your supervision plan (Mandatory)

**On-site supervision**

Provide details of the supervision plan, such as who will supervise and the nature and frequency of supervision (Mandatory)

**The Assistant Program Coordinator is directly supervised by the Camp Director who is involved with the training and assessment at all stages. The student will have daily contact with the Camp Director and the Program Coordinator and receive daily on-going verbal feedback. All training, supervision and tasks are completed on-site.**

Please describe the nature of your mentoring plan: (Mandatory)

**One-on-one mentoring**

Provide details of the mentoring plan, such as who will provide mentoring, how the youth will be matched with a mentor, and how the mentor will help the youth develop relevant skills. (Mandatory)

**The Assistant Program Coordinator is directly mentored by the Camp Director who is involved with the training and assessment at all stages. Weekly evaluations focusing on successes and expanded leadership goals for the following week will be conducted by the Camp Director and the Program Coordinator. All mentoring and tasks are completed on-site.**

What skills will the participant develop during this placement?

**Client service**

**Teamwork**

**Communication**

**Leadership**

Please describe how the client service skills will be developed (Mandatory)

**Our clients are our campers and camper's parents. The Assistant Program Coordinator must possess the skills to work with both. All staff are trained to become competent in dealing with children by attending a week-long pre-camp training session as well as using**

the Expert Online Training courses which cover Youth Development & Play, Mental Health & Behavior, and Physical & Emotional Safety.

Please describe how the teamwork skills will be developed (Mandatory)

All of our staff spend much time developing a team dynamic. This is accomplished through pre-camp training sessions, planning and working with other team members to facilitate games activities and support each other with problem solving scenarios prior to camper arrival. The Assistant Program Coordinator oversees the Section Leaders as they work primarily with the Cabin Leaders and provides some direction for the Cabin Leaders as well.

Please describe how the communication skills will be developed (Mandatory)

All of our staff receive communication skills training such as working with ADD/ADHD children, programming for differently abled youth, Autism Spectrum Disorder, homesickness and knowing how to help awkward children fit in. The Assistant Program Coordinator oversees the Section Leaders and Cabin Leaders as they work on developing these skills.

Please describe how the leadership skills will be developed (Mandatory)

The Assistant Program Coordinator will delegate certain tasks and responsibilities to the Section Leaders and Cabin Leaders and is responsible to ensure the Section Leader has the ability and training to help develop the Cabin Leaders therefore enabling them to complete their tasks. The Program Coordinator oversees the development of these skills.

Describe your health and safety practices in the work environment (Mandatory)

**Providing Information of the Workplace Hazardous Materials Information System**

**Listing work environment hazards**

**Demonstrating work environment safety**

**Providing a safe, inclusive, and healthy work environment free of harassment and discrimination (e.g. hiring practices, policies, guidelines)**

**Providing necessary certifications**

Specify the Information of the Workplace Hazardous Materials Information System your organization will provide (Mandatory)

All staff are required to complete WHMIS/GHS training which is provided online and provide a copy of the completion certificate.

Please describe how you will be listing workplace hazards in your organization (Mandatory)

All staff are trained in possible workplace hazards if applicable to their job position or responsibilities. The Assistant Program Coordinator is aware of all possible hazards and is to ensure that the Section and Cabin Leaders are educated in these situations.

Please describe how you will be demonstrating workplace safety (Mandatory)

All staff members will have completed the Ontario Occupational Health and Safety Act Training either online or in class. Training is provided for the use of any tools or equipment required to complete their duties. The Camp Director and Program Coordinator will oversee the training and use of any equipment.

Specify how your organization will be providing a safe, inclusive, and healthy work environment free of harassment and discrimination (e.g. hiring practices, policies, guidelines) (Mandatory)

All staff are trained on the Abuse/Harassment Prevention Policy that is in place. This policy provides steps in reporting these situations and handling resolution. The Assistant Program Coordinator is provided additional training along with the Section Leaders and Program Coordinator for dealing with any incidences which may occur.

Please describe how you will be providing necessary certifications (Mandatory)

The Assistant Program Coordinator must have completed the Ontario Occupational Health and Safety Act Training, WHMIS/GHS training and Ontario Accessibility Disability Act training. Printed certificates are provided with applications prior to employment.

Preferred Level of Education of the participant (Mandatory)

**Post-Secondary**

Will this job provide a career-related work experience? (Mandatory)

**Yes**

Field of Studies (Mandatory)

**Parks & Recreation - directly related to course study working with children, teens and parents in an outdoor environment.**

**Education - directly related to course study working with children and teens.**

Do you wish for Service Canada to reimburse the Mandatory Employment Related Costs? (Mandatory)

**No**

Does this job support a national priority? (Mandatory)

**Yes**

Indicate which national priority (Mandatory)

**Organizations which express an intent to hire youth who self-identify as being part of the groups which are underrepresented or have additional barriers to the labour market.**

Please choose which groups are underrepresented or have additional barriers to the labour market for which you will express an intent to hire.

(Mandatory)

**Indigenous**

Please describe how you will express an intent to hire youth who self-identify as being part of the groups which are underrepresented or have additional barriers to the labour market. (Mandatory)

**We have identified a possible indigenous college student that could fill this position.**

Does this job support your Member of Parliament's local priorities? (Mandatory)

No

Does your organization intend to retain the youth as an employee following the end of the Canada Summer Jobs agreement? (Mandatory)

No

Number of Participants Requested (Mandatory)

1

Anticipated Start Date (Mandatory)

**2019 - 05 - 27**

Hourly Wage Requested (Mandatory)

**15.00**

Tasks and Responsibilities (Mandatory)

**In consultation with the Assistant Program Coordinator this individual will assist in the execution of a balanced program of activities that promotes physical, spiritual, mental and social growth within a safe, challenging and enjoyable environment. They will assist in the planning and development of the camp program and will supervise the camp skills program. They will execute the weekly camp program and the daily camp schedule. They are to ensure all the camp activities function correctly with maximum safety. They will provide direction and supervision for the activity leaders.**

Language required for job: (Mandatory)

**English**

National Occupation Code:

**5254**

NOC Title:

**Program leaders and instructors in recreation, sport and fitness**

Please describe the nature of your supervision plan (Mandatory)

**On-site supervision**

Provide details of the supervision plan, such as who will supervise and the nature and frequency of supervision (Mandatory)

**The Activity Coordinator is directly supervised by the Program Coordinator however the Camp Director is involved with the training and assessment at all stages. The Activity Coordinator will have daily contact with the Program Coordinator and Assistant Program Coordinator and receive daily on-going verbal feedback. All training, supervision and tasks are completed on-site.**

Please describe the nature of your mentoring plan: (Mandatory)

**One-on-one mentoring**

Provide details of the mentoring plan, such as who will provide mentoring, how the youth will be matched with a mentor, and how the mentor will help the youth develop relevant skills. (Mandatory)

**The Activity Coordinator is directly mentored by the Program Coordinator however the Camp Director is involved with the training and assessment at all stages. Weekly evaluations focusing on successes and expanded leadership goals for the following week will be conducted by the Camp Director and Program Coordinator. All mentoring and tasks are completed on-site.**

What skills will the participant develop during this placement?

**Client service****Teamwork****Communication****Leadership**

Please describe how the client service skills will be developed (Mandatory)

**Our clients are our campers. All staff are trained to become competent in dealing with children by attending a week-long pre-camp training session as well as using the Expert Online Training courses which cover Youth Development & Play, Mental Health & Behavior, and Physical & Emotional Safety.**

Please describe how the teamwork skills will be developed (Mandatory)

**All of our staff spend much time developing a team dynamic. This is accomplished through pre-camp training sessions, planning and working with other team members to facilitate games activities and support each other with problem solving scenarios prior to**

camper arrival. The Activity Coordinator oversee the Cabin Leaders and trains them and mentors them to work primarily in pairs in supervising children.

Please describe how the communication skills will be developed (Mandatory)

All of our staff receive communication skills training such as working with ADD/ADHD children, programming for differently abled youth, Autism Spectrum Disorder, homesickness and knowing how to help awkward children fit in. The Activity Coordinator assists the the Cabin Leaders as they work on developing these skills.

Please describe how the leadership skills will be developed (Mandatory)

The Activity Coordinator will delegate certain tasks and responsibilities to the Section Leaders and is responsible to ensure the Section Leader has the ability and training to complete them.

Describe your health and safety practices in the work environment (Mandatory)

**Providing Information of the Workplace Hazardous Materials Information System**

**Listing work environment hazards**

**Demonstrating work environment safety**

**Providing a safe, inclusive, and healthy work environment free of harassment and discrimination (e.g. hiring practices, policies, guidelines)**

**Providing necessary certifications**

Specify the Information of the Workplace Hazardous Materials Information System your organization will provide (Mandatory)

All staff are required to complete WHMIS/GHS training which is provided online and provide a copy of the completion certificate.

Please describe how you will be listing workplace hazards in your organization (Mandatory)

All staff are trained in possible workplace hazards if it is applicable to their job position or responsibilities. The Activity Coordinator is aware of all possible hazards and ensures the Section and Cabin Leaders are educated in these situations.

Please describe how you will be demonstrating workplace safety (Mandatory)

All staff members will have completed the Ontario Occupational Health and Safety Act Training either online or in class. Training is provided for the use of any tools or equipment required to complete their duties. The Activity Coordinator is to ensure training and use of any equipment is completed.

Specify how your organization will be providing a safe, inclusive, and healthy work environment free of harassment and discrimination (e.g. hiring practices, policies, guidelines) (Mandatory)

All staff are trained on the Abuse/Harassment Prevention Policy that is in place. This policy provides steps in reporting these situations and handing resolution. The Activity Coordinator is provided additional training for dealing with any incidences which may occur.

Please describe how you will be providing necessary certifications (Mandatory)

The Activity Coordinator must have completed the Ontario Occupational Health and Safety Act Training, WHMIS/GHS training and Ontario Accessibility Disability Act training. Printed certificates are provided prior to employment.

Preferred Level of Education of the participant (Mandatory)

**Post-Secondary**

Will this job provide a career-related work experience? (Mandatory)

**Yes**

Field of Studies (Mandatory)

**Parks & Recreation - directly related to course study working with children, teens and parents in an outdoor environment.**

**Education - directly related to course study working with children and teens.**

Do you wish for Service Canada to reimburse the Mandatory Employment Related Costs? (Mandatory)

**No**

Does this job support a national priority? (Mandatory)

**No**

Does this job support your Member of Parliament's local priorities? (Mandatory)

**No**

Does your organization intend to retain the youth as an employee following the end of the Canada Summer Jobs agreement? (Mandatory)

**No**

Number of Participants Requested (Mandatory)

**1**

Anticipated Start Date (Mandatory)

**2019 - 06 - 30**

Hourly Wage Requested (Mandatory)

15.00

**Tasks and Responsibilities (Mandatory)**

The Cabin Leader will live with a group of assigned campers and help each one profit mentally, socially, physically and spiritually from the camping experience. They will acquaint each camper with the facilities and rules of the camp and be a life-style example to the campers. They must complete program activities as assigned or needed to ensure all program activities function with maximum safety. They will also handle discipline situations for campers (in consultation with the Section Leader).

Language required for job: (Mandatory)

English

National Occupation Code:

5254

NOC Title:

**Program leaders and instructors in recreation, sport and fitness**

Please describe the nature of your supervision plan (Mandatory)

**On-site supervision**

Provide details of the supervision plan, such as who will supervise and the nature and frequency of supervision (Mandatory)

The Cabin Leader is directly supervised by the Assistant Program Coordinator in tandem with the Section Leader however the Camp Director is involved with the training and assessment at all stages. The Cabin Leader will have daily contact with the Section Leader and receive daily on-going verbal feedback. All training, supervision and tasks are completed on-site.

Please describe the nature of your mentoring plan: (Mandatory)

**One-on-one mentoring****Team mentoring**

Provide details of the mentoring plan, such as who will provide mentoring, how the youth will be matched with a mentor, and how the mentor will help the youth develop relevant skills. (Mandatory)

The Cabin Leader is directly mentored by the Section Leader however the Assistant Program Director is involved with the training and assessment at all stages. Weekly evaluations focusing on successes and expanded leadership goals for the following week will be conducted by the Section Leader. All mentoring and tasks are completed on-site.

What skills will the participant develop during this placement?

**Client service****Teamwork****Communication****Leadership**

Please describe how the client service skills will be developed (Mandatory)

Our clients are our campers. All staff are trained to become competent in dealing with children by attending a week-long pre-camp training session as well as using the Expert Online Training courses which cover Youth Development & Play, Mental Health & Behavior, and Physical & Emotional Safety.

Please describe how the teamwork skills will be developed (Mandatory)

All of our staff spend much time developing a team dynamic. This is accomplished through pre-camp training sessions, planning and working with other team members to facilitate games activities and support each other with problem solving scenarios prior to the campers arrival. Section Leaders oversee the Cabin Leader as they work primarily in pairs in supervising children.

