



AGRICULTURAL STREAM OF THE PILOT PROJECT FOR OCCUPATIONS REQUIRING LOWER LEVELS OF FORMAL TRAINING (NOC C AND D)

Instruction Sheet to Accompany the Employment Contract

The purpose of an employment contract is to:

- have a written, detailed description of the job offer;
- describe the terms and conditions of employment such as the number of work hours per week, the wage rate, the vacation days and the overtime payment;
- articulate the employer and temporary foreign worker rights and responsibilities;
- help ensure that the temporary foreign worker gets fair working arrangements.

Note: The employment contract must respect provincial labour laws that set out minimum employment standards such as the minimum wage and deductions for accommodations.

Enforcing the Terms and Conditions of the Employment Contract

In accordance with its mandate under section 203 of the *Immigration and Refugee Protection Regulations* (IRPR), Human Resources and Skills Development Canada (HRSDC)/Service Canada has put in place policies that are meant to protect temporary foreign workers in the Agricultural Stream of the Pilot Project for Occupations requiring a Lower Level of Formal Training. HRSDC/Service Canada requires the signature of the employer and the temporary foreign worker on a valid employment contract that reflects program requirements. As part of its due diligence, HRSDC/Service Canada shall ensure that the employer and the temporary foreign worker have agreed to the terms and conditions of employment that are consistent with Temporary Foreign Worker Program standards and those identified in the LMO application.

It is the responsibility of the employer and the temporary foreign worker to familiarize themselves with laws that apply to them and to look after their own interests.

The Government of Canada is not a party to the employment contract. HRSDC/Service Canada has no authority to intervene in the employer-worker relationship or to enforce the terms and conditions of employment.

Should a conflict arise between the parties, the provincial Labour Board is the body responsible for assisting in resolving the issue.

Sample Employment Contract

Before applying for an LMO, the employer must fill out and sign the attached employment contract or another contract which includes all the same terms and conditions and the [guidelines for the employer \[Link to new Ag Stream Employer directives\]](#) then send it to the temporary foreign worker for signature. Additional provisions may be added as long as they do not contradict the above mentioned terms and conditions.

The employer must complete and sign the employment contract and send it to the temporary foreign worker with a copy of the LMO confirmation letter he/she received from HRSDC/Service Canada. The temporary foreign worker must sign the contract and provide both documents to Citizenship and Immigration Canada (CIC) through the Canadian mission abroad in order to get a work permit.

Third-Party Representative/Recruiter

A third-party representative/recruiter cannot be a party to the employment contract nor can they sign on behalf of the employer. The employer who is responsible for the LMO must be the person signing the employment contract.

Employment Contract

Employer Information

Legal Business Name: _____

Employer Last Name: _____

Employer First Name: _____

Business Address: _____

Business Telephone Number: _____

Business Fax Number: _____

E-mail Address (if applicable): _____

Temporary Foreign Worker Information

Last Name (as written in the passport): _____

First Name (as written in the passport): _____

Home Address: _____

Telephone Number: _____

Fax Number: _____

E-mail Address (if applicable): _____

The Parties Agree As Follows

1. Duration of Contract

1.1. This contract shall have a duration of _____ months from the date the **temporary foreign worker** assumes his/her functions.

1.2. Both parties agree that this contract is conditional upon the issuance of a valid work permit to the **temporary foreign worker** by Citizenship and Immigration Canada (CIC) pursuant to the *Immigration and Refugee Protection Regulations* (IRPR), and his/her successful entry to Canada.

2. Job Description

2.1. The **temporary foreign worker** agrees to carry out the following tasks (provide a detailed description):

3. Work Schedule

3.1. The **temporary foreign worker** shall work _____ hours per week and shall receive _____ % more than the regular wages for the hours worked over this limit, where provincial law permits. His/her workday shall begin at _____ and end at _____ or, if the schedule varies by day, specify:

3.2. The **temporary foreign worker** shall be entitled to _____ minutes of break time per day (lunch, coffee breaks, etc.).

3.3. The **temporary foreign worker** shall be entitled to _____ day(s) off per week, on _____.

3.4. The **temporary foreign worker** shall be entitled to _____ weeks or _____ days of paid vacation, where provincial law permits.

3.5. The **temporary foreign worker** shall be entitled to _____ days of sick leave per year.

4. Wages and Deductions

4.1. The **employer** agrees to pay the **temporary foreign worker**, for his/her work, a wage of \$ _____ per hour or per piece rate (applicable in British Columbia only as set out in the "Minimum Piece Rates - Hand harvested crops" published in the British Columbia Ministry of Skills Development and Labour for harvesting). These shall be paid at intervals of _____.

4.2. The **employer** agrees to pay all taxes and submit all deductions payable as prescribed by law (including, but not limited to, Employment Insurance, Canadian income tax, and Canada Pension Plan or Quebec Pension Plan premiums).

4.3. The **employer** shall not recoup from the **temporary foreign worker**, through payroll deductions or any other means, any costs incurred in recruiting or retaining the **temporary foreign worker**. This includes, but is not limited to, any amount payable to a third-party representative/recruiter.

4.4. The **employer** agrees to adjust the **temporary foreign worker's** wage, as necessary, if there is a change in the provincial minimum wage at any time during the employment.

