



## Licence to Engage in Foreign Worker Recruitment

*Labour Standards Code* (R.S.N.S. 1989, c. 246)

Licence No. **FWRL-133**

### **Emma Jean Flynn**

carrying on foreign worker recruitment activities as an employee of

#### **Irving Shipbuilding Inc.**

3099 Barrington Street, Halifax, Nova Scotia, B3K 5X8

This certifies that Emma Jean Flynn is licensed to recruit foreign workers for employment in Nova Scotia.

**Issuance date: June 23, 2022**

**Expiry date: June 22, 2025**

This Licence has Conditions – see attached Appendix A for the Conditions

This License cannot be transferred or assigned.

This licence is subject to cancellation or suspension at any time under section 89R of the *Labour Standards Code*.

It is illegal under the *Labour Standards Code* for any person to, directly or indirectly, charge or collect a fee from an individual for finding, or trying to find, employment for the individual or for providing the individual with information about any employer seeking employees for employment in Nova Scotia.

It is also illegal under the *Labour Standards Code* for employers to, directly or indirectly, recover, from an employee, recruitment costs incurred by the employer in recruiting the employee.

**Licensee: Emma Jean Flynn**

**License #: FWRL-133**

## **Appendix A - Licence Conditions**

For the purpose of these Licence Conditions, the term Licensee includes the individual licence holder and the incorporated business under which the individual licence holder recruits foreign workers, which in this case is Irving Shipbuilding Inc.

1. In these Licence Conditions,
  - (a) words and phrases have the same meaning as they have in the Labour Standards Code and the Labour Standards Code General Regulations (“Regulations”);
  - (b) “affiliate” means a person other than an agent, partner or employee of the Licensee, whether the person is located or operating inside or outside of Nova Scotia, who has a business relationship with the Licensee to provide services to or for the Licensee that are related to the recruitment of foreign workers;
  - (c) “agent” means a person other than an affiliate, partner or employee of the Licensee, whether the person is located or operating inside or outside of Nova Scotia, who is authorized by the Licensee to act for the Licensee on matters related to the recruitment of foreign workers;
  - (d) “partner” means a person other than an affiliate, agent or employee of the Licensee, whether the person is located or operating inside or outside of Nova Scotia, who carries on the business of recruiting foreign workers in conjunction with the Licensee, with a view to profit;
  - (e) for greater certainty, “recruitment” means recruitment for employment in Nova Scotia.
2. The Licensee must disclose to the Director the names and addresses of all of the Licensee’s affiliates, agents, partners and employees — located inside or outside of Nova Scotia — who assist the Licensee in providing foreign worker recruitment services. The Licensee must update the Director immediately if there is a material change in any of this information.
3. The Licensee must ensure that each affiliate, agent, or partner or employee of the Licensee who assists the Licensee in providing foreign worker recruitment services, complies with the Labour Standards Code and Regulations in respect of any recruitment activity, whether performed inside or outside of Nova Scotia.
4. The Licensee, and each affiliate, agent, or partner of the Licensee who provides foreign worker recruitment services, through associated or related activities or businesses carried

on by or through the Licensee and such affiliate, agent or partner, shall be treated as a single entity and shall be jointly and severally liable for any contravention of the Labour Standards Code and Regulations and any amounts found owing by the Director to a foreign worker by any of them in respect of a contravention of the Labour Standards Code or Regulations, pertaining to the recruitment of the foreign worker, regardless of whether the activities or businesses are or were carried on at the same time.

5. Licensees who are Regulated Canadian Immigration Consultants shall maintain such professional liability insurance coverage as is required pursuant to the authority of the College of Immigration and Citizenship Consultants Act (Canada). Further, upon request by the Director, the Licensee shall provide reasonable evidence of such insurance coverage.
6. (1) Any contract between the Licensee and an affiliate, agent, or partner of the Licensee for the provision of recruitment services by the affiliate, agent, or partner must
  - (a) be in writing;
  - (b) be provided to the Director within such period as the Director shall specify, upon request by the Director;
  - (c) must bind the affiliate, agent, or partner of the Licensee who assists the Licensee in providing foreign worker recruitment services, to preserve the rights and interests of any foreign worker, as if the affiliate, agent or partner were
    - i. the Licensee, and
    - ii. subject to these Licence Conditions.
- (2) Any contract between the Licensee and an employee of the Licensee for the provision of recruitment services by the employee is subject to the requirements in clause 6(1)(a) and (b).
7. (1) In addition to activities prohibited by the Labour Standards Code and Regulations, the Licensee must not do any of the following:
  - (a) in connection with the recruitment or employment of a foreign worker, knowingly use the services of a recruiter or other person who has charged a fee to the foreign worker in contravention of subsection 89B(1) or (2) of the Labour Standards Code;
  - (b) produce or distribute false or misleading information relating to recruitment services or employment for foreign workers or the laws of Nova Scotia or Canada;

- (c) misrepresent employment opportunities, including respecting a position, duties, length of employment, wages and benefits or other terms of employment;
- (d) threaten deportation or other action for which there is no lawful cause;
- (e) take action against or threaten to take action against a person for participating in an investigation or proceeding by any government or law enforcement agency or for making a complaint or inquiry to any government or law enforcement agency.

(2) If the Licensee contravenes clause (1)(a), the Licensee shall be jointly and severally liable to repay the fee charged to the foreign worker by the other recruiter or person in contravention of subsection 89B(1) or (2) of the Labour Standards Code.

8. (1) In order to provide foreign worker recruitment services to an employer, the Licensee must enter into a contract with the employer that

- (a) is in writing, and written in clear and unambiguous language;
- (b) states the services to be provided;
- (c) describes the fees and expenses to be charged to the employer and the services for each fee and expense charged;
- (d) is to be governed by and interpreted in accordance with the laws of Nova Scotia;
- (e) includes a statement that there is a prohibition against charging recruitment fees to foreign workers under Labour Standards Code;
- (f) includes the name, telephone number, mailing address and email address for the Licensee and any affiliate, agent, partner, or employee who assists the Licensee in providing foreign worker recruitment services; and
- (g) contains such terms and conditions as may be required by the Director.

(2) The contract a Licensee is required to enter into in order to provide foreign worker recruitment services to an employer under (1) must be provided to the Director upon request.

9. (1) In order to provide foreign worker recruitment services to a foreign worker, the Licensee must in writing and in clear and unambiguous language

- (a) state the services to be provided to the foreign worker;

- (b) disclose to the foreign worker that there is a prohibition against charging recruitment fees to foreign workers under Labour Standards Code;
  - (c) disclose to the foreign worker whether the licensee is receiving compensation for referring the foreign worker to another person, including a prospective employer;
  - (d) provide to the foreign worker the name, telephone number, mailing address and email address for the Licensee and any affiliate, agent, partner, or employee who assists the Licensee in providing foreign worker recruitment services; and
  - (e) provide any further information or disclosures to the foreign worker that may be required by the Director.
- (2) If a foreign worker's first language is not the same as the language used to provide the information and make the disclosures required under (1), the Licensee shall take reasonable measures to ensure that the foreign worker understands the information being provided and the disclosures being made.
- (3) The information a Licensee is required to provide and the disclosures a Licensee is required to make to a foreign worker in writing under (1) must be provided to the Director upon request.