

Live-in Caregiver Employment Contract¹

EMPLOYER N° 1

LAST NAME		FIRST NAME		SEX M <input type="checkbox"/> F <input type="checkbox"/>	
ADDRESS N°	ST.	APT.	CITY	POSTAL CODE	
TELEPHONE (HOME)		TELEPHONE (WORK)		FAX	
E-MAIL					

EMPLOYER N° 2 (if any)

Note: Employer information must be provided for each person who will contribute to wages paid to the live-in caregiver or who may be called upon to give her instructions.

LAST NAME		FIRST NAME		SEX M <input type="checkbox"/> F <input type="checkbox"/>	
ADDRESS N°	ST.	APT.	CITY	POSTAL CODE	
TELEPHONE (HOME)		TELEPHONE (WORK)		FAX	
E-MAIL					

LIVE-IN CAREGIVER (EMPLOYEE)

LAST NAME		FIRST NAME		SEX M <input type="checkbox"/> F <input type="checkbox"/>	
OTHER NAMES USED				DATE OF BIRTH YEAR / MONTH / DAY	
IF THE PERSON IS LIVING ABROAD: HOME ADDRESS ABROAD					
N°	ST.				APT.
CITY		POSTAL CODE	COUNTRY		
IF THE PERSON IS LIVING IN QUÉBEC: MAILING ADDRESS IN QUÉBEC IF DIFFERENT FROM THAT OF THE EMPLOYER					
N°	ST.	APT.	CITY	POSTAL CODE	
TELEPHONE (HOME)		TELEPHONE (OTHER)		E-MAIL	

THE PARTIES AGREE AS FOLLOWS:

CONTRACT DURATION

1. This contract shall have a duration of _____ months from the date that the EMPLOYEE assumes her functions.

WORK PERMIT

2. Both parties agree that this employment contract is conditional upon the EMPLOYEE obtaining a work permit pursuant to the *Immigration and Refugee Protection Act* and its Regulations, and her entry into Canada under the Live-in Caregiver Program.

EMPLOYEE'S PLACE OF WORK

Note : Under the Live-in Caregiver Program, only work done in Canada under a valid work permit is taken into account towards fulfillment of requirements for obtaining permanent residence. Any work done outside Canada is not counted.

3. Will the EMPLOYEE work at the EMPLOYER's residence in Canada as indicated above? Yes ☐ No ☐

If no, state where the EMPLOYEE will work (i.e., the residence in Canada of the person receiving care):

RESIDENCE ADDRESS N°	ST.	APT.	CITY	POSTAL CODE
TELEPHONE				

¹ This employment contract meets the requirements of the labour laws applicable in Québec, of the Regulation respecting the selection of foreign nationals and of the Immigration and Refugee Protection Regulations and their administrative regulations with respect to the Live-In Caregiver Program.

DESCRIPTION OF THE RESIDENCE AND ITS OCCUPANTS (EMPLOYEE'S place of work)

4. Total number of rooms: _____

5. Total number of bedrooms: _____

6. Identification of all household members (adults and minors):

LAST NAME	FIRST NAME	AGE

*If more space is required, add an annex to this contract and cross-reference.***JOB DESCRIPTION**

Note : The EMPLOYEE agrees to work as a live-in caregiver and carry out the following tasks in the home of the person requiring care.

7. Information on the person(s) requiring care:

LAST NAME	FIRST NAME	AGE	TYPE OF CARE (child, elderly, disabled)

8. Describe the duties and responsibilities involved in the care:

WORK SCHEDULE

Note : The normal work week of the live-in caregiver who resides at her employer's home is 40 hours. Hours worked beyond this period are overtime hours.

The EMPLOYER agrees to facilitate the EMPLOYEE'S access to French language classes outside normal working hours

9. The EMPLOYEE shall work _____ hours per week. She shall receive a 50 % premium over her regular wage for each hour worked beyond this period.