5. Transportation Costs (choose between clauses no. 5.1 and 5.2 depending on the situation)

5.1. If the **temporary foreign worker** is outside Canada, the **employer** agrees to assume the transportation costs of the **temporary foreign worker's** round trip travel between his/her country of current residence _____ and the location of work in Canada _____. It is the **employer's** obligation and responsibility to pay for the transportation costs and they cannot be passed on to the **temporary foreign worker** (e.g. the **temporary foreign worker** must not pay for his/her transportation costs and be reimbursed by the employer at a later date). Under no circumstances are the transportation costs recovered from the **temporary foreign worker**.

Or

5.2. If the **temporary foreign worker** is already in Canada, it is the employer's obligation and responsibility to pay for the **temporary foreign worker's** transportation costs between his/her current Canadian address _____ and the **employer's** location of work in Canada _____. The employer shall also pay for one-way transportation back to the temporary foreign worker's country of permanent residence _____. It is the **employer's** obligation and responsibility to pay for the transportation costs and they cannot be passed on to the **temporary foreign worker** (e.g. the **temporary foreign worker** must not pay for his/her transportation costs and be reimbursed by the employer at a later date). Under no circumstances are the transportation costs recovered from the **temporary foreign worker**.

5.3. If there is a termination of employment and the **temporary foreign worker** is hired by a **new employer** who has a neutral or positive LMO, the **temporary foreign worker** shall release the **original employer** from the obligation of return transportation costs to his/her country of permanent residence. The **new employer** is responsible for the **temporary foreign worker's** transportation costs to the new location of work in Canada and back to the **temporary foreign worker's** country of permanent residence. The **employer** is obliged to and responsible for paying the transportation costs (e.g. the **first employer** pays incoming transportation costs and the **new employer** pays for the return transportation costs to the country of current residence).

Note: A **temporary foreign worker** who changes jobs must contact CIC to get his/her work permit modified accordingly. An **employer** who wants to hire a **temporary foreign worker** who is already in Canada must apply to HRSDC/Service Canada to obtain a new LMO.

6. Accommodations

6.1. The **employer** agrees to provide the **temporary foreign worker** with on-site or off-site accommodation. The **employer** can recoup the cost of accommodations through payroll deductions as set by HRSDC or less, depending on provincial employment standards. Briefly describe the type of accommodations to be provided to the **temporary foreign worker** (e.g. bunkhouses, apartment, off-site/on-site rental):

The accommodations must be suitable for the **temporary foreign worker** and annually inspected by a provincial, municipal or private inspector in accordance with the provisions of the policy for National Minimum Standards for Agricultural Accommodations.

The employer will recoup the cost of providing accommodations at an amount of \$ _____ per _____ (e.g. week, two-week period, month) through payroll deductions from the temporary foreign worker. At any time during employment, the temporary foreign worker may choose to leave the employer-provided housing in favour of private accommodations at no charge from the employer.

7. Health Care Insurance

7.1. The **employer** agrees to provide health care insurance at no cost to the **temporary foreign worker** until such time when the worker is eligible for the applicable province's health care insurance.

8. Workplace Safety

8.1. The **employer** agrees to register the **temporary foreign worker** under the relevant provincial government insurance plan (Workers' Compensation). The **employer** agrees not to deduct money from the wages of the **temporary foreign worker** for this purpose.

Note: In regions where enrolment in workers' compensation is not mandatory, the **employer** must provide proof of the **temporary foreign worker's** enrolment prior to applying for an LMO.

8.2. The **employer** agrees to respect the provincial health and safety standards in the workplace and will ensure that the **temporary foreign worker** handling chemicals and/or pesticides has been provided with protective clothing and equipment at no cost to the **temporary foreign worker**. He/she shall receive the appropriate formal or informal training and supervision where required by law.

9. Notice of Resignation

9.1. Should the **temporary foreign worker** wish to terminate the present contract, he/she agrees to give the **employer** a written notice at least one week in advance.

The **employer** will complete a Record of Employment (ROE) and send it to the **temporary foreign worker** within five days of the date he/she stops working. It is the **temporary foreign worker's** responsibility to provide the **employer** with the address where the ROE should be mailed.

10. Notice of Employment Termination

10.1. The **employer** must give the **temporary foreign worker** a written notice before terminating the employment contract if the **temporary foreign worker** has completed three months of uninterrupted service with the **employer** and if the contract is not about to expire. This notice shall be provided at least one week in advance.

The **employer** will complete an ROE and give it to the **temporary foreign worker** within five days of the date he/she stops working. It is the **temporary foreign worker's** responsibility to provide the **employer** with the address where the ROE should be mailed.

11. Contract Subject to Provincial Labour and Employment Legislation and Applicable Collective Agreements

11.1. The **employer** must abide by the standards set out in the relevant provincial *Labour Standards Act* and, if applicable, the terms of any collective agreement in place. He/she must abide in particular by these standards and terms with respect to how wages are paid, how overtime is calculated, meal periods, statutory holidays, annual leave, family leave, benefits and recourse. Any terms of this employment contract which are less favourable to the **temporary foreign worker** than the standards stipulated in the relevant labour standards act are null and void.

In witness whereof the parties state that they have read and accepted all the terms and conditions stipulated in the present contract.

Employer

Signed at (location): _____

Employer's name: _____

Employer's signature: _____

Date : _____

Temporary foreign worker

Signed at (location): _____

Temporary Foreign worker's name (as written in the passport): _____

Temporary Foreign worker's signature: _____

Date : _____