Please describe how the communication skills will be developed (Mandatory)

All of our staff receive communication skills training such as working with ADD/ADHD children, programming for differently abled youth, Autism Spectrum Disorder, homesickness and knowing how to help awkward children fit in. Section Leaders oversee the Cabin Leader as they work on developing these skills.

Please describe how the leadership skills will be developed (Mandatory)

Certain tasks and responsibilities are delegated to the Cabin Leader and they responsible to ensure that these taught skills are put into practice with the campers. They must also plan activities that help all campers in the cabin group experience success and promote clear communication and unity among the campers to avoid unnecessary problems. They are required to mentor junior staff members into understanding the need to develop team skills in cooperation with the camp leadership, and the organization and administration of the camp policies, procedures and programs.

Describe your health and safety practices in the work environment (Mandatory)

**Providing Information of the Workplace Hazardous Materials Information System****Listing work environment hazards****Demonstrating work environment safety**

**Providing a safe, inclusive, and healthy work environment free of harassment and discrimination (e.g. hiring practices, policies, guidelines)**

**Providing necessary certifications**

Specify the Information of the Workplace Hazardous Materials Information System your organization will provide (Mandatory)

**All staff are required to complete WHMIS/GHS training which is provided online and provide a copy of the completion certificate.**

Please describe how you will be listing workplace hazards in your organization (Mandatory)

**All staff are trained in possible workplace hazards if applicable to their job position or responsibilities. The Section Leader is aware of all possible hazards and ensures that the Cabin Leader is educated in these situations.**

Please describe how you will be demonstrating workplace safety (Mandatory)

**All staff members will have completed the Ontario Occupational Health and Safety Act Training either online or in class. Training is provided for the use of any tools, or equipment required to complete their duties. The Cabin Leader will be trained by the Activity Coordinator or Assistant Program Coordinator in the use of any equipment.**

Specify how your organization will be providing a safe, inclusive, and healthy work environment free of harassment and discrimination (e.g. hiring practices, policies, guidelines) (Mandatory)

**All staff are trained on the Abuse/Harassment Prevention Policy that is in place. This policy provides steps in reporting these situations and handling resolution.**

Please describe how you will be providing necessary certifications (Mandatory)

**The Cabin Leader must have completed the Ontario Occupational Health and Safety Act Training, WHMIS/GHS training and Ontario Accessibility Disability Act training. Printed certificates are provided prior to employment.**

Preferred Level of Education of the participant (Mandatory)

**Secondary**

Will this job provide a career-related work experience? (Mandatory)

**Yes**

Field of Studies (Mandatory)

**Parks & Recreation - directly related to course study working with children, teens and parents in an outdoor environment.**

**Education - directly related to course study working with children and teens.**

Do you wish for Service Canada to reimburse the Mandatory Employment Related Costs? (Mandatory)

**No**

Does this job support a national priority? (Mandatory)

**No**

Does this job support your Member of Parliament's local priorities? (Mandatory)

**No**

Does your organization intend to retain the youth as an employee following the end of the Canada Summer Jobs agreement? (Mandatory)

**No**

Number of Participants Requested (Mandatory)

**1**

Anticipated Start Date (Mandatory)

**2019 - 06 - 30**

Hourly Wage Requested (Mandatory)

**15.00**

Tasks and Responsibilities (Mandatory)

**The Cabin Leader will live with a group of assigned campers and help each one profit mentally, socially, physically and spiritually from the camping experience. They will acquaint each camper with the facilities and rules of the camp and be a life-style example to the campers. They must complete program activities as assigned or needed to ensure all program activities function with maximum safety. They will also handle discipline situations for campers (in consultation with the Section Leader).**

Language required for job: (Mandatory)

**English**

National Occupation Code:

**5254**

NOC Title:

**Program leaders and instructors in recreation, sport and fitness**

Please describe the nature of your supervision plan (Mandatory)

**On-site supervision**

Provide details of the supervision plan, such as who will supervise and the nature and frequency of supervision (Mandatory)

**The Cabin Leader is directly supervised by the Assistant Program Coordinator in tandem with the Section Leader however the Camp Director is involved with the training and assessment at all stages. The Cabin Leader will have daily contact with the Section Leader and receive daily on-going verbal feedback. All training, supervision and tasks are completed on-site.**

Please describe the nature of your mentoring plan: (Mandatory)

**One-on-one mentoring****Team mentoring**

Provide details of the mentoring plan, such as who will provide mentoring, how the youth will be matched with a mentor, and how the mentor will help the youth develop relevant skills. (Mandatory)

**The Cabin Leader is directly mentored by the Section Leader however the Assistant Program Director is involved with the training and assessment at all stages. Weekly evaluations focusing on successes and expanded leadership goals for the following week will be conducted by the Section Leader. All mentoring and tasks are completed on-site.**

What skills will the participant develop during this placement?

**Client service****Teamwork****Communication****Leadership**

Please describe how the client service skills will be developed (Mandatory)

**Our clients are our campers. All staff are trained to become competent in dealing with children by attending a week-long pre-camp training session as well as using the Expert Online Training courses which cover Youth Development & Play, Mental Health & Behavior, and Physical & Emotional Safety.**

Please describe how the teamwork skills will be developed (Mandatory)

**All of our staff spend much time developing a team dynamic. This is accomplished through pre-camp training sessions, planning and working with other team members to facilitate games activities and support each other with problem solving scenarios prior to camper arrival. Section Leaders oversee the Cabin Leader as they work primarily in pairs in supervising children.**

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Describe your health and safety practices in the work environment (Mandatory)

**Providing Information of the Workplace Hazardous Materials Information System****Listing work environment hazards****Demonstrating work environment safety**

**Providing a safe, inclusive, and healthy work environment free of harassment and discrimination (e.g. hiring practices, policies, guidelines)**

**Providing necessary certifications**

Specify the Information of the Workplace Hazardous Materials Information System your organization will provide (Mandatory)

**All staff are required to complete WHMIS/GHS training which is provided online and provide a copy of the completion certificate.**

Please describe how you will be listing workplace hazards in your organization (Mandatory)

**All staff are trained in possible workplace hazards if applicable to their job position or responsibilities. The Section Leader is aware of all possible hazards and ensures that the Cabin Leader is educated in these situations.**

Please describe how you will be demonstrating workplace safety (Mandatory)

**All staff members will have completed the Ontario Occupational Health and Safety Act Training either online or in class. Training is provided for the use of any tools or equipment required to complete their duties. The Cabin Leader will be trained in the use of any of this equipment.**

Specify how your organization will be providing a safe, inclusive, and healthy work environment free of harassment and discrimination (e.g. hiring practices, policies, guidelines) (Mandatory)

**All staff are trained on the Abuse/Harassment Prevention Policy that is in place. This policy provides steps in reporting these situations and handing resolution.**

Please describe how you will be providing necessary certifications (Mandatory)

**The Cabin Leader must have completed the Ontario Occupational Health and Safety Act Training, WHMIS/GHS training and Ontario Accessibility Disability Act training. Printed certificates are provided prior to employment.**

Preferred Level of Education of the participant (Mandatory)

**Secondary**

Will this job provide a career-related work experience? (Mandatory)

**Yes**

Field of Studies (Mandatory)

**Parks & Recreation - directly related to course study working with children, teens and parents in an outdoor environment.**

**Education - directly related to course study working with children and teens.**

Do you wish for Service Canada to reimburse the Mandatory Employment Related Costs? (Mandatory)

**No**

Does this job support a national priority? (Mandatory)

**Yes**

Indicate which national priority (Mandatory)

**Organizations which express an intent to hire youth who self-identify as being part of the groups which are underrepresented or have additional barriers to the labour market.**

Please choose which groups are underrepresented or have additional barriers to the labour market for which you will express an intent to hire. (Mandatory)

**Indigenous**

Please describe how you will express an intent to hire youth who self-identify as being part of the groups which are underrepresented or have additional barriers to the labour market. (Mandatory)

**We are hoping to hire an indigenous student we have identified once approved.**

Does this job support your Member of Parliament's local priorities? (Mandatory)

**No**

Does your organization intend to retain the youth as an employee following the end of the Canada Summer Jobs agreement? (Mandatory)

**No**

The calculations for this application are based on the values you provided for each job.

A contribution of \$45600 has been requested for this application.

Have you applied or will you apply for other sources of funding for the job requested? (Mandatory)

**No**

Does your organization owe any amounts to the Government of Canada? (taxes, penalties, overpayments, etc.) (Mandatory)

**No**

Will you require an advance payment to pay the youth should your application be approved? (Mandatory)

**Yes**

Do you want to be informed about future Canada Summer Jobs Calls for Proposals process?

**Yes**

Can Service Canada contact you regarding other Calls for Proposals from the Department?

**No**

**Attestation**

On behalf of my organization I attest that:

- I have read and understood the Canada Summer Jobs Articles of Agreement;
- I have all the necessary authorities, permissions and approvals to submit this application on behalf of myself and my organization;
- The job would not be created without the financial assistance provided under a potential contribution agreement;

- Any funding under the Canada Summer Jobs program will not be used to undermine or restrict the exercise of rights legally protected in Canada.

I attest:

**Yes**

Name of the Organization's Representative (Mandatory)

**Mr Larry A Chupa**

Position Title of the Organization's Representative (Mandatory)

**Director/Administrator**

Date: 2019-1-22

[Back](#)   [I Refuse](#)

[Submit to Service Canada](#)

**Office (Mill Stream)**

---

**From:** SV-SF-CSOS [no-reply-aucune-reponse@hrsdc-rhdcc.gc.ca]  
**Sent:** Thursday, January 24, 2019 11:32 AM  
**To:** Mr Larry A Chupa  
**Subject:** Acknowledgement of receipt of your application

2019/01/24

Mr Larry A Chupa  
BCM International (Canada) Inc.  
880 OLD MILL RD  
OMEMEE ON K0L 2W0

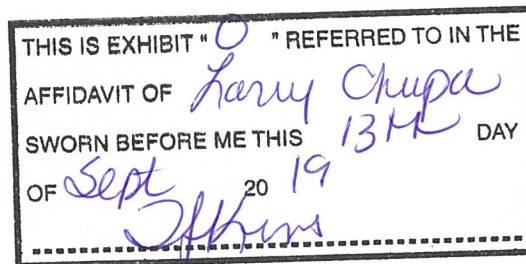
**Project Number: # 016152738 (for future reference)**

We are pleased to acknowledge receipt of your Application for Funding. Please note that admission to the assessment process does not guarantee that your application will be selected for funding.

All applications are subject to a review. Your Application for Funding will be assessed in accordance with the Terms and Conditions of the program. All applicants will be contacted once the review process is completed.

For future communication regarding this Application for Funding, please refer to the project number noted above.

Thank you for your interest in this program.



**Office (Mill Stream)**

---

**From:** SV-SF-CSOS [no-reply-aucune-reponse@hrsdc-rhdcc.gc.ca]  
**Sent:** Wednesday, February 27, 2019 2:20 PM  
**To:** Mr Larry A Chupa  
**Subject:** Missing information on your Canada Summer Jobs application - Project Number: 016152738

2019/02/27

Mr Larry A Chupa  
BCM International (Canada) Inc.  
880 OLD MILL RD  
OMEMEE ON K0L 2W0

**Project Number:** # 016152738

**Constituency:** Haliburton-Kawartha Lakes-Brock

**Subject:** Missing information or clarification required on your Canada Summer Jobs application

Thank you for applying for funding under the Canada Summer Jobs program. Your application is missing and/or requires clarification of an essential requirement in your application:

- Health and safety practices in the workplace

You must provide Service Canada with the missing information within 5 business days following the date of this correspondence. If clarification is required regarding elements of your application, please review the Applicant Guide and program eligibility requirements.

**If you fail to respond within the above specified timeframe, your application will be deemed ineligible.**

The Department's decisions on the Canada Summer Jobs application process are final. However, if you have any questions concerning your application, please contact me at (289) 269-4100.

Please include your project number in all future correspondence.

Sincerely,

Bijal, Somani  
Service Canada  
STN DON MILLS, P.O. BOX 538  
North York ON M3C 0N9  
[bijal.somani@servicecanada.gc.ca](mailto:bijal.somani@servicecanada.gc.ca)

## Office (Mill Stream)

---

**From:** SV-SF-CSOS [no-reply-aucune-reponse@hrsdc-rhdcc.gc.ca]  
**Sent:** Thursday, February 28, 2019 12:33 PM  
**To:** Mr Larry A Chupa  
**Subject:** Missing information on your Canada Summer Jobs application - Project Number: 016152738

2019/02/28

Mr Larry A Chupa  
BCM International (Canada) Inc.  
880 OLD MILL RD  
OMEMEE ON K0L 2W0

**Project Number:** # 016152738

**Constituency:** Haliburton-Kawartha Lakes-Brock

**Subject:** Missing information or clarification required on your Canada Summer Jobs application

Thank you for applying for funding under the Canada Summer Jobs program. Your application is missing and/or requires clarification of an essential requirement in your application:

- Other and/or Additional Information: Training: Please confirm the duration of and compensation provided for all mandatory training for the requested jobs (listed below).

