



AGREEMENT FOR THE EMPLOYMENT IN CANADA OF COMMONWEALTH CARIBBEAN SEASONAL AGRICULTURAL WORKERS IN BRITISH COLUMBIA- 2011

THIS AGREEMENT made on the _____ (yyyy-mm-dd)_

between _____

(called throughout "the **EMPLOYER**")

and _____

(called throughout "the **WORKER**")

and _____

having been duly authorized by the **GOVERNMENT** of _____
(hereinafter referred to as "The **GOVERNMENT**")

to act on its behalf (called throughout "the **GOVERNMENT AGENT**")

WHEREAS the **EMPLOYER**, the **GOVERNMENT**, the **GOVERNMENT OF CANADA** and the **WORKER** desire that the **WORKER** shall be beneficially employed in Canada in agricultural employment of a seasonal nature.

The **PARTIES** agree as follows:

The particulars in respect of the **WORKER** are as follows:

WORKER'S Identity Card No.: _____

WORKER'S address in Canada: _____

I SCOPE AND PERIOD OF EMPLOYMENT

The **PARTIES** agree as follows:

1. The **EMPLOYER** will employ the **WORKER** assigned to him by the **GOVERNMENT AGENT** as approved by **HUMAN RESOURCES AND SKILLS DEVELOPMENT CANADA (HRSDC)**, clearance order and the **WORKER** will serve the **EMPLOYER** at the place of employment subject to the terms and conditions herein mentioned provided, however, that such period of seasonal employment be not longer than eight (8) months nor less than 240 hours in a time of six (6) weeks or less unless **HRSDC** has agreed that an emergency situation exists, in which case the **PARTIES** agree that the minimum period of employment shall be not less than a term of 160 hours. The **EMPLOYER** shall respect the duration of the employment agreement signed with the **WORKER(S)** and their return to the country of origin by no later than December 15th with the exception of extraordinary circumstances (e.g. medical emergencies).
2. The **EMPLOYER** agrees to employ the **WORKER** assigned to him from the date the **WORKER** arrives in Canada until _____ or until the completion of the work for which he is hired or assigned which ever comes sooner.
3. The **EMPLOYER** shall give the un-named **WORKER** a trial period of fourteen actual working days from the date of his arrival at the place of employment. The **EMPLOYER** shall not discharge the **WORKER** except for misconduct or refusal to work during that trial period.
4. The **EMPLOYER** shall provide the **WORKER** and the **GOVERNMENT AGENT**, with a copy of rules and regulations of conduct, safety, discipline and care and maintenance of property as the **WORKER** may be required to observe.

II LODGING MEALS AND REST PERIODS

The **WORKER** agrees to:

1. Pay the **EMPLOYER** costs related to accommodation by way of regular payroll deduction the sum of \$4.20 per working day beginning on the first day of full employment. The total amount paid for accommodation during the **WORKER'S** stay in Canada is not to exceed \$505.00.

The **EMPLOYER** agrees to:

2. i) Provide adequate clean living accommodation to the **WORKER**. Such accommodation must meet with the annual approval of the appropriate government authority responsible for health and living conditions in the province where the **WORKER** is employed. The accommodation must also meet with the approval of the **GOVERNMENT AGENT**; or

- ii) Ensure that reasonable and suitable accommodation is affordably available for the **WORKER** in the community. If the worker's accommodation is not on the farm the employer will pay any costs for transporting the worker to the worksite.
- 3. Provide reasonable and proper meals for the **WORKER** during periods of transportation and employment, at a cost to the **WORKER** as agreed in Clause IV-2 and, where the **WORKER** elects to prepare his own meals, to furnish cooking utensils, fuel, and facilities without cost to the **WORKER**.
- 4. Provide after 5 consecutive hours of employment a meal break of at least 30 minutes and to provide two rest periods of 10 minutes duration one such period to be mid morning and the other mid afternoon.
- 5. For each six consecutive days of work, the **WORKER** will be entitled to one day of rest, but where the urgency to finish farm work can not be delayed, the **EMPLOYER** may request the **WORKER'S** consent to postpone that day until a mutually agreeable date.