The work day shall begin at _____ and end at _____. If the work schedule varies from day to day, specify work hours:

10. The EMPLOYEE shall be entitled to _____ day(s) off per week, on _____.

11. The EMPLOYEE shall be entitled to _____ week(s) of paid vacation per year.

WAGES

Note : The minimum wage to which the EMPLOYEE is entitled is set by the government of Québec and the Commission des normes du travail oversees its application. No benefit having a monetary value (car, lodging, transportation, etc. provided by the EMPLOYER) may cause the EMPLOYEE to receive less than the minimum wage.

Overtime hours (more than 40 hours a week) must be paid at a rate increased by 50 % (time and a half) of the EMPLOYEE's usual wage. The EMPLOYER may, at the request of the EMPLOYEE, substitute the payment of overtime hours by time off. The duration of this time off must equal the number of overtime hours worked, raised by 50%. It must be taken within 12 months after the overtime hours were worked and at a date agreed upon by the EMPLOYER and the EMPLOYEE.

12. The EMPLOYER agrees to pay the EMPLOYEE, in consideration for her work, a wage of \$ _____ a week, or \$ _____ an hour. It shall be paid to her at intervals of _____.

13. The EMPLOYER agrees to remit all payroll deductions and taxes payable as prescribed by law (employment insurance, income tax, etc.).

OTHER CONDITIONS

Note : After a period of five consecutive hours, the EMPLOYEE shall be entitled to a 30 minute (unpaid) meal break. This break shall be paid if the EMPLOYEE is not authorized to leave her work.

14. The EMPLOYER shall grant the EMPLOYEE a rest period of at least 32 consecutive hours each week, during which time she is not required to live at the EMPLOYER's residence.
15. The EMPLOYER agrees to grant the EMPLOYEE the following fringe benefits:
If yes, check ☒
- | | | | |
|--|----------------|---|----------------|
| • Coffee break <input type="checkbox"/> | Specify: _____ | • Insurance premiums <input type="checkbox"/> | Specify: _____ |
| • Sick leave <input type="checkbox"/> | Specify: _____ | • Pension fund <input type="checkbox"/> | Specify: _____ |
| • Other Specify <input type="checkbox"/> | Specify: _____ | | |

ACCOMMODATION (EMPLOYEE'S place of work)

16. The EMPLOYER agrees to provide the EMPLOYEE, at her place of work, with meals and a clean private room that is properly heated, ventilated and furnished. These shall be provided free of charge. The door of the room shall be equipped with a lock and a safety bolt.
17. The EMPLOYER agrees to give the EMPLOYEE the key to her room (and/or the security code) free of charge.
18. The EMPLOYER must guarantee the EMPLOYEE unrestricted access to the residence and give her the key (and/or the security code).
19. The EMPLOYER agrees to provide the EMPLOYEE with:
If yes, check ☒
- ☐ Telephone ☐ Radio ☐ Private bathroom ☐ Television ☐ Other Specify: _____

TRANSPORTATION COSTS*

Note : Fill out the part that corresponds to your situation (20 or 21).

Transportation costs include the price of tickets for a live-in caregiver to travel from her country of permanent residence or current residence to her place of work in Québec by plane, train, boat or bus. If the live-in caregiver is already in Canada, the transportation costs cover the cost of travel to her new place of work. The mode of transportation chosen must be the most convenient one for the live-in caregiver in terms of travel time and expenses incurred. Transportation costs do not include hotel or meal costs or miscellaneous expenses.

20. If THE EMPLOYEE lives outside Canada:
The EMPLOYER agrees to pay all transportation costs for one-way travel from the EMPLOYEE's country of permanent residence or current residence to her place of work in Québec, specifically from _____ (country of permanent residence or current residence) to _____ (place of work in Québec) and to not recover these expenses from the EMPLOYEE.
21. If the EMPLOYEE lives in Canada:
The EMPLOYER agrees to pay all transportation costs of the EMPLOYEE from her current place of residence in Canada to the new place of work in Québec, specifically from _____ (place of residence in Canada) to _____ (new place of work in Québec) and to not recover these expenses from the EMPLOYEE.