Male Section Leader  
Female Section Leader  
Assistant Program Coordinator  
Activity Coordinator  
Cabin Leader

You must provide Service Canada with the missing information within 5 business days following the date of this correspondence. If clarification is required regarding elements of your application, please review the Applicant Guide and program eligibility requirements.

**If you fail to respond within the above specified timeframe, your application will be deemed ineligible.**

The Department's decisions on the Canada Summer Jobs application process are final. However, if you have any questions concerning your application, please contact me at (289) 269-4084.

Please include your project number in all future correspondence.

Sincerely,

Lee, Tori  
Service Canada  
STN DON MILLS, P.O. BOX 538  
North York ON M3C 0N9  
[victoria.lee@servicecanada.gc.ca](mailto:victoria.lee@servicecanada.gc.ca)

## Office (Mill Stream)

---

**From:** Office (Mill Stream) [office@millstream.camp]  
**Sent:** Monday, March 04, 2019 1:14 PM  
**To:** 'bijal.somani@servicecanada.gc.ca'  
**Subject:** RE: Missing information on your Canada Summer Jobs application - Project Number: 016152738

### Health and Practices in the Workplace:

- 1) All employees are required to complete the following courses first and provide a certificate of completion (where available). These courses are usually completed online:
  - a. Ontario Accessibility Disability Act
  - b. WHMIS/GHS
  - c. Ontario Occupational Health and Safety Act Training
- 2) All employees complete onsite training the following areas:
  - a. Abuse/Harassment Prevention Policy
  - b. Fire Extinguisher Safety and Usage
  - c. Emergency Procedures
  - d. Use of specific equipment
  - e. Use of chemicals including MSDS sheets applicable to their job responsibilities
- 3) All employees are trained on risk management in the areas they are responsible for
- 4) All employees are supervised closely during their training period with on-going feedback, work inspection and mentoring to ensure all tasks are completed safely to ensure no hazards can cause harm or adverse affects in the workplace

Please let me know if there are more specific details that you require.

Thank you.

Larry

Larry Chupa  
Mill Stream Bible Camp  
& Retreat Centre  
880 Old Mill Road  
Omeme, ON, CAN  
K0L 2W0

Phone: 705.799.6521  
Fax: 705.799.1465  
Email: [office@millstream.camp](mailto:office@millstream.camp)  
Web Site: [www.millstream.camp](http://www.millstream.camp)  
Facebook: [www.facebook.com/mill.stream.7](https://www.facebook.com/mill.stream.7)  
Instagram: [millstreambiblecamp](https://www.instagram.com/millstreambiblecamp)



## Office (Mill Stream)

---

**From:** Office (Mill Stream) [office@millstream.camp]  
**Sent:** Monday, March 04, 2019 1:14 PM  
**To:** 'victoria.lee@servicecanada.gc.ca'  
**Subject:** RE: Missing information on your Canada Summer Jobs application - Project Number: 016152738  
**Attachments:** image002.jpg

Other and/or Additional Information: Training: Please confirm the duration of and compensation provided for all mandatory training for the requested jobs (listed below).

All job positions would be a at a minimum of 5 days of training paid at the same rate that would be received (if approved) by Canada Summer Jobs for each of the positions listed below:

- Male Section Leader  
Female Section Leader  
Assistant Program Coordinator  
Activity Coordinator  
Cabin Leader

Please notify me if you require additional details.

Larry

Larry Chupa  
Mill Stream Bible Camp  
& Retreat Centre  
880 Old Mill Road  
Ormeau, ON, CAN  
K0L 2W0

Phone: 705.799.6521  
Fax: 705.799.1465  
Email: [office@millstream.camp](mailto:office@millstream.camp)  
Web Site: [www.millstream.camp](http://www.millstream.camp)  
Facebook: [www.facebook.com/millstream.7](https://www.facebook.com/millstream.7)  
Instagram: [millstreambiblecamp](https://www.instagram.com/millstreambiblecamp)



---

**From:** SV-SF-CSOS [mailto:no-reply-aucune-reponse@hrsdc-rhdcc.gc.ca]  
**Sent:** Thursday, February 28, 2019 12:33 PM  
**To:** Mr Larry A Chupa  
**Subject:** Missing Information on your Canada Summer Jobs application - Project Number: 016152738

2019/02/28

Mr Larry A Chupa  
BCM International (Canada) Inc.  
880 OLD MILL RD  
OMEMEE ON K0L 2W0

**Project Number:** # 016152738

**Constituency:** Haliburton-Kawartha Lakes-Brock

**Subject:** Missing information or clarification required on your Canada Summer Jobs application

Thank you for applying for funding under the Canada Summer Jobs program. Your application is missing and/or requires clarification of an essential requirement in your application:

- Other and/or Additional Information: Training: Please confirm the duration of and compensation provided for all mandatory training for the requested jobs (listed below).

Male Section Leader  
Female Section Leader  
Assistant Program Coordinator  
Activity Coordinator  
Cabin Leader

You must provide Service Canada with the missing information within 5 business days following the date of this correspondence. If clarification is required regarding elements of your application, please review the Applicant Guide and program eligibility requirements.

**If you fail to respond within the above specified timeframe, your application will be deemed ineligible.**

The Department's decisions on the Canada Summer Jobs application process are final. However, if you have any questions concerning your application, please contact me at (289) 269-4084.

Please include your project number in all future correspondence.

Sincerely,

Lee, Tori  
Service Canada  
STN DON MILLS, P.O. BOX 538  
North York ON M3C 0N9  
[victoria.lee@servicecanada.gc.ca](mailto:victoria.lee@servicecanada.gc.ca)

## Office (Mill Stream)

---

**From:** Office (Mill Stream) [office@millstream.camp]  
**Sent:** Friday, March 08, 2019 3:26 PM  
**To:** 'victoria.lee@servicecanada.gc.ca'  
**Subject:** RE: Missing information on your Canada Summer Jobs application - Project Number: 016152738  
**Attachments:** image005.jpg

The date(s) of the 5 day training for each position:

Male Section Leader – May 6-10/19  
Female Section Leader – May 6-10/19  
Assistant Program Coordinator – May 6-10/19  
Activity Coordinator – May 27-31/19  
Cabin Leader – July 1-5/19

Please notify me if you require additional details.

Larry

Larry Chupa  
Mill Stream Bible Camp  
& Retreat Centre  
880 Old Mill Road  
Omemee, ON, CAN  
K0L 2W0

Phone: 705.799.6521  
Fax: 705.799.1465  
Email: [office@millstream.camp](mailto:office@millstream.camp)  
Web Site: [www.millstream.camp](http://www.millstream.camp)  
Facebook: [www.facebook.com/mill.stream.7](https://www.facebook.com/mill.stream.7)  
Instagram: millstreambiblecamp



## Office (Mill Stream)

---

**From:** Office (Mill Stream) [office@millstream.camp]  
**Sent:** Saturday, May 04, 2019 5:58 PM  
**To:** 'Director BCM'  
**Subject:** FW: Canada Summer Jobs application - Project Number: 016152738

---

**From:** SV-SF-CSOS [mailto:no-reply-aucune-reponse@hrsdc-rhdcc.gc.ca]  
**Sent:** Thursday, May 02, 2019 11:09 AM  
**To:** Mr Larry A Chupa  
**Subject:** Canada Summer Jobs application - Project Number: 016152738

**\*\*\*This is a system generated e-mail. Please do not reply\*\*\***

2019/05/02

Mr Larry A Chupa  
BCM International (Canada) Inc.  
880 OLD MILL RD  
OMEMEE ON K0L 2W0

**Project Number:** # 016152738

**Constituency:** Haliburton-Kawartha Lakes-Brock

**Subject:** Canada Summer Jobs application

We appreciate your interest in Canada Summer Jobs.

Thank you for providing additional information. After a full assessment, your application has been deemed ineligible for the following reason(s):

- The proposed project/activity is ineligible - Projects or job activities that restrict access to programs, services, or employment, or otherwise discriminate, contrary to applicable laws, on the basis of prohibited grounds, including sex, genetic characteristics, religion, race, national or ethnic origin, colour, mental or physical disability, sexual orientation, or gender identity or expression.

The Department's decisions on Canada Summer Jobs applications are final. However, if you have any questions about the process or the decision made in respect of your application, please contact me at (289) 269-4283.

If you proceed with plans to hire a youth this summer and are interested in advertising your job vacancies, you may visit [www.jobbank.ca](http://www.jobbank.ca). Job Bank offers free job postings to employers, including job listings for students.

Sincerely,

JEFF SUM, Director/Directeur  
Service Canada

STN DON MILLS, P.O. BOX 538  
North York ON M3C 0N9

**From:** Office (Mill Stream)  
**Sent:** Saturday, May 4, 2019 5:58 PM  
**To:** 'Director BCM'  
**Subject:** FW: Canada Summer Jobs application - Project Number: 016152738

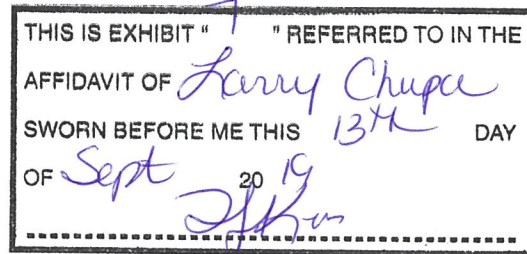
---

**From:** SV-SF-CSOS [mailto:no-reply-aucune-reponse@hrsdc-rhdcc.gc.ca]  
**Sent:** Thursday, May 02, 2019 11:09 AM  
**To:** Mr Larry A Chupa  
**Subject:** Canada Summer Jobs application - Project Number: 016152738

**\*\*\*This is a system generated e-mail. Please do not reply\*\*\***

2019/05/02

Mr Larry A Chupa  
BCM International (Canada) Inc.  
880 OLD MILL RD  
OMEMEE ON K0L 2W0



**Project Number:** # 016152738

**Constituency:** Haliburton-Kawartha Lakes-Brock

**Subject:** Canada Summer Jobs application

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Sincerely,

JEFF SUM, Director/Directeur  
Service Canada  
STN DON MILLS, P.O. BOX 538  
North York ON M3C 0N9

**FEDERAL COURT**

**Between:**

**BCM INTERNATIONAL (CANADA) INC.**

**Applicant**

**and**

**CANADA (MINISTER OF EMPLOYMENT, WORKFORCE DEVELOPMENT AND  
LABOUR, and THE ATTORNEY GENERAL OF CANADA)**

**Respondent**

---

**CERTIFIED MATERIALS OF THE RESPONDENT**

---

Department of Justice Canada  
Prairie Region, Edmonton Office  
300, 10423 – 101 Street  
Edmonton, Alberta T5H 0E7  
Telephone: (780) 495-6607  
Facsimile: (780) 495-8491

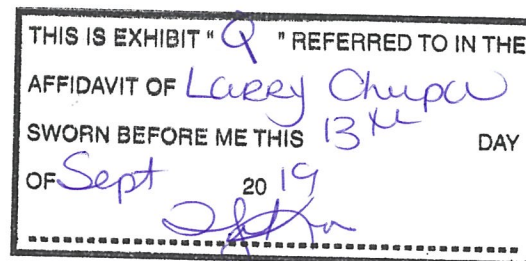
**Justice Centre for Constitutional Freedoms**  
#253, 7620 Elbow Dr SW  
Calgary, Alberta T2V 1K2  
Phone: (587) 998-1806  
Fax : (587) 352-3233

**Per: Kerry E.S. Boyd, Jennifer Lee and  
Andrea Bailer**

**Per : Marty Moore, Rod Wiltshire and Jay  
Cameron**

**Counsel for the Respondent**

**Counsel for the Applicant**



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<b>1</b>	Certification by Tom Azouz dated July 15, 2019.	001-274
<b>2</b>	Certification by Tahiya Bakht dated July 16, 2019.	275-561

### Certification

The Notice of Application in Federal Court File No. T-918-19 dated June 3, 2019 contains a request pursuant to Rule 317 of the *Federal Courts Rules* for material. The Rule 317 request includes a request for the following material (the "Request"):


1. The record of all documents and other materials before the Minister or delegates informing the Minister's Mill Stream Decision.
2. The record of all documents and other materials in the possession or control of the Minister regarding BCM in relation to BCM's 2018 CSJ application for Mill Stream and the reasons for its denial.
4. Such further and other material that may be in the possession, power or control of the Minister and which may be relevant to these proceedings.