III PAYMENT OF WAGES

The **EMPLOYER** agrees:

- 1. To pay the **WORKER** at his place of employment weekly wages in lawful money of Canada at a rate equal to the following, whichever is greatest:
 - i) the wage for agricultural **WORKERS** provided by law in the province in which the **WORKER** is employed; or
 - ii) the rate determined annually by **HUMAN RESOURCES AND SKILLS DEVELOPMENT CANADA** to be the prevailing wage rate for the type of agricultural work being carried out by the **WORKER** in the province in which the work will be done; or
 - iii) the rate being paid by the **EMPLOYER** to his regular seasonal work force performing the same type of agricultural work;
- 2. That the average minimum work week shall be 40 hours; and
 - i) that, if circumstances prevent fulfilment of Clause III - 2 above, the average weekly income paid to the **WORKER** over the period of employment is to be not less than an amount equal to a 40 hour week at the hourly rate for agricultural **WORKERS** provided by law in the province; and
 - ii) that where, for any reason whatsoever, no actual work is possible, the **WORKER**, shall receive a reasonable advance to cover his personal expenses.
- 3. That a recognition payment of \$4.00 per week to a maximum of \$128.00 will be paid to **WORKERS** with 5 or more consecutive years of employment with the same **EMPLOYER**, payable at the completion of the contract and not subject to the 25% remittance to the **GOVERNMENT AGENT**.
- 4. To allow **HUMAN RESOURCES AND SKILLS DEVELOPMENT CANADA** or its designate access to all information and records necessary to ensure contract compliance.

The **GOVERNMENT AGENT** and both **PARTIES** agree:

That in the event the **EMPLOYER** is unable to locate the **WORKER** because of the absence or death of the **WORKER**, the **EMPLOYER** shall pay any monies owing to the **WORKER** to the **GOVERNMENT AGENT** and the **WORKER** or **WORKER'S** lawful heirs shall have no further recourse against the **EMPLOYER** for any such monies paid to the **GOVERNMENT AGENT**.

IV DEDUCTIONS FROM WAGES

The **WORKER** agrees that the **EMPLOYER**:

- 1. Shall remit to the **GOVERNMENT AGENT** 25% of the **WORKER'S** wages for each payroll period at the time of delivering the pay sheets as required by clause (VI). The **WORKER** further understands that pursuant to the supplementary agreement between the **WORKER** and his/her government that a specified percentage of the 25% remittance to the **GOVERNMENT AGENT** shall be retained by the **GOVERNMENT** to defray administrative costs associated with the delivery of the program.
- 2. May deduct from the **WORKER'S** wages, a sum not to exceed \$7.00 per day for the cost of meals provided to the **WORKER**.
- 3. Will make deductions from the wages payable to the **WORKER** only for the following:
 - i) those **EMPLOYER** deductions required to be made under law;
 - ii) all other deductions as required pursuant to this agreement.

V INSURANCE FOR OCCUPATIONAL & NON-OCCUPATIONAL INJURY AND DISEASE

The EMPLOYER agrees:

1. To comply with all laws, regulations and by-laws respecting conditions set by competent authority and, in addition, in the absence of any laws providing for payment of compensation to **WORKERS** for personal injuries received or disease contracted as a result of the employment, shall obtain insurance acceptable to the **GOVERNMENT AGENT** to provide for such compensation to the **WORKER**.
2. To report to the **GOVERNMENT AGENT** within 48 hours, all injuries sustained by the **WORKER** which require medical attention.

VI MAINTENANCE OF WORK RECORDS AND STATEMENT OF EARNINGS

The EMPLOYER agrees to:

1. Complete and deliver to the **GOVERNMENT AGENT** within seven days of the completion of each payroll period, copies of pay sheets indicating all the deductions in respect of the **WORKER'S** wages.
2. Provide to the **WORKER** a clear statement of earnings and deductions with each pay.

VII TRAVEL AND RECEPTION ARRANGEMENTS

The EMPLOYER agrees to:

1. Pay to the appointed travel agent the cost of two-way air transportation of the **WORKER**, as between Kingston, Jamaica, and Canada by the most economical means as expressed in the Memorandum of Understanding.

