

**TARGETED INITIATIVE FOR OLDER WORKERS**

**AMENDING AGREEMENT NO. 4**

**BETWEEN THE GOVERNMENT OF CANADA** (hereinafter referred to as "Canada") as represented herein by the Minister of Employment and Social Development

**AND THE GOVERNMENT OF NEWFOUNDLAND AND LABRADOR** (hereinafter called "Newfoundland and Labrador") as represented by the Minister of Advanced Education and Skills and by the Minister for Intergovernmental Affairs)

**WHEREAS** Canada and Newfoundland and Labrador signed an agreement on August 31, 2007, pursuant to Canada's Targeted Initiative for Older Workers (hereinafter referred to as the "Agreement") under which Canada agreed to provide financial support to Newfoundland and Labrador, on a cost-shared basis, towards the costs of projects that will provide unemployed older workers in vulnerable communities in Newfoundland and Labrador with programming aimed at increasing their employability, reintegrating them into employment and ensuring they remain active and productive labour market participants while their communities undergo adjustment;

**WHEREAS** Canada and Newfoundland and Labrador made certain amendments to the Agreement by an Amending Agreement entered into on March 26, 2009 (hereinafter referred to as "Amending Agreement No. 1"), an Amending Agreement entered into on June 5, 2009 (hereinafter referred to as "Amending Agreement No. 2") and an Amending Agreement entered into on March 30, 2012 (hereinafter referred to as "Amending Agreement No.3");

**AND WHEREAS** Canada and Newfoundland and Labrador wish to further amend the Agreement to

- (a) extend the period of the Agreement to March 31, 2017
- (b) provide for an increase in Canada's maximum contribution under the Agreement, and
- (c) make certain technical amendments to the Agreement;

**NOW, THEREFORE,** Canada and Newfoundland and Labrador agree to amend the Agreement, as amended by Amending Agreement No. 1, Amending Agreement No. 2 and Amending Agreement No. 3, as follows:

1. The first "**WHEREAS**" clause on page 1 of the Agreement is replaced with the following:

**“WHEREAS** older workers in communities which have ongoing high unemployment, are mainly dependent on a single employer or industry that has experienced significant downsizing and have unfulfilled employer demand and/or skills mismatches (hereinafter referred to as “vulnerable communities”) face greater barriers to re-employment than core-age members of the labour force when they lose their jobs”;

2. The definition of “Period of Agreement” in subsection 2(1)(f) of the Agreement is amended by replacing “March 31, 2014” with “March 31, 2017”.
3. Subsection 2(1)(g) is amended by deleting “Canada’s Minister of Human Resources and Skills Development” and replacing with “Canada’s Minister of Employment and Social Development”;
4. The definition of “Vulnerable Community” in paragraph 2(1)(l) of the Agreement is replaced with:

2(1)(l) “A “Vulnerable Community” means a community with a population of 250,000 or less:

- (i) with ongoing high unemployment;
- (ii) in which 20% of the labour force is dependent on a single employer or a single industry and the employer or industry has experienced significant downsizing or a closure;
- (iii) where employers are unable to fulfill their demand for workers; or,
- (iv) where the skills of workers do not match those required by the employer or industry.”

5. Section 7 of the Agreement is amended by adding subsection (3) as follows:

“(3) Newfoundland and Labrador agrees to notify Canada in writing of any changes to an Eligible Project, including changes to:

- (a) the start and end date of the Eligible Project;
- (b) the activities to be delivered by a Project Sponsor; and
- (c) the targeted number of Older Workers who are to participate in the activities.”

6. Section 9 (1) of the Agreement is deleted and replaced by the following:

(1)(a) “To assist Canada in evaluating the success of the Eligible Projects and whether the objectives of the Targeted Initiative for Older Workers are being achieved, Newfoundland and Labrador agrees to provide to Canada, with respect to each Project participant, the participant in-take and exit

information set out in Schedule C and the participant follow-up report information referred to in subsection (3.1).

(b) The parties agree that, following the signing of this Amending Agreement, an Information Sharing Agreement (ISA) will be established through an exchange of letters at the officials' level and in a manner that meets the security and privacy requirements for the protection of personal information for both parties entering into this agreement. No personal information as referred to in paragraph (a) shall be forwarded from Newfoundland and Labrador to Canada until such an agreement (ISA) has come into force. Schedule C, entitled "Participant In-Take and Exit Information" will be updated in the ISA as necessary to reflect the personal information collected.

(c) Once this ISA is in effect, Newfoundland and Labrador will provide Canada with the information referred to in Section 8 and Subsection 9 (3.1)".