The Notice of Application defines the "Mill Stream Decision" as:

"a decision of the Respondent Minister of Employment, Workforce, and Labour (the "Minister"), through her delegate, a representative of Service Canada, a department of the Ministry of Employment, Workforce, and Labour (the "Ministry"), denying the Canada Summer Jobs ("CSJ") application of BCM International (Canada) Inc. ("BCM") for grants supporting youth employment at a summer camp...."

In response to the Request, I certify that the attached are true copies of all the documents and other materials relevant to the Mill Stream Decision in the possession of the decision-maker – the Regional Assistant Deputy Minister, Ontario - which the Crown does not object to producing.

Dated this 15 day of July, 2019.

  
\_\_\_\_\_

Tom Azouz,

Director General, Ontario Region, Program Delivery Branch, on behalf of Her Majesty

THIS IS EXHIBIT "R" REFERRED TO IN THE  
 AFFIDAVIT OF Larry Chupac  
 SWORN BEFORE ME THIS 13th DAY  
 OF Sept 2019

Emplois d'été Canada (EÉC) 2019  
 Comité de transmission aux échelons supérieurs – Niveau 1 & 2  
 Canada Summer Jobs (CSJ) 2019  
 Escalation Committees Meeting – Level 1 & 2  
 Co-président / Co-chair : Patty Wilson (AC/NHQ) / Thomas Azouz (ON)

1 mars 2019 - March 1, 2019  
 12h00-13h00 - 12:00-1:00 pm (HE/ET)

Région / Region	No Projet/ Project #	Nom de l'organisme / Organization Name	Problématique à soulever / Issues to be Raised	Links	Notes
To Discuss					
Irrelevant					
Health and Safety					

Irrelevant					
Code of Conduct					
ATL	16237596	BCM Inter Canada Inc - Mount Traber Camp	Hiring practices and work environment / Pratiques de recrutement et milieu de travail	<a href="https://mounttraber.org/wp-content/uploads/2019/01/2019-Staff-Application-1.pdf">https://mounttraber.org/wp-content/uploads/2019/01/2019-Staff-Application-1.pdf</a>	Organization: Mount Traber Bible Camp; Application Attached Reason for escalation: Impact related to Harassment & Discrimination During a domain search, NHQ flagged this organization due to their application for potential Youth workers. I reviewed the file and noticed the application that the organization has provided for the youth contains controversial church doctrine along with discriminating hiring practices based on church beliefs. The application also asks the Youth personal questions regarding their physical and mental health including medications and medical history.
Irrelevant					

<http://www.millstream.camp/2018staffapplication.pdf>

millstream.camp

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Mail... CSI... CSQC... Etc... Find... HR... Pers... GCOS... COE... Cent... OT... Netw... NSD... Esca... MP R... CSI... Inte...

140%

Address		City		Prov	
Postal Code		Tel. No.		Email	
Name		Relationship		Years	
Address		City		Province	
Postal Code		Tel. No.		Email	
Name		Relationship		Years Known	
Address		City		Province	
Postal Code		Tel. No.		Email	

**AVAILABILITY**

**\*Student staff must apply for the entire 4 ½ weeks of summer camp in July and August.**

**\*Additional weeks to serve may be available.**


**\*Adult staff circle the weeks you are available.**

The weeks you are required to work are  
JULY 8-14 Trekkin' Camp  
JULY 15-21 Trekkin' Camp  
JULY 22-24 Beginn'n' Camp  
AUGUST 5-11 Trekkin' Camp  
AUGUST 12-18 Trailblazin' Camp

**ALL STUDENTS:** It is mandatory to attend all of the required precamp training held from Friday, June 29<sup>th</sup> at 7pm to Friday, July 6<sup>th</sup> at 7pm to work at Mill Stream.  
The precamp training week is an unpaid week. I understand that if I do not attend the required training I may not be hired.  
☐ YES, I agree to attend.

IS MONETARY COMPENSATION REQUIRED FOR THE WEEKS SERVING? ☐ YES ☐ NO

THIS IS EXHIBIT " S " REFERRED TO IN THE  
AFFIDAVIT OF Larry Chupco  
SWORN BEFORE ME THIS 13th DAY  
OF Sept 20 19  
2/Kims



**2018  
SUMMER CAMP  
STAFF APPLICATION**

880 Old Mill Rd., Orem, OH K0L 2W0  
Phone: 705.799.6521 Fax: 705.799.1465  
Email: office@millstream.camp  
Web Address: www.MillStream.camp

CONFIDENTIAL

Failure to complete ALL questions will only delay processing your application.  
New and returning applicants may require an in-person interview.  
Please print clearly or type.

---

**APPLICANT INFORMATION**

Name:	Address:	City:	Province:	Postal Code:
Phone #:	E-mail:	facebook Account:		
Alternate #:	Birth Date:	Age as of July 1, 2018: <small>(Minimum 15)</small>	Grade completed as of July 1, 2018:	Gender: <input type="checkbox"/> M <input type="checkbox"/> F
List any college or extended education Name, Location, Grade or Year Level:				Number of camper age dependents attending camp:
Indicate T-Shirt Size: Small <input type="checkbox"/> Medium <input type="checkbox"/> Large <input type="checkbox"/> X-Large <input type="checkbox"/> XX-Large <input type="checkbox"/>				

---

**PERSONAL**

Why did you apply to be a camp staff member?

---

What is your objective in life?

---

Experience as camp counselor; where, age group, activities:

---

Have you ever been convicted of a crime or do you currently have charges pending? If yes, please include explanation:

---

Have you ever been convicted of a crime or do you currently have charges pending? If yes, please include explanation: ☐ yes ☐ no. If no, are you willing to undergo a Police Records Check? ☐ yes ☐ no

---

**CURRENT / MOST RECENT EMPLOYER**

Contact Name	Title	Employment from _____ to _____
Company	Address	City
Province	Postal Code	Tel. No. Fax No.
Responsibilities		

---

**PREVIOUS EMPLOYMENT**

Contact Name	Title	Employment from _____ to _____
Company	Address	City
Province	Postal Code	Tel. No. Fax No.
Responsibilities		

---

**MINISTRY OPPORTUNITIES**

What position are you interested in? Indicate preference in order your first, second and third choice by marking 1, 2 or 3 in the following list.  
Note that there are minimum age requirements for all positions. You may be required to fill 2 positions should one position have limited time requirements.

LEADERSHIP STAFF	PROGRAM STAFF	SUPPORT STAFF
<input type="checkbox"/> Program Coordinator	<input type="checkbox"/> Cabin Leader	<input type="checkbox"/> Camp Nurse
<input type="checkbox"/> Program Assistant	<input type="checkbox"/> Assistant Cabin Leader	<input type="checkbox"/> Camp Cook
<input type="checkbox"/> Head Cabin Leader	<input type="checkbox"/> Bible Teacher	<input type="checkbox"/> Kitchen Aide
	<input type="checkbox"/> Leader	<input type="checkbox"/> Dining Hall
		<input type="checkbox"/> Maintenance
		<input type="checkbox"/> Housekeeping
SPECIALTY STAFF		
<input type="checkbox"/> Head Lifeguard	<input type="checkbox"/> Lifeguard	<input type="checkbox"/> Assistant Lifeguard
		<input type="checkbox"/> Leader
		<input type="checkbox"/> Other:

---

**CAMP PROGRAM INTERESTS AND SKILLS**

Carefully check program skills below which hold special interest for you and those in which you can be lead or assist.

**Core Electives** are programs which must be offered each week.

**Auxiliary Electives** are programs which are offered dependent upon having enough personnel who have the ability to teach them after the Core Electives have been assigned.

**CORE ELECTIVES**

You must check at least 2 programs that you are willing to lead, double checkmark these.

As well, you must check at least 2 programs that you are willing to assist, single checkmark these.

During pre-camp training we will determine which programs you will either lead or assist based on what you have indicated below.

Check as many extra programs as applicable. This list will be used as a basis for what programs we will offer and what you will teach.

<input type="checkbox"/> Swim Lessons	<input type="checkbox"/> Canoeing	<input type="checkbox"/> Archery	<input type="checkbox"/> Drama	<input type="checkbox"/> Sports	<input type="checkbox"/> Nature Study	<input type="checkbox"/> Music	<input type="checkbox"/> Crafts
---------------------------------------	-----------------------------------	----------------------------------	--------------------------------	---------------------------------	---------------------------------------	--------------------------------	---------------------------------

**AUXILIARY ELECTIVES**

Check as many extra programs as applicable that you would like to be involved in.

If you are willing to lead, double checkmark these. If you are willing to assist, single checkmark these.

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Val... CSJ... CSGC Elec... Find... HR Pers... GCOS... COE... Cent... OT...

2 / 4 78.7%

### CAMP PROGRAM INTERESTS AND SKILLS

Carefully check program skills below which hold special interest for you and those in which you can be lead or assist.

**Core Electives** are programs which must be offered each week.

**Auxiliary Electives** are programs which are offered dependent upon having enough personnel who have the ability to teach them after the Core Electives have been assigned.

#### CORE ELECTIVES

You must check at least 2 programs that you are willing to lead, double checkmark these.

As well, you must check at least 2 programs that you are willing to assist, single checkmark these.

During pre-camp training we will determine which programs you will either lead or assist based on what you have indicated below.

Check as many extra programs as applicable. This list will be used as a basis for what programs we will offer and what you will teach.

☐ Swim Lessons ☐ Canoeing ☐ Archery ☐ Drama ☐ Sports ☐ Nature Study ☐ Music ☐ Crafts

#### AUXILIARY ELECTIVES

Check as many extra programs as applicable that you would like to be involved in.

If you are willing to lead, double checkmark these. If you are willing to assist, single checkmark these.

☐ Bible Teaching ☐ Geocaching ☐ First Aid/CPR ☐ Sign Language ☐ Drawing ☐ Pioneering

☐ Photography ☐ Puppets ☐ Singing ☐ Storytelling ☐ Scrapbooking ☐ Other

Indicate if you have any special qualifications below (e.g. ORCKA, NLS, etc.).

Is there any activity or hobby in which you have done special work or have special ability? Give details:

### CAMP PROGRAM ACTIVITIES

Check off any activities you would be interested in being involved with. Check all that are applicable.

☐ Challenge Course ☐ Audio Equipment ☐ Lifeguarding ☐ Videography ☐ Gardening ☐ Rock Climbing

☐ Campfire Program ☐ Fishing ☐ Song Leading ☐ Grounds Maint. ☐ Other

Do you swim? ☐ What YMCA or Red Cross Ratings do you hold (please list all):

Do you play a musical instrument? ☐ No ☐ Yes If yes, which?

### REFERENCES

(required for ALL NEW applications only)

Provide names of four individuals (not relatives) who know you well.  
(Example: Pastor, Youth Leader, Employer, School Official, Coach, Church Member)

Ensure that your references are aware that they will be contacted. Email is the preferred and quickest method of communication.

References will be required to complete and return a written form by email, fax or postal mail.

Pastor/Youth Leader	Name of Church	Years Known
Address	City	Province
Postal Code	Tel. No.	Email
Name	Relationship	Years Known
Address	City	Province
Postal Code	Tel. No.	Email
Name	Relationship	Years Known
Address	City	Province
Postal Code	Tel. No.	Email
Name	Relationship	Years Known
Address	City	Province
Postal Code	Tel. No.	Email

### AVAILABILITY

\*Student staff must apply for the entire 4 1/2 weeks of summer camp in July and August.

\*Additional weeks to serve may be available.

\*Adult staff circle the weeks you are available.

The weeks you are required to work are:  
JULY 8-14 Trekkin' Camp  
JULY 15-21 Trekkin' Camp  
JULY 22-24 Beginn'n Camp  
AUGUST 5-11 Trekkin' Camp  
AUGUST 12-18 Trailblazin' Camp

ALL STUDENTS: It is mandatory to attend all of the required precamp training held from Friday, June 23<sup>rd</sup> at 7pm to Friday, July 6<sup>th</sup> at 7pm to work at Mill Stream.

The precamp training week is an unpaid week. I understand that if I do not attend the required training I may not be hired.

☐ YES, I agree to attend.

IS MONETARY COMPENSATION REQUIRED FOR THE WEEKS SERVING? ☐ YES ☐ NO

### DOCTRINAL QUESTIONNAIRE

INSTRUCTIONS FOR COMPLETING THIS SECTION - READ CAREFULLY

FOR ALL NEW STAFF:	1) This section must be completed entirely before you can be considered to serve this summer. 2) Fill out all questions below completely. Include scriptural references for each question where requested. You may use a separate sheet of paper if needed. Incomplete answers will delay your application.
FOR RETURNING STAFF ONLY:	Complete both steps: 1) Check one: <input type="checkbox"/> There are no changes in my Doctrinal Questionnaire (Go to step 2) <input type="checkbox"/> There are changes in my Doctrinal Questionnaire (Make changes in the sections below) 2) All returning staff must complete on a separate piece of paper answers to the following questions: a. In what ways did you grow and develop as a person last summer at camp?