The **EMPLOYER** is responsible for the cost two-way airfare for the **WORKER**, regardless of any early termination of the contract, whether by **EMPLOYER** or **WORKER**, and for any reason except for as required under Clause **X PREMATURE REPATRIATION**.

Notwithstanding the foregoing, where the **WORKER** becomes a transfer worker, the transfer employer is responsible for the return airfare of the **WORKER**.

2. Make arrangements to meet or have his agent meet and transport the **WORKER** from his point of arrival in Canada to his place of employment and, upon termination of his employment to transport the **WORKER** to his place of departure from Canada, and all such transportation will be with the prior knowledge and consent of the **GOVERNMENT AGENT**.

The PARTIES agree:

3. That the **EMPLOYER**, on behalf of the **WORKER**, will advance the Work Permit Fees and will be reimbursed by the **GOVERNMENT AGENT** 30 days after the **WORKER'S** arrival in Canada provided the **EMPLOYER** submits payrolls.
4. In the event that at the time of flight departure a named **WORKER** is unavailable to travel the **EMPLOYER** agrees to accept a substitute **WORKER** and the Supply Country shall maintain an adequate supply of pool **WORKERS** to assure that there shall be a **WORKER** on that departing flight.

VIII OBLIGATIONS OF THE EMPLOYER

The EMPLOYER agrees:

1. That the **WORKER** shall not be moved to another area or place of employment or transferred or loaned to another **EMPLOYER** without the consent of the **WORKER** and the prior approval in writing of **HUMAN RESOURCES AND SKILLS DEVELOPMENT CANADA** and the **GOVERNMENT AGENT**.

The EMPLOYER agrees and acknowledges:

2. That the **WORKERS** approved under the Seasonal Agricultural Worker Program are authorized by their work permit only to perform agricultural labour for the **EMPLOYER** to whom they are assigned.
3. That any person who knowingly induces or aids a foreign **WORKER**, without the authorization of **HUMAN RESOURCES AND SKILLS DEVELOPMENT CANADA**, to perform work for another person or to perform non-agricultural work, is liable on conviction to a penalty up to \$50,000 or two years imprisonment or both. Immigration Act and Refugee Protection Act S. 124(1) and 125.
4. That if it is determined by the **GOVERNMENT AGENT**, after consultation with **HUMAN RESOURCES AND SKILLS DEVELOPMENT CANADA**, that the **EMPLOYER** has not satisfied his obligations under this agreement, the agreement will be rescinded by the **GOVERNMENT AGENT** on behalf of the **WORKER**, and if alternative agricultural employment cannot be arranged through **HUMAN RESOURCES AND SKILLS DEVELOPMENT CANADA** for the **WORKER** in that area of Canada, the **EMPLOYER** shall be responsible for

the full costs of repatriation of **WORKER** as between Kingston, Jamaica and Canada; and if the term of employment as specified in Clause I - 1., is not completed and employment is terminated under Clause VIII - 4., the **WORKER** shall receive from the **EMPLOYER** a payment to ensure that the total wages paid to the **WORKER** is not less than that which the **WORKER** would have received if the minimum period of employment had been completed.

5. That **WORKERS** handling chemicals and/or pesticides are to be provided with protective clothing at no cost to the **WORKER**, receive appropriate formal and informal training and supervision where required by law.
6. That according to the approved guidelines in the province where the worker is employed the **EMPLOYER** shall take the **WORKER** to obtain health coverage in a timely manner, according to the provincial regulations.

IX OBLIGATIONS OF THE WORKER

The **WORKER** agrees:

1. To proceed to the place of employment as aforesaid in Canada when and how the **GOVERNMENT AGENT** shall approve.
2. To work and reside at the place of employment or at such other place as the **EMPLOYER**, with the approval of the **GOVERNMENT AGENT**, may require.
3. To work at all times during the term of employment under the supervision and direction of the **EMPLOYER** and to perform the duties of the job requested of him efficiently.
4. To obey and comply with all rules set down by the **EMPLOYER** and approved by the **GOVERNMENT AGENT** relating to the safety, discipline, and the care and maintenance of property.
5. That he shall maintain living quarters furnished to him by the **EMPLOYER** or his agent in the same state of cleanliness in which he received them.
6. That he shall not work for any other person without the approval of **HUMAN RESOURCES AND SKILLS DEVELOPMENT CANADA**, the **GOVERNMENT AGENT** and the **EMPLOYER**; and
7. To return promptly to the place of recruitment upon completion of the authorized work period.