7. Subsection 9(3) of the Agreement is amended by adding the words "Subject to paragraph 9(1)(c)", before the word "Newfoundland and Labrador" at the beginning of the first line.
8. Subsection 9(3.1) of the Agreement is amended by deleting the word "and" at the end of paragraph (e), deleting the period at the end of paragraph (f), and adding the following paragraphs after paragraph (f):

(g) a report to be provided by December 31, 2015, indicating

- (i) the employment status, three to six months following his/her participation, of each project participant who completed his/her participation in a project during the period beginning April 1, 2014 and ending March 31, 2015, and
- (ii) whether the participant considered that his/her participation improved his/her employability; and

(h) a report to be provided by December 31, 2016, indicating

- (i) the employment status, three to six months following his/her participation, of each project participant who completed his/her participation in a project during the period beginning April 1, 2015 and ending March 31, 2016, and
- (ii) whether the participant considered that his/her participation improved his/her employability; and

- (i) a report to be provided by December 31, 2017 indicating
- (i) the employment status, three to six months following his/her participation, of each project participant who completed his/her participation in a project during the period beginning April 1, 2016 and ending March 31, 2017 and
  - (ii) whether the participant considered that his/her participation improved his/her employability."
9. Paragraph 9(4)(d) of the Agreement is amended by replacing "*Department of Human Resources and Skills Development Act*" with "*Department of Employment and Social Development Act*"
10. Section 12 of the Agreement is amended by replacing "March 31, 2014" with "March 31, 2017".
11. Section 13 of the Agreement is amended by replacing the amount of "\$11,498,369" in paragraph (b) with "\$14,059,744".
12. Section 14 of the Agreement is amended by adding after the reference to "\$897,749 in Canada's fiscal year 2013/14" the following:
- "\$853,792 in Canada's fiscal year 2014/15,  
\$853,792 in Canada's fiscal year 2015/16, and  
\$853,792 in Canada's fiscal year 2016/17."
13. Section 17 of the Agreement is deleted and replaced by the following:
- "Newfoundland and Labrador agrees that it shall not use any funds provided to it by Canada under any of the Department of Employment and Social Development's Labour Market Programs to pay for its share of the costs of the Eligible Projects".
14. Section 18 of the Agreement is amended by adding subsection 18(4) as follows:
- (4) "By no later than January 15 of each Fiscal Year during the Period of the Agreement, Newfoundland and Labrador shall provide Canada with a statement which shall include:
- (a) total amount paid by Newfoundland and Labrador to Project Sponsors in respect of the Eligible Project Expenditures and for which Newfoundland and Labrador has submitted an expenditure claim during that Fiscal Year; and
  - (b) forecast of the amount of Eligible Costs, Newfoundland and Labrador will pay to each Project Sponsor in support of Eligible Projects for the remainder of that Fiscal Year. Such forecast may be revised up until March

1 of that Fiscal Year.”

- 15. Section 25 of the Agreement is amended by replacing “Employment Programs for EI clients and Older Workers” in the title of the addressee for Canada with “Policy LMA & Targeted Transfers” and “Employment Programs and Partnerships Directorate” and by replacing “Human Resources and Social Development Canada” with “Employment and Social Development Canada”.
- 16. The Agreement in all other respects shall remain the same.
- 17. This Amending Agreement shall be read together with Amending Agreement No.1, Amending Agreement No.2, Amending Agreement No.3 and the Agreement, and shall take effect as if its provisions were contained in the Agreement.
- 18. This Amending Agreement shall be effective when signed by all the parties.
- 19. This Amending Agreement may be executed in counterparts, each of which shall be deemed an original but both of which taken together shall constitute one and the same Amending Agreement. The exchange of copies of this Amending Agreement and of signature pages by facsimile or electronic transmission shall constitute effective execution and delivery of this Amending Agreement as to the parties and may be used in lieu of the original Amending Agreement for all purposes. Signatures of the parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes.

SIGNED on behalf of Canada

SIGNED on behalf of Newfoundland and Labrador

at .....

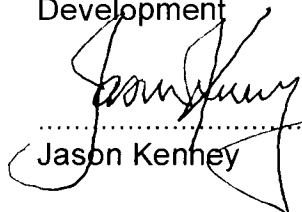
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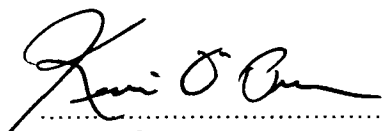
This ..... day of ....., 2014

This ..... day of ....., 2014

Minister of Employment and Social Development

Minister of Advanced Education and Skills

  
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 Jason Kenney

  
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 Kevin O'Brien

Minister of Municipal and Intergovernmental  
Affairs

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Dan Crummell