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IS MONETARY COMPENSATION REQUIRED FOR THE WEEKS SERVING? ☐ YES ☐ NO

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**DOCTRINAL QUESTIONNAIRE**

INSTRUCTIONS FOR COMPLETING THIS SECTION - READ CAREFULLY

<b>FOR ALL NEW STAFF:</b>	<p>1) This section must be completed entirely before you can be considered to serve this summer.</p> <p>2) Fill out all questions below completely. Include scriptural references for each question where requested. You may use a separate sheet of paper if needed. Incomplete answers will delay your application.</p>
<b>FOR RETURNING STAFF ONLY:</b>	<p>Complete both steps:</p> <p>1) Check one:</p> <p><input type="checkbox"/> There are no changes in my Doctrinal Questionnaire (Go to step 2)</p> <p><input type="checkbox"/> There are changes in my Doctrinal Questionnaire (Make changes in the sections below)</p> <p>2) All returning staff must complete on a separate piece of paper answers to the following questions:</p> <p>a. In what ways did you grow and develop as a person last summer at camp?</p> <p>b. How you have maintained your spiritual growth this year?</p> <p>c. What, if anything, would you do differently this coming summer at camp?</p> <p>The length of your answers are not important, however the content is.</p>

Church you attend:	Are you a Member: <input type="checkbox"/> yes <input type="checkbox"/> no	Your Involvement at your Church:
Pastor's Name:	Church Phone Number:	

**SECTION 1 Salvation**

a) Explain how you came to know Christ as your Savior. Please try to be specific about your experience.

b) How long have you been saved?

c) Is every one born in sin and is a sinner? Give one verse to support your answer:

d) Did Christ die in our place for our sins? Give one verse to support your answer:

e) Can our good works bring favor with God and save us? Give one verse to support your answer:

f) Does God save us if we truly believe in His Son, Jesus Christ? Give one verse to support your answer:

g) When one is truly born again is their eternal destiny is settled forever? Give one verse to support your answer:

h) Briefly explain how to be saved using Scripture references:

**SECTION 2 Word of God**

a) Is the Bible inspired? Give one verse to support your answer:

b) Can the Bible be taken as the final authority in matters of life and conduct today?

**SECTION 3 Godhead**

a) Do you believe in the Trinity? Why? Give one verse to support your answer:

b) Do you believe that the Father, Son and Holy Spirit are distinct persons, each with His own work and yet co-equal? Give one verse to support your answer:

**SECTION 4 Jesus Christ**

a) Is He coming visibly to earth again? Give one verse to support your answer:

b) Is He the Son of God born of a virgin? c) Did He work miracles while here on earth?

d) Did He live a sinless life? Give one verse to support your answer:

e) Did He really die and was He buried? f) Did He rise again the third day in bodily form?

**SECTION 5 Holy Spirit**

a) Is He a real personality? b) Do you believe in being filled with the Spirit?

c) Do we receive the Holy Spirit when we believe? d) Do you speak or pray in tongues?

**SECTION 6 Man**

a) Is man the product of evolution or direct creation? Give one verse to support your answer:

b) Can natural man do anything in himself to please God? Give one verse to support your answer:

c) Will a child or any individual capable of understanding the Gospel be eternally punished if they have not accepted Christ as Savior? Give one verse to support your answer:

**SECTION 7 Holy Living**

a) Is it God's will for Christians to live an exemplary life? Give one verse to support your answer:

b) Can God give us power to overcome sin in our lives? Give one verse to support your answer:

c) Does God desire us to be separate from the things of the world? Give one verse to support your answer:

d) Do you seek to please God in the matter of personal habits?

e) Do you seek to please God in your relationships with the opposite sex?

f) Do you believe pre-marital or extra-marital sex relationships are sin? Give one verse to support your answer:

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a) Is he coming victory to earth again? Give one verse to support your answer:

b) Is He the Son of God born of a virgin? c) Did He work miracles while here on earth? Give one verse to support your answer:

d) Did He live a sinless life? Give one verse to support your answer:

e) Did He really die and was He buried? f) Did He rise again the third day in bodily form?

**SECTION 5 Holy Spirit**

a) Is He a real personality? b) Do you believe in being filled with the Spirit? Give one verse to support your answer:

c) Do we receive the Holy Spirit when we believe? d) Do you speak or pray in tongues? Give one verse to support your answer:

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a) Is man the product of evolution or direct creation? Give one verse to support your answer:

b) Can natural man do anything in himself to please God? Give one verse to support your answer:

c) Will a child or any individual capable of understanding the Gospel be eternally punished if they have not accepted Christ as Savior? Give one verse to support your answer:

**SECTION 7 Holy Living**

a) Is it God's will for Christians to live an exemplary life? Give one verse to support your answer:

b) Can God give us power to overcome sin in our lives? Give one verse to support your answer:

c) Does God desire us to be separate from the things of the world? Give one verse to support your answer:

d) Do you seek to please God in the matter of personal habits? Give one verse to support your answer:

e) Do you seek to please God in your relationships with the opposite sex? Give one verse to support your answer:

f) Do you believe pre-marital or extra-marital sex relationships are sin? Give one verse to support your answer:

g) What is your belief about homosexuality? Give a verse to support your answer:

**SECTION 8 Future Things**

a) Where will the believer go when he dies? Give one verse to support your answer:

b) Where will the unbeliever go when he dies? Give one verse to support your answer:

c) Does the punishment of the lost last forever? Give one verse to support your answer:

d) Is there a second chance to be saved after death? Give one verse to support your answer:

Additional Comments:

I have read and fully understand all the questions requested in this application. I certify that all answers given by me are accurate and complete. I understand that completion and submission of this application does not ensure me a position. I authorize Mill Stream Bible Camp and Retreat Centre to contact the references listed above and I release each person from liability for providing this information.

If accepted for service:

- I understand that I will need to provide a Police Records Check at my own expense and all information concerning my references and Police Records check will be treated in a confidential manner and according to the Mill Stream Bible Camp and Retreat Centre Privacy Policy.
- I understand that omission and/or misrepresentation of the facts requested may be just cause for immediate dismissal without prior notice.
- I agree to abide by all the rules and policies of Mill Stream Bible Camp and Retreat Centre.
- I agree to abide by BCM Statement of Faith and Community Standards Statement.

I have read, understood and agree to the above.

SIGNED: DATE:

All correspondence will be by email listed on the front page unless otherwise requested here:

Mill Stream Bible Camp and Retreat Centre is owned and operated by BCM International (Canada) Inc.

**OFFICE USE ONLY**

Date Received	MM / DD / YY	Date First Response Issued	MM / DD / YY
Date First Reference Received	MM / DD / YY	Date References Issued	MM / DD / YY
Date Second Reference Received	MM / DD / YY	Date Phone Interview Completed	MM / DD / YY
Date Third Reference Received	MM / DD / YY	Date In-person Interview Completed	MM / DD / YY
Date Fourth Reference Received	MM / DD / YY	Date Response Sent	MM / DD / YY

NOTES:

← → https://gov.on.ca/

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**Ontario** Ministry of Labour

Ontario.ca | Feedback

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Location: Home > Employment Standards > Tools > Hours of Work > What Counts as Work Time: Hours of Work and Overtime Tool

Ministry of Labour

Employment Standards

Education, Outreach and Partnership

Frequently Asked Questions

Topics and Publications

Forms

Tools

Other Languages

Laws

Health and Safety

Labour Relations

Ontario-Quebec Construction Mobility

Agencies, Boards and Commissions

Contacts

Newsletters

Subscribe

What's New

Live Safe! Work Smart!

Follow us

Twitter

Facebook

YouTube

LinkedIn

#worksafeON | #workfairON

## What Counts as Work Time?

Content last reviewed: April 2019

[Hours of Work & Overtime Tool](#) > What Counts as Work Time?

It is necessary to determine what counts as work time (hours of work) for the purposes of determining compliance with the minimum wage, overtime and hours of work (including rest entitlements) provisions under the [Employment Standards Act \(ESA\)](#).

Generally, work is considered to be performed when the employee is actually working or the employee is not working but is required to stay at the workplace. However, even if the employee is required to stay, he or she is not considered to be working during the time that he or she is entitled to take time off and does take time off for:

- an eating period;
- sleeping (provided that the employer provides the sleeping facilities and the employee is entitled to at least six uninterrupted hours off work); or
- engaging in private affairs or pursuits.

Note that an employee who is not at the workplace but is "on call" is not considered to be working unless the on-call employee is called into work.

### Travel Time

Commuting time and travel during the workday are treated differently under the ESA.

Commuting time is the time it takes an employee to get to work from home and vice-versa. This is not counted as work time for the purposes of the ESA.

However, there are a number of exceptions to this rule.

- If the employee takes a work vehicle home in the evening for the convenience of the employer, the work time begins when the employee leaves home in the morning and ends when he or she arrives home in the evening.
- If the employee is required to transport other staff or supplies to or from the workplace or work site, time so spent must be counted as work time.
- If the employee has a usual workplace but is required to travel to another location to perform work, the time traveling to and from that other location is counted as work time.

Time spent travelling during the course of the workday is considered to be work time.

### Training Time

Time spent by an employee in training that is required by the employer or by law is counted as work time. For example, where the training is required because the employee is a new employee or where it is required as a condition of continued employment in a position, the training time is considered to be work time.

Time spent in training that is not required by the employer or by law in order for an employee to do his or her job is not counted as work time. For example, where an employee hoping for a promotion with the employer takes training in order to qualify for it, time spent taking the training is not considered to be work time.

- View the [Special Rule Tool](#)
- View [Section 1.1 of Reg. 285/01](#)
- View [Your Guide to the ESA](#)

Please complete our [survey](#).

Employment Standards Information Centre  
416-326-7180 (Greater Toronto Area)  
1-800-531-5351 (toll free Canada-wide)  
1-866-567-8893 (TTY for hearing impaired)

CONTACT US | ACCESSIBILITY | PRIVACY | SITE MAP

STUDENT'S HANDBOOK FOR ONTARIO, 2009-2010 | TERMS OF USE

Last Modified: April 09 2019

[https://www.labour.gov.on.ca/english/es/tools/hours/what\\_counts.php](https://www.labour.gov.on.ca/english/es/tools/hours/what_counts.php)

### Certification

The Notice of Application in Federal Court File No. T-918-19 dated June 3, 2019 contains a request pursuant to Rule 317 of the *Federal Courts Rules* for material. The Rule 317 request includes a request for the following material (the "Third Request"):

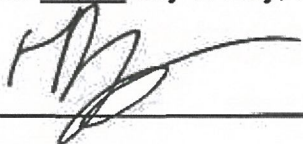
3. The record of all documents and other materials before the Minister informing the Minister's decision to impose the Impugned Provision on any CSJ application.

The Notice of Application defines the "Impugned Provision" as the provision in the 2019 Canada Summer Jobs Applicant Guide which defines ineligible projects and job activities as projects or job activities which:

"restrict access to programs, services, or employment, or otherwise discriminate, contrary to applicable laws, on the basis of prohibited grounds, including sex, genetic characteristics, religion, race, national or ethnic origin, colour, mental or physical disability, sexual orientation, or gender identify or expression;"

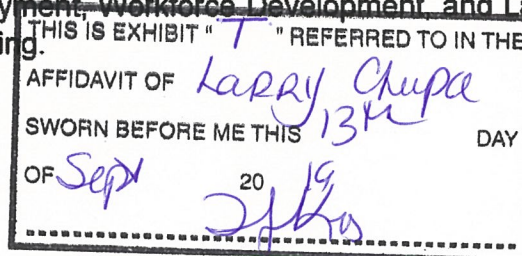
In response to the Third Request, I certify that the attached are true copies of all the documents and other materials relevant to the decision to impose the Impugned Provision in the possession of the Minister of Employment, Workforce Development and Labour, which the Crown does not object to producing.

Dated this 14 day of July, 2019.



