

Department of Post-Secondary Education, Training and Labour



LETTER OF OFFER
Workplace Connections

May 7, 2021

City of Saint John
Attention: Melanie Tompkins
c/o Cashiers Office PO Box 1971
Saint John, NB
E2L 4L1

SUBJECT: Letter of Offer between the Department of Post-Secondary Education, Training and Labour (hereinafter called the "Department") and City of Saint John (hereinafter called the "Employer")

Contract Number: **00195199**
Approval Date: May 7, 2021

Dear: Melanie Tompkins

Thank you for your participation in **Workplace Connections**. The following individual has been approved for a placement with your organization:

Name	Job Title	Start Date	Number of Weeks	Hours/Week
Emily Gaunce	Articling Student	December 27, 2021	26	35

1. This offer is made pursuant to Workplace Connections administered by the Department, and therefore all relevant provisions shall apply, as well as those set out herein.
2. All pages of **the signed Letter of Offer must be returned within ten (10) days of receipt to the Workforce Consultant.**
Laura Anderson
1 Agar Pl
P.O. Box 5001
Saint John, NB
E2L 4Y9
laura.anderson2@gnb.ca
506-349-8293
3. The employer shall offer consecutive weeks of employment for the duration of the placement.
4. The Employer **must** contact the Workforce Consultant **prior to terminating an individual; or if an individual quits; or there is an extended interruption in work for any reason.**

5. Placement cannot displace a current employee in an existing position. **Note:** Displacing an employee is different from temporarily replacing someone. For this purpose, “displacing” refers to giving an employee’s position to someone else (i.e. employer cannot lay off an employee to fill position with the individual on placement). Temporarily replacing an employee means that the new employee will take on the tasks of the original employee for a specified period of time. The original employee will resume their position when they return. Acceptable examples for temporary replacement: sick leave, parental leave, extended vacation.
6. Placement will not be in contravention with provisions of any collective agreements that the employer has with unions (if applicable).
7. Individual must not be an immediate family member of the employer (spouse, children, parents, brother, sister), nor can he/she be an officer or a director of the organization or a member of their immediate families.
8. The Employer shall preserve and keep available for audit, the books, records and accounts for thirty-six (36) months after the completion of the contract and supply such statistical data as may be required by the Department.
9. The Employer shall indemnify and save harmless the Department for all claims, demands, actions and causes of action of third parties that may arise from this contract.
10. The Employer will ensure that the activities undertaken are in accordance with all Provincial and Federal Acts and Regulations.
11. The Employer shall pay the individual hired under Workplace Connections on a regular basis and not withhold wages while waiting to be reimbursed by the Department.
12. Job must not already be funded by other Federal or Provincial job creation or training programs.
13. All public announcements concerning this placement must be coordinated with the Department.

IMPORTANT FINANCIAL CONSIDERATIONS

1. The Department will reimburse at minimum wage per hour plus 11% to be applied toward the Mandatory Employment Related Costs (MERC's): Canada Pension Plan (CPP), Employment Insurance (EI) and Vacation Pay.
2. The Employer is responsible for paying WorkSafe NB premiums (if applicable).
3. **Reimbursement Process:**
 - To receive reimbursement, employers have the following frequency options:
 - Employers may submit their invoice every 4 weeks; **or**
 - Employers may submit 2 invoices: The **first** at the contract **mid point**, and the **second** at the **end of the contract**.
 - The employer can choose to use their own invoice template, or they can use the invoice template provided in the approval package. The invoice must detail the following information:
 - Name of the individual on placement
 - Pay period (i.e. start and end date being submitted for reimbursement)
 - Hours being submitted for reimbursement
 - Hourly rate being paid to the individual on placement
 - All invoices **must be signed by the employer and the individual on the placement** before the reimbursement can be processed. In order to receive final payment, the **Placement Feedback** Form must be completed and forwarded with the final invoice.
4. If an Employer has been overpaid, they will receive a letter requesting the amount owed. A cheque must be submitted to the Minister of Finance and Treasury Board for the full amount requested. After 30 days, interest will be charged on all overdue accounts at a rate of 0.85% per month (annual rate of 10.69%).
5. Your signature affirms your status is in good standing with the New Brunswick Employment Standards Branch. Furthermore, any information relating to this contract or your status with the Employment Standards Branch will be

shared, if and when necessary, with WorkingNB of the Department of Post-Secondary Education, Training and Labour in order to determine your eligibility for Workplace Connections.

Failure to adhere to the above conditions will result in immediate cancellation of this contract. Neglecting to return the completed documents, within the time indicated or any form of conditional acceptance, will render this offer null and void.

If you have any questions concerning the above, please do not hesitate to contact this office.

Employer (Print)

Workforce Consultant (Signature)

Employer (Signature)

Date (Employer)