HEALTH CARE INSURANCE*

22. The EMPLOYER agrees to provide the EMPLOYEE with health care insurance of coverage equal to that of the Régie de l'assurance maladie du Québec (RAMQ), at no cost to the EMPLOYEE, until such time as she becomes eligible for RAMQ benefits.
23. The EMPLOYER agrees to make no deduction from the EMPLOYEE's wages for this purpose.

WORKPLACE ACCIDENTS (worker's compensation)

24. The EMPLOYER agrees to register the EMPLOYEE with the Commission de la santé et de la sécurité au travail du Québec.
25. The EMPLOYER agrees to make the contributions required in order for the EMPLOYEE to benefit from the protection granted by the Act respecting industrial accidents and occupational diseases to the extent that it is provided..

RECRUITMENT FEES*

26. The EMPLOYER agrees to not recover from the EMPLOYEE, through payroll deductions or any other means, the fees paid to a third party recruiter to hire or retain the EMPLOYEE

* These provisions fall under the administrative requirements of the federal government in effect since April 1, 2010.

NOTICE OF RESIGNATION

27. An EMPLOYEE who wishes to terminate this contract shall give the EMPLOYER written notice at least one week in advance and to inform the Ministère de l'Immigration et des Communautés culturelles.

NOTICE OF TERMINATION OF EMPLOYMENT

28. The EMPLOYER must give written notice before terminating the contract of an EMPLOYEE who has completed three months of uninterrupted service with the EMPLOYER and whose employment contract is not about to expire. This notice must be given one week in advance if the EMPLOYEE has completed less than one year of uninterrupted service and two weeks in advance if she has completed between one and five years of uninterrupted service.

The EMPLOYER is obligated to abide by the standards set out in the Act respecting Labour Standards, in particular the standards with respect to how wages are paid, how overtime is calculated, meal periods, statutory holidays, annual vacation leave, family leave, benefits and recourse under this Act. Any terms of this employment contract that are less favorable than the standards stipulated in this Act are null and void.

WITNESS WHEREOF, the parties, having read and accepted all terms and conditions set forth in this contract, have duly signed in duplicate or triplicate as follows:

Signed at: _____ and at: _____

EMPLOYER N° 1

DATE

EMPLOYEE

DATE

EMPLOYER N° 2

DATE

PROTECTION OF PERSONAL INFORMATION

The personal information appearing on this form is required for processing your application for a certificate of acceptance for temporary work and the application of the *Act respecting immigration to Québec*, the *Regulation respecting the selection of foreign nationals* and their administrative regulations. This information may also be used by the Minister responsible for the application of the Act respecting immigration to Québec for the purpose of studies, statistics or program evaluation or to convey to you any information likely to have an impact on the conditions of your immigration to Québec.

Access to this information is strictly restricted to persons authorized under the provisions of the Act respecting access to documents held by public bodies and the protection of personal information (R.S.Q., c. A-2.1). You may be informed of any information concerning you held by the Minister and, where appropriate, request in writing that it be corrected. For more information, please contact the office that is processing your application.

Personal information is confidential and may not be disclosed without your consent. However, the Minister may, **without your consent**:

- convey personal information to Canadian immigration authorities and Québec public bodies when necessary for the application of a law in Québec;
- be authorized to convey personal information to these bodies if it is necessary for the exercise of their responsibilities or the implementation of a program that they manage.

RÉSERVÉ À L'ADMINISTRATION

Confirmation d'emploi	Certificat d'acceptation du Québec
<i>Demande initiale</i> <input type="checkbox"/> <i>Transfert</i> <input type="checkbox"/>	<i>Demande initiale</i> <input type="checkbox"/> <i>Transfert</i> <input type="checkbox"/>
N° dossier : _____	N° CAQ : _____
Validé par : _____	Délivré par : _____
Unité administrative : _____	Unité administrative : _____
Date : _____	Date : _____