Tahiya Bakht,

Senior Advisor, Office of the Honourable Patty Hajdu, Minister of Employment, Workforce Development and Labour, on behalf of Her Majesty



2018 SC-NHQ 002679

SECRET  
SOLICITOR CLIENT PRIVILEGE  
AND LITIGATION PRIVILEGE  
IRBV

MEMORANDUM TO THE MINISTER OF EMPLOYMENT, WORKFORCE  
DEVELOPMENT AND LABOUR

**CANADA SUMMER JOBS 2019: QUALITY JOBS FOR YOUTH**  
**CHANGES TO PROGRAM ELIGIBILITY**

FOR DECISION AT YOUR EARLIEST CONVENIENCE

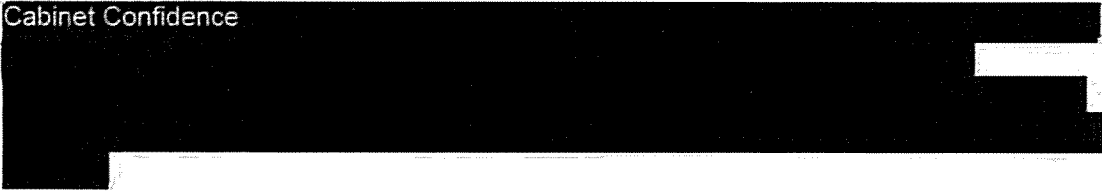
**SUMMARY**

- The purpose of this memorandum is to seek your decision on program eligibility changes for Canada Summer Jobs (CSJ) 2019, as well as to outline further decisions that are being sought under separate cover to support the launch of CSJ 2019.
- In keeping with the renewed policy objectives of the Youth Employment Strategy (YES) to provide youth with quality job placements in safe, inclusive and healthy work environments, the Department has strengthened the policy rationale supporting CSJ funding decisions (Annex A). Linked to this rationale and your statutory authorities, the Department has developed eligibility requirement options to support funding decisions and address stakeholder concerns.
- Your approval is being sought at your earliest convenience regarding:
  - a) Language for the Employer Attestation (Annex B); and,
  - b) Ineligibility Criteria (Annex C).
- The Department has sought your approval of the proposed approach to strengthen the program delivery (2018 SC-NHQ 002722) as well as the program parameters for CSJ 2019 (2018 SC-NHQ 002770) under separate cover.

THIS IS EXHIBIT "D" REFERRED TO IN THE  
AFFIDAVIT OF *Larry Chupin*  
SWORN BEFORE ME THIS *13th* DAY  
OF *Sept* 20 *19*  
*[Signature]*

.../2

## BACKGROUND

- CSJ is an initiative of the YES, the Government of Canada's commitment to help young people get the information and gain the skills, work experience and abilities they need to make a successful transition into the labour market.
- Cabinet Confidence  

- In keeping with the renewed YES, the CSJ program will now be open to all youth between 15 and 30 years of age, not only students. The objectives of the program are also being updated to place greater emphasis on the creation of quality work experiences for youth that provide opportunities to develop and improve their skills. Through the application of national and local priorities, CSJ also seeks to improve access to employment opportunities for youth who face unique barriers.
- To achieve the policy objectives and to address feedback from stakeholders, the Department has identified how the program could be strengthened to ensure that jobs funded under CSJ take place in inclusive and non-discriminatory work environments that are in compliance with all applicable laws.

### *2018 Eligibility Changes*

- A new requirement was introduced in CSJ 2018 to help prevent Government of Canada funding from flowing to organizations whose mandates or projects may not respect individual human rights or the values underlying the *Canadian Charter of Rights and Freedoms* (Charter). All applicants were required to attest that both the job and the organization's core mandate respected the following principles:

"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, race, national or ethnic origin, colour, mental or physical disability, sexual orientation or gender identity or expression."

- The inclusion of this language in the Attestation put the onus on the applicant to self-assess that their organizational mandate and job placement complied with program eligibility requirements. Further to implementing this approach, Supplemental Information was published by the Department to clarify the use

.../3

of the terms "core mandate" and "respect". A total of 1,563 program applicants did not submit a complete application with a signed Attestation.

#### *Feedback from Stakeholders*

- Feedback related to the new eligibility requirement focused on the following issues:
  - Concern around the use and meaning of "respect" and "core mandate";
  - Criticism of the linkage between *Charter* rights and reproductive rights;
  - Allegations of infringements on *Charter* rights (particularly freedom of religion, belief, and expression) and/or that the requirement represents compelled speech or a "values test"; and,
  - Claims that faith-based organizations were being denied access to a government program on the basis of their religious beliefs.

#### *Challenges before the Courts*

- The language of the 2018 Attestation has been subject to a legal challenge before the Court of Queen's Bench in Alberta. There are also 9 judicial review applications before the Federal Court challenging the decisions regarding funding.

#### **CHANGES FOR CSJ 2019**

- Cabinet Confidence [REDACTED] the Department has developed a range of changes to clarify and strengthen program requirements to better meet policy objectives for inclusive work environments and quality work placements.
- These changes will improve the Department's ability to ensure that project funding is used for placements that align with the policy objectives, while aiming to address some of the concerns that arose during CSJ 2018.

#### *Policy Rationale (Annex A)*

- Funding decisions should be connected to policy objectives and statutory authorities:
  - Section 5 of the *Department of Employment and Social Development Act* (the Departmental Act) provides that the Minister shall exercise her powers and perform the duties and functions relating to human resources and skills development with a view to improving the standard of living and quality of life of all Canadians by promoting a highly skilled and mobile workforce and an efficient and inclusive labour market; and

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relating to social development with a view to promoting social well-being and income security.

- Section 7 provides the Minister with the authority to make grants and contributions in relation to programs that contribute to the development of the human resources and skills of Canadians or that contribute to the social development of Canada.
- In an effort to reinforce the alignment between funding decision, statutory authorities and the renewed policy objectives, the Department has defined "quality work experience" and "respectful and inclusive work environment" and how these concepts relate to your statutory authorities under the Departmental Act.
- Essential to creating a quality work experience is the need to ensure that program participants—including vulnerable or underrepresented youth in particular—are employed in inclusive and non-discriminatory work environments and are contributing to organizations that respect the rights of all Canadians.
- The European Union developed a comprehensive list of indicators of job quality in 2001 at the Laeken summit. The Laeken indicators of job quality include the following criteria as measures to define a quality work experience: socio-economic security (i.e. decent wages and secure transitions); skills and training opportunities; safe and healthy working conditions; the ability to combine work and family life, and promotion of gender equality.
- Quality job placements that provide a positive work experience taking into account the international Laeken indicators and occur in an inclusive work environment include jobs that:
  - Demonstrate that employers are investing in youth (by paying above the wage subsidy);
  - Provide an opportunity for youth to develop skills needed for employment;
  - Provide mentoring and supervision; and,
  - Occur in safe work environments (e.g., work environments with Workplace Hazardous Materials Information Systems certification and inspections; with policies against sexual harassment and violence); and,
  - Occur in inclusive and healthy work environments (as demonstrated through activities such as promoting mental wellness, promoting equal opportunity and respect for employees regardless of sex, age, religion, race, national or ethnic origin, colour, mental or physical ability, sexual orientation, or gender identity or expression).

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- Applications to the CSJ program will be screened and assessed against these criteria for quality job placements to determine eligibility. This will support the program objective of helping youth develop skills to support their transition to the labour market, which is in keeping with your powers and duties as set out in the Departmental Act related to human resources and skills development in Canada and the social development of Canada. Consistent with the Act's emphasis on an efficient and inclusive labour market, job placements should also be available to any youth between 15 and 30 years old, regardless of sex, religion, race, national or ethnic origin, colour, mental or physical disability, sexual orientation or gender identity or expression, so they can benefit from the government programming.
- These criteria are especially important for a program that targets youth, some of whom are minors or deemed vulnerable and, therefore, may be more at risk of being significantly influenced by discriminatory behaviour and those practices that do not comply with the law.
- The CSJ Application, Articles of Agreement, and ineligible criteria have been aligned with the strengthened policy rationale.
- This note is seeking your decision on the language for the employer attestation and on options for ineligibility criteria.

#### **DECISION 1: EMPLOYER ATTESTATION**

- The Department has developed a proposed Attestation for employers to declare their adherence to the eligibility requirements (Annex B):
- The proposed Attestation retains the structure and approach of the 2018 Attestation and will remain in the Application Form immediately above the Applicant's signature block and ahead of the Articles of Agreement. The Attestation will also form part of the Articles of Agreement.
- The language below will appear in the Attestation:

"On behalf of my organization I declare that:

1. I have read, understood and will comply with the Canada Summer Jobs Articles of Agreement;
2. I have all the necessary authorities, permissions and approvals to submit this application on behalf of myself and my organization;
3. The job would not be created without the financial assistance provided under a potential contribution agreement;
4. Any funding under the Canada Summer Jobs program will not be used to undermine or restrict the exercise of rights legally protected in Canada."

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### Considerations

- The proposed language addresses the principal criticisms raised by stakeholders in CSJ 2018:
  - For CSJ 2019, the language of the Attestation has been modified to respond to stakeholders' concerns around the use and meaning of "respect" and "core mandate", criticism of the linkage between *Charter* rights and reproductive rights, as well as allegations of infringements on *Charter* rights (particularly freedom of religion, belief, and expression) and/or that the requirement represents compelled speech or a "values test". As a result, for CSJ 2019, there will be no reference to "core mandate" or the use of the word "respect". Instead, the employer must now attest that the funding will not be used to undermine or restrict the exercise of rights legally protected in Canada. In addition, new lists of ineligible employers, activities or projects will be outlined in the Articles of Agreement and Applicant's Guide.
  - The revised attestation no longer includes a reference to reproductive rights. However, as per the eligibility criteria, employers, activities or projects that seek to restrict a woman's access to sexual and reproductive health services will not be eligible for funding.
- The approach of an Attestation has benefits:
  - It is visible and transparent to have organizations sign the Attestation when applying for funding. The onus remains on organizations to decide whether or not to apply and the application may still elicit criticism from some organizations.
- This approach still requires the proponent to attest as a pre-condition that they will abide by the terms of the funding agreement. This, along with the strengthened terms of the funding agreement, will provide the Department with a basis to terminate the funding agreement with employers who are found to be in breach of the terms of the agreement, subject to there being sufficient and reliable evidence to conclude that there is a breach of the terms of the Agreement.
- However, there will still be greater onus on the Department than in 2018 to screen out ineligible organizations based on the enhanced program eligibility requirements as well as the associated eligibility criteria.

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### Articles of Agreement

- The revised Articles of Agreement emphasize that funded organizations will have ongoing responsibility to meet their contractual obligations. The Articles of Agreement also provide for a specific process to terminate the funding agreement when employers do not comply with the Articles themselves or with the terms of the Attestation.
- The strengthened Articles of Agreement will include:
  - An updated Section 12.0 (Employer Attestation);
  - Expanded Employer responsibilities related to the policy objective of the program to create quality jobs;
  - Expanded ineligibility criteria;
  - Updated items related to the termination of agreements; and,
  - Language related to new mandatory reporting requirements and the disclosure of information.

### Legal Considerations for Decision 1– Attestation and Articles of Agreement

Solicitor/Client Privilege



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Solicitor/Client Privilege



## **DECISION 2: INELIGIBILITY CRITERIA**

- In addition to changes to the Attestation and Articles of Agreement, the Department developed two options to provide clear criteria to CSJ applicants when determining their eligibility to apply to the program as well as to support Service Canada program officers when screening the eligibility of applications (Annex C):
  - Option A considers eligibility decisions on the basis of employers and job activities;
  - Option B considers eligibility decisions on the basis of employers, work environments and projects (Recommended).
- The following definitions will guide the screening and assessment of applications for eligibility:

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- Employer: the "Legal Name of the Organization" in the "Canada Summer Jobs - Application/Agreement". It is the entity bound by the terms of the Agreement and who establishes a relationship (Employer-Employee) with the employee, including the hiring, management, and supervision of the employee. The various obligations of the Employer are outlined throughout the Agreement and, in particular, section 9.0 outlines the responsibilities related to the management of the project, which includes the provision of a safe, inclusive and respectful work environment.
- Project: the hiring, administration of, and job activities as described in the Application/Agreement.
- Work environment: includes a quality work experience which takes into account the international Laeken indicators in the environment of the employer in which the job and project occur. Work environments must be safe, respectful, inclusive, free of harassment, abuse and discrimination and in compliance with all applicable laws.

#### **Option A: Ineligible Employers and Job Activities**

##### Ineligible Employers

- Members of the House of Commons and the Senate;
- Federal Government Departments and Agencies;
- Provincial and Territorial Departments and Agencies;
- Employers who engage in partisan political activities;
- Employers who:
  - deny access to their programs or services, contrary to applicable laws, on the basis of prohibited grounds including sex, age, religion, race, national or ethnic origin, colour, mental or physical disability, sexual orientation, or gender identity or expression;
  - discriminate on the basis of prohibited grounds including sex, age, religion, race, national or ethnic origin, colour, mental or physical disability, sexual orientation, or gender identity or expression;
  - foster intolerance, discrimination and/or prejudice; or,
  - work to undermine or restrict a woman's access to sexual and reproductive health services.

##### Ineligible Job Activities

- Projects consisting of activities that take place outside of Canada;
- Activities that contribute to the provision of a personal service to the employer;
- Partisan political activities;
- Fundraising activities to cover salary costs for the youth participant
- Job activities that:
  - restrict access to programs or services, contrary to applicable laws, on the basis of prohibited grounds including sex, age, religion, race, national or ethnic origin, colour, mental or physical disability, sexual orientation, or gender identity or expression;

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- discriminate on the basis of prohibited grounds including sex, age, religion, race, national or ethnic origin, colour, mental or physical disability, sexual orientation, or gender identity or expression;
- foster intolerance, discrimination and/or prejudice; or,
- work to undermine or restrict a woman's access to sexual and reproductive health services.

### **Option B: Ineligible Employers, Work Environments and Projects (Recommended)**

#### Ineligible Employers:

- Members of the House of Commons and the Senate;
- Federal government departments and agencies;
- Provincial and Territorial department and agencies; and
- Organizations that engage in partisan political activities.

#### Ineligible Projects and Job Activities:

- Projects consisting of activities that take place outside of Canada;
- Activities that contribute to the provision of a personal service to the employer;
- Partisan political activities;
- Fundraising activities to cover salary costs for the youth participant
- Projects and job activities that occur in work environments which:
  - restrict access to programs or services, contrary to applicable laws, on the basis of prohibited grounds including sex, age, religion, race, national or ethnic origin, colour, mental or physical disability, sexual orientation, or gender identity or expression;
  - discriminate, contrary to applicable laws, on the basis of prohibited grounds including sex, age, religion, race, national or ethnic origin, colour, mental or physical disability, sexual orientation, or gender identity or expression;
  - foster intolerance, discrimination and/or prejudice; or,
  - work to undermine or restrict a woman's access to sexual and reproductive health services.

### Considerations

- Both options seek to emphasize the requirement for employers to have in place inclusive work environment policies and for employers to provide equitable access to programs and services in support of the CSJ policy objective to provide quality work placements in safe, healthy, and inclusive work environments.
- Eligibility decisions will be more complex this year for program staff. Applications will also take longer to assess this year in comparison to CSJ 2018. Cabinet Confidence [REDACTED]
- While both options aim to minimize variability and ambiguity, Option A will require more interpretation, fact-finding or follow-up with applicants than in previous years to support eligibility decisions.

- Despite all of the program delivery improvements introduced this year related to screening and assessment, as well as enhanced monitoring and compliance activities, Option A risks identifying and assessing too many organizations as ineligible. In the case of Option A, the Department anticipates that more faith-based employers would be deemed ineligible.
- Option A may tend to render faith-based employers ineligible for two reasons:
  - Ancillary activities:
    - Among the community services they provide, they may also conduct activities (e.g., a sermon, host pro-life group in their premises) that could be seen as undermining a woman's access to sexual and reproductive health services or discriminatory practices.
  - Faith-based organizational governance models:
    - Employers governed by or linked to faith-based organizations would disproportionately be deemed ineligible given potential links made by program staff to broader doctrine adhered to by faith based organizations. These decisions will in particular, affect applicants who, for example, belong to a faith based employer that runs a summer camp, daycare, or homeless shelter.
- Assessments in the case of Option A are more complex than Option B. Eligibility decisions under Option A will require program officers to more frequently find, consider, and examine factors outside of the Application process. Specifically, the Department would assesses the broad connection between information on the organization's mandate found in the public domain and the subsequent connection to concrete activities in making eligibility determinations. This will in some cases require the Department to follow-up with organizations regarding their mandates and activities; moreover, subsequent negative eligibility determinations may be difficult to explain to applicants deemed ineligible.
- While there was a reduction in the number of faith-based employers who applied in 2018 as compared to 2017, the approach outlined in Option A would likely result in similar number of applicants, but an increased number of organizations deemed ineligible. While this would likely garner media attention, it should not have an impact on the department's ability to meet its target of 70,000 jobs.

- Option B enables the department to meet your policy objectives by focusing on the quality of the work experience, the work environment and job activities. Considering projects instead of employers enables the Department to make more informed eligibility decisions that consider the quality of the work placement in terms of wages offered, skills development opportunities, supervision and mentoring, safety of the workplace, and the inclusiveness and health of the work environment.
- Applications will be assessed for quality against the following criteria to support Departmental efforts to recommend projects that:
  - Provide supervision and mentoring;
  - Declare having implemented the appropriate health and safety measures;
  - Declare having hiring and termination practices as well as a working environment that does not discriminate contrary to applicable laws;
  - Provide employment opportunities consistent with national and/or local priorities; and,
  - Provide skills development, as outlined in the application form.
- In terms of assessment methodology, for Option B, program staff will focus on the quality of the work experience as defined by:
  - Job quality
  - Work and work environment quality
  - Employment quality
- These elements of a quality work experience, the factors considered and the subsequent means to evaluate them are informed by the Laeken indicators and work conducted by the OECD (OECD Guidelines on Measuring the Quality of the Working Environment).

Table 1: Operationalization of Laeken Indicators

Element of Work Experience	Factors Considered in Evaluation	Assessment Criteria
Job Quality	Skill Development and Training Opportunities	<p>Mentoring and Supervision Plans must be provided. Quality of the plans will be assessed.</p> <p>Narrative required in the Application Form on the skills developed during the placement.</p> <p>Alignment with CSJ 2019 National Priorities.</p>
Work and Work Environment Quality	Physical Working Conditions	Occupational Health and Safety practices collected in the Application
	Health and Injury Variables	Occupational Health and Safety practices collected in the Application
	Gender Equality and Inclusion	<p>Declaration that hiring and termination practices do not discriminate as per applicable laws.</p> <p>Applicants are asked whether they will hire youth who are underrepresented or who have additional barriers to the labour market.</p> <p>Signed Attestation.</p> <p>Alignment with CSJ 2019 national priorities.</p>
Employment Quality	Wage	Wages offered are included in the Application. Must respect minimum wage requirements and higher wages result in higher scores in the assessment process.
	Length of work experience	Information provided in the Application (longer job activities are scored higher).

- Considering gender equality, diversity and non-discrimination as elements of a quality work environment contributes to both the recruitment of youth who face unique barriers into the labour market and ensures that their experience has a lasting and positive impact on their future labour market participation so that they are confident about their ability to participate in future employment.
- Eligibility decisions made using the approach in Option B will be easier to operationalize and explain to applicants compared to Option A given they consider specific elements such as quality of the work environment as defined by the Laeken indicators and other research.

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- Assessing projects on the basis of job activity, work environment and work experience, which are informed by the Laeken indicators and other research, (Option B) will facilitate consistency in decision making and aligns more closely with public statements made last year.
- With the focus on the work environment, Option B permits program officers to make eligibility determinations on the basis of the quality of the job and work environment. As a result, employers that share a business number with an ineligible parent organization would not be automatically deemed ineligible.

Legal Considerations for Decision 2 – Ineligibility Criteria

Solicitor/Client Privilege



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Solicitor/Client Privilege



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Solicitor/Client Privilege



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Solicitor/Client Privilege



### RECOMMENDATION

- **Decision 1: Employer Attestation:** You are requested to indicate your approval of the revised Attestation.
- **Decision 2: Ineligibility Criteria:** It is recommended that you approve Option B (Ineligible Employers, Work Environments and Projects) to further strengthen the eligibility requirements for employers and job activities and provide additional support to the measures in Decision 1.

### NEXT STEPS

- **Cabinet Confidence** 

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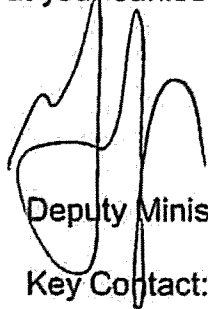
Cabinet Confidence



- Subject to your decision and to support the launch of CSJ 2019, the Department has sought your approval of the following under separate cover:
  - Proposed program delivery enhancements, notably the proposed approach to enhance the screening and assessment of applications, monitoring of agreements, as well as the process for terminating agreements, up to and including revocation of funding in cases where issues are identified (2018 SC-NHQ 002722).
  - Recommended program parameters for CSJ 2019, including the allocation formula, the national priorities, Applicant Guide and the Information Kit for Members of Parliament (2018 SC-NHQ 002770).

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Your decision is requested at your earliest convenience.

  
Deputy Minister  
Key Contact:

Stephanie Hébert  
(819) 654-2447

Rachel Wernick  
(819) 654-5991

Mark L. McCombs  
(819) 654-1965

- ☐ I would like an oral briefing
- ☐ I would like \_\_\_\_\_ of my staff to be briefed
- ☐ No briefing required

I concur:

**Decision 1: Employer Attestation**

- ☐ Revised Employer Attestation
- ☐ I would like to see additional options

**Decision 2: Ineligibility Criteria**

- ☐ Option A – Ineligible Employers and Job Activities
- ☐ Option B – Ineligible Employers, Work Environments and Projects
- ☐ I would like to see additional options

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I concur:

\_\_\_\_\_  
Patty Hajdu

\_\_\_\_\_  
Date

I do not concur:

\_\_\_\_\_  
Patty Hajdu

\_\_\_\_\_  
Date

Attachments: 3

## Strengthened Policy Rationale

### *Overview of the YES Policy Objective*

YES is the Government of Canada's commitment to help young people, particularly those facing barriers to employment, get the information and gain the skills, work experience and abilities they need to make a successful transition into the labour market.

The modernization of the broader YES puts more emphasis on measuring meaningful outcomes, such as skills development, and on helping those youth furthest from opportunity or underrepresented in the labour market.

The overarching objective is to provide youth with high quality job placements in safe and inclusive work environments.

### *Updates to CSJ*

CSJ is an initiative of the YES. In keeping with the renewed YES, the program will now be open to all youth, not only students. The objectives of the CSJ program were also updated to place a greater emphasis on the creation of quality work experiences for youth that provide opportunities to develop and improve their skills in inclusive and respectful work environments. Through the application of national and local priorities, CSJ also seeks to improve access to employment opportunities for youth who face unique barriers. These national and local priorities are updated on an annual basis to allow the Government of Canada to address gaps in programming.

The updated program objectives are:

- Providing quality work experiences for youth;
- Responding to national and local priorities to improve access to the labour market for youth who face unique barriers; and,
- Providing opportunities for youth to develop and improve their skills.

### *Quality Job Placements and an Inclusive Work Environment*

- Job quality is necessarily a multidimensional concept. The general or overall quality of a job is the sum of multiple aspects affecting both the work environment and the work itself. There are more than 20 recognized frameworks that assess dimensions of job quality. While they have differences, generally they measure issues related to job satisfaction; wages; health and safety/working conditions; skills development and utilization; and work-life balance. These include the:
  - European Job Quality Index;
  - International Labour Organization's Decent Work Indices;
  - Good Jobs Index; and
  - Laeken Indicators of Job Quality

- While each framework has its own strengths and weaknesses they focus on similar dimensions. For the purposes of this assessment the Laeken Indicators of Job Quality are being used. They have been widely used since 2001 and have among their strengths objective variables, inclusion of dynamic variables and because they have been used for a number of years allow for cross country comparison. Under Laeken, indicators are clustered under two dimensions.

#### 1.) Characteristics of the job itself

- Intrinsic job quality
- Lifelong learning and career development
- Gender equality
- Health and safety at work
- Flexibility and security
- Inclusion and access to the labour market

#### 2.) The work and wider labour market context

- Work organization and work-life balance
- Social dialogue and workers' involvement
- Diversity and non-discrimination
- Overall economic performance and productivity (including wages)

### *Application of Job Quality to CSJ*

- ESDC will therefore consider quality job placements that demonstrate:
  - Employers are investing in youth (by paying above minimum wage or committing to retain the youth beyond the wage subsidy);
  - Provide an opportunity for youth to develop skills needed for employment;
  - Provide mentoring and supervision;
  - Occur in safe work environments (e.g., workplaces with Workplace Hazardous Materials Information Systems certification; inspections; with policies against sexual harassment and violence); and,
  - Occur in inclusive and healthy work environments (as demonstrated through activities such as promoting mental wellness, promoting equal opportunity and respect for employees, regardless of sex, age, religion, race, national or ethnic origin, colour, mental or physical disability, sexual orientation or gender identity or expression).
- Applying these criteria of quality job placements for youth ensures they can develop skills that will support their transition to the work environment, consistent with the Minister's powers and duties as set out in the Departmental Act. Consistent with the Act's emphasis on an efficient and inclusive labour market, job placements should also be available to any youth, regardless of race, gender identity, religious beliefs or disability, can benefit from government programming.
- These quality criteria are especially important for a program that targets youth, many of whom are minors, who may be more at risk of being the victim of discriminatory

behaviour and practices and can be significantly influenced by exposure to negative adult behavior<sup>2</sup>.

- For many youth, summer employment represents a key step in the transition into the labour market. Not only does it provide youth with work experience and the opportunity to earn money during the summer months, it also has a lasting impact on their future labour market participation. Youth who participated in meaningful summer employment where they feel that they learned new skills are more likely to be confident about their ability to participate in future employment and more motivated to find a job following their job placement<sup>3</sup>.
- At the same time, for youth that have negative experiences in the labour market at an early age, the repercussions can have a scarring impact on the youth both professionally and personally. For many youth, a summer job represents their first work experience. Youth who hold a job for the first time are particularly vulnerable to be at risk of harassment or discrimination, as they are often unfamiliar with the expectations, roles, responsibilities and norms of the workplace, and often receive little or no training<sup>4</sup>.
- Youth workplace harassment is a serious and growing issue and countries are beginning to develop programs to support the high numbers of youth who experience it<sup>5</sup>. Certain sub-groups of youth are more likely to experience workplace harassment: female and male visible minorities, white women and LGBTQ2 youth<sup>6</sup>. Youth have a high risk of experiencing employment harassment for several reasons: 1) their young age; 2) their new occupational status as an employee; and 3) their lack of employment experience and uncertainty of how to respond to the harassment<sup>7</sup>.
- While it is difficult to quantify the number of youth who experience harassment in the workplace due to the tendency of young victims to be unwilling to come forward in the majority of situations, research in the United States indicates that even though sexual harassment complaints are declining among the general population, that they

<sup>2</sup> <http://www.te-palvelut.fi/te/fi/>; <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC2752426/>

<sup>3</sup> Weaver, Robert D. 2011. "Assessing the Impact of a Summer Jobs Program on Youth's Perceptions of their Employability." *Currents: Scholarship in the Human Services* 10(1): 1-19.

<sup>4</sup> Drobac, Jennifer Ann. 2007. "I can't to I Kant: the sexual harassment of working adolescents, competing theories, and ethical dilemmas" *Albany Law Review*. 70.2 (Spring): p 675-739; Flahardy, Cathleen. 2005. EEOC Responds To Harassment Complaints From Teens. *Corporate Legal Times*, 75 (1 November), 44-45. Accessed 2 November. Available at: <https://www.law.com/almlD/51c9a7eb150ba0411400013a/?sreturn=20181002120239>; Wells, Susan. J. (2005). De-Greening Teens. *HR Magazine*, 4 (1). 1 April. Accessed 2 November 2018. Available at: <https://www.shrm.org/hr-today/news/hr-magazine/Pages/0405wells.aspx>

<sup>5</sup> U.S. Equal Employment Opportunity Commission "Youth@Work". No date given. Accessed 18 October 2018. Available at: <https://www.eeoc.gov/youth/index.html>

<sup>6</sup> Welsh, S., Carr, J., Macuarrie, B., & Huntley, A. (2006). "I'm not thinking of it as sexual harassment": Understanding harassment across race and citizenship. *Gender and Society*, 20, 87-107.; Krieger, N., Waterman, P. D., Hartman, C., Bates, L. M., Stoddard, A. M., Quinn, M. M., et al. (2006). Social hazards on the job: Workplace abuse, sexual harassment, and racial discrimination. *International Journal of Health Services*, 36, 51-85.

<sup>7</sup> Mortimer, J. T. (2003). *Working and growing up in America*. Cambridge, MA: Harvard University Press.

are on the rise among the youngest workers. The proportion of complaints from underage workers between the ages of 14 and 17 increased from under two percent in 2001 to eight percent in 2004. Teens who are sexually harassed at work are likely to experience isolation, helplessness, hopelessness and powerlessness. For young women, the trauma often takes the form of increased alcohol use, high levels of depression and anxiety, while young men may show anger and violence, poor school performance and criminal activity.<sup>8</sup>

- While youth from both high socio-economic backgrounds and low socio-economic backgrounds may occupy similar types of work during adolescence, a youth's socio-economic background significantly impacts how she or he will cope with negative work experiences, such as harassment. For example, youth from higher socio-economic backgrounds who are being harassed at work have more resources to quit their job and seek employment where they will be treated better. Youth from lower socio-economic backgrounds who are being harassed at work cannot necessarily afford to leave the job which may prevent long-term obstacles to upward mobility.<sup>9</sup>

### *Promoting Equality of Opportunity and Addressing Social Exclusion and Discrimination*

- It is also known that certain youth face additional barriers to the labour market, including women in certain fields, visible minorities and new immigrants, Indigenous youth, youth with disabilities, LGBTQ2 youth. Women, especially, still face inequity in the labour market through lower pay for the same job, more part-time work, and being delegated to traditional gender roles and occupations, which are typically at a lower pay level than men's.<sup>10</sup>
- The Government has been clear about its commitment to gender equity<sup>11</sup>, and to policies and programs that support women's reproductive rights<sup>12</sup>, LGBTQ2 rights<sup>13</sup> and to the promotion of human rights within Canada and around the world<sup>14</sup>. The Government has also introduced Bill C-65, *An Act to amend the Canada Labour Code (harassment and violence)*, to prevent sexual harassment and violence against women in the work environment.

<sup>8</sup> Crafts, D. & Thomas, S. (2015). Sexual Harassment: A focus on Youth Employment and Managerial Practice in the Hospitality and Service Industries. *The Electronic Journal of Legal, Safety, and Security Research*. November, 1, Vol. 8

<sup>9</sup> McLaughlin, H., Uggen, C., & Blackstone, A. (2008). Social class and workplace harassment during the transition to adulthood. In J. T. Mortimer (Ed.), *Social class and transitions to adulthood. New Directions for Child and Adolescent Development*, 119, 85–98.

<sup>10</sup> "Women in Canada: a Gender-Based Statistical Report", <http://www.statcan.gc.ca/pub/89-503-x/2015001/article/14694-eng.pdf>

<sup>11</sup> GoC commitments outlined in the report from the Status of Women Canada entitled "Setting the Stage for the Next Century: The Federal Plan for Gender Equality"

<sup>12</sup> Announcement on March 8, 2017: "Canada's commitment to sexual and reproductive health and rights [http://international.gc.ca/world-monde/issues\\_development-enjeux\\_developpement/global\\_health-sante\\_mondiale/reproductive\\_faq-reproductifs\\_faq.aspx?lang=eng](http://international.gc.ca/world-monde/issues_development-enjeux_developpement/global_health-sante_mondiale/reproductive_faq-reproductifs_faq.aspx?lang=eng)

<sup>13</sup> November 15, 2016 news release "Prime Minister announces Special Advisor on LGBTQ2 issues" <https://www.pm.gc.ca/eng/news/2016/11/15/prime-minister-announces-special-advisor-lgbtq2-issues>.

<sup>14</sup> Canada's commitment to the promotion of human rights within Canada and around the world <https://www.canada.ca/en/canadian-heritage/services/canada-united-nations-system.html>.

- Consistent with the Government's position and the advice from the Expert Panel on Youth Employment, the new Youth Employment Strategy, including the CSJ program, will aim to address these barriers faced by certain youth – and encourage greater participation of women in the work environment, and in certain fields that have traditionally been male-dominated (e.g., STEM, trades).

The language below will appear in the Attestation:

"On behalf of my organization I declare that:

1. I have read, understood and will comply with the Canada Summer Jobs Articles of Agreement;
2. I have all the necessary authorities, permissions and approvals to submit this application on behalf of myself and my organization;
3. The job would not be created without the financial assistance provided under a potential contribution agreement;
4. Any funding under the Canada Summer Jobs program will not be used to undermine or restrict the exercise of rights legally protected in Canada."

« Au nom de mon organisation, je déclare que :

1. j'ai lu, compris et je me conformerai aux dispositions de l'Entente d'Emplois d'été Canada;
2. je dispose des pouvoirs, autorisations et approbations nécessaires pour soumettre la demande en mon nom et au nom de l'organisme;
3. l'emploi ne serait pas créé sans l'aide financière fournie en vertu d'une entente de contribution éventuelle;
4. le financement du programme d'Emplois d'été Canada ne sera pas utilisé pour miner ou restreindre l'exercice de droits légalement protégés au Canada.»

## Option A: Ineligible Employers and Job Activities

### Ineligible Employers

- Members of the House of Commons and the Senate;
- Federal Government Departments and Agencies;
- Provincial and Territorial Departments and Agencies;
- Employers that engage in partisan political activities;
- Employers who:
  - deny access to their programs or services, contrary to applicable laws, on the basis of prohibited grounds including sex, age, religion, race, national or ethnic origin, colour, mental or physical disability, sexual orientation, or gender identity or expression;
  - discriminate on the basis of prohibited grounds including sex, age, religion, race, national or ethnic origin, colour, mental or physical disability, sexual orientation, or gender identity or expression;
  - foster intolerance, discrimination and/or prejudice; or,
  - work to undermine or restrict a woman's access to sexual and reproductive health services.

### Ineligible Job Activities

- Projects consisting of activities that take place outside of Canada;
- Activities that contribute to the provision of a personal service to the employer;
- Partisan political activities;
- Fundraising activities to cover salary costs for the youth participant
- Job activities that:
  - restrict access to programs or services, contrary to applicable laws, on the basis of prohibited grounds including sex, age, religion, race, national or ethnic origin, colour, mental or physical disability, sexual orientation, or gender identity or expression;
  - discriminate on the basis of prohibited grounds including sex, age, religion, race, national or ethnic origin, colour, mental or physical disability, sexual orientation, or gender identity or expression;
  - foster intolerance, discrimination and/or prejudice; or,
  - work to undermine or restrict a woman's access to sexual and reproductive health services.

## Option B: Ineligible Employers, Work Environments and Projects

### Ineligible Employers:

- Members of the House of Commons and the Senate;
- Federal government departments and agencies;
- Provincial and Territorial department and agencies; and
- Organizations that engage in partisan political activities.

### Ineligible Projects and Job Activities:

- Projects consisting of activities that take place outside of Canada;
- Activities that contribute to the provision of a personal service to the employer;
- Partisan political activities;
- Fundraising activities to cover salary costs for the youth participant
- Projects and job activities that occur in work environments which:
  - restrict access to programs or services, contrary to applicable laws, on the basis of prohibited grounds including sex, age, religion, race, national or ethnic origin, colour, mental or physical disability, sexual orientation, or gender identity or expression;
  - discriminate, contrary to applicable laws, on the basis of prohibited grounds including sex, age, religion, race, national or ethnic origin, colour, mental or physical disability, sexual orientation, or gender identity or expression;

## SOLICITOR CLIENT PRIVILEGE

- foster intolerance, discrimination and/or prejudice; or,
- work to undermine or restrict a woman's access to sexual and reproductive health services.

**Hébert, Stephanie S [NC]**

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**From:** Saini, Sabina S [NC]  
**Sent:** November-21-18 2:29 PM  
**To:** Wernick, Rachel R [NC]; Hébert, Stephanie S [NC]  
**Cc:** Flack, Graham G [NC]; MacLean, Leslie L [NC]; Van Houten, Leah L [NC]; Bakht, Tahiya T [NC]  
**Subject:** FW: UPDATED: CSJ eligibility language  
**Attachments:** Declaration-Ineligibility\_ Nov21PMchanges.docx

All,

Please find attached language that been approved by the Prime Minister and the Minister.

No further action required.

Many thanks,

Sabina

THIS IS EXHIBIT " V " REFERRED TO IN THE		
AFFIDAVIT OF <i>Larry Chupa</i>		
SWORN BEFORE ME THIS	<i>13th</i>	DAY
OF <i>Sept</i>	20, 19	
<i>[Signature]</i>		

**2019 Attestation (Approved by Minister Hajdu):**

1. I have read, understood and will comply with the Canada Summer Jobs Articles of Agreement;
2. I have all the necessary authorities, permissions and approvals to submit this application on behalf of myself and my organization;
3. The job would not be created without the financial assistance provided under a potential contribution agreement;
4. Any funding under the Canada Summer Jobs program will not be used to undermine or restrict the exercise of rights legally protected in Canada.

DRAFT

#### Eligibility Criteria (Option 1: Approved by Minister Hajdu)

##### Ineligible Employers:

- Members of the House of Commons and the Senate
- Federal Government Departments and Agencies
- Provincial and Territorial Departments and Agencies
- Organizations that engage in partisan political activities
- Organizations that undermine or restrict the exercise of rights legally protected in Canada.

##### Ineligible Projects and Job Activities:

- Projects consisting of activities that take place outside of Canada;
- Activities that contribute to the provision of a personal service to the employer;
- Partisan political activities;
- Fundraising activities to cover salary costs for the youth participant; or
- Projects or job activities that:
  - restrict access to programs or services, or employment, or otherwise discriminate, contrary to applicable laws, on the basis of prohibited grounds, including origin, colour, mental or physical disability, sexual orientation, or gender identity or expression;
  - discriminate contrary to applicable laws, on the basis of prohibited grounds, including sex, age, religion, race, national or ethnic origin, colour, mental or gender identity or expression;
  - foster or advocate intolerance, discrimination and/or prejudice; or
  - actively work to undermine or restrict a woman's access to sexual and reproductive health services.