X PREMATURE REPATRIATION

The **PARTIES** agree:

1. That if the **WORKER** has to be repatriated due to medical reasons, which are verified by a Canadian doctor, the **EMPLOYER** shall pay the cost of reasonable transportation and subsistence expenses, except in instances where repatriation is necessary due to a physical or medical condition that was present prior to the **WORKER'S** departure in which case the Government of the worker's source country will pay the full cost of repatriation.
2. That if it is determined by the **GOVERNMENT AGENT**, after consultation with **HUMAN RESOURCES AND SKILLS DEVELOPMENT CANADA**, that the **EMPLOYER** has not satisfied his obligations under this agreement, the agreement will be rescinded by the **GOVERNMENT AGENT** on behalf of the **WORKER**, and if alternative agricultural employment cannot be arranged through **HUMAN RESOURCES AND SKILLS DEVELOPMENT CANADA** for the **WORKER** in that area of Canada, the **EMPLOYER** shall be responsible for the full costs of repatriation of **WORKER** to Kingston, Jamaica; and if the term of employment as specified in Clause I - 2, is not completed and employment is terminated under Clause X - 2., the **WORKER** shall receive from the **EMPLOYER** a payment to ensure that the total wages paid to the **WORKER** is not less than that which the **WORKER** would have received if the minimum period of employment had been completed.
3. That if a transferred **WORKER** is not suitable to perform the duties assigned by the receiving **EMPLOYER** within the seven days trial period, the **EMPLOYER** shall return the **WORKER** to the previous **EMPLOYER** and that **EMPLOYER** will be responsible for the repatriation cost of the **WORKER**.

XI FINANCIAL UNDERTAKINGS

The **PARTIES** further agree:

1. That any bona fide debt to the **EMPLOYER** voluntarily incurred by the **WORKER** in respect of any matter incidental or relating to his employment hereunder shall be repaid by him to the **EMPLOYER**.
2. For the purpose of securing the recovery of any amount payable by the **WORKER** under this contract, the **GOVERNMENT** shall be entitled to set aside all monies remitted to the **GOVERNMENT AGENT** under this Agreement until an amount representing the cash equivalent of \$200.00 (Canadian currency) has been accumulated, and to retain such amount during the period in which the **WORKER** is employed in Canada and for a period not exceeding six months after the date of his repatriation. Subject to any order of a court of competent jurisdiction and to bankruptcy notice under any law relating to bankruptcy, the **GOVERNMENT** shall apply such amount to the payment of any sum not exceeding the cash equivalent of \$200.00 (Canadian

currency) as may be properly payable to the **EMPLOYER** or to the **GOVERNMENT** in respect of any matters referred to in this Agreement upon demand being made for payment thereof.

3. That any expenditure incurred by the **GOVERNMENT AGENT** in repatriating the **WORKER** by reason of his employment being terminated under this Agreement shall be repaid by the **WORKER** to the **GOVERNMENT**.

XII GOVERNING LAWS

1. All provisions of this Agreement affecting the obligations created:
 - i) between the **WORKER**, the **EMPLOYER** and **HUMAN RESOURCES AND SKILLS DEVELOPMENT CANADA** or the **GOVERNMENT AGENT**, the **EMPLOYER** and **HUMAN RESOURCES AND SKILLS DEVELOPMENT CANADA** shall be governed by the laws of Canada, and of the province in which the **WORKER** is employed; and
 - ii) between the **WORKER** and the **GOVERNMENT**, shall be governed by the laws of the sending country;
2. The French and English versions of this contract have equal force.

III MISCELLANEOUS

1. If the **WORKER** dies during the period of employment, the **EMPLOYER** shall notify the **GOVERNMENT AGENT** and upon receipt of instructions from the **GOVERNMENT AGENT** either, provide standard burial or alternatively make a contribution towards the body's repatriation in the amount equal to what the burial cost would have been.
2. The **WORKER** agrees that the following personal information held by the Federal government of Canada and the government of the Province in which the work is performed may be released to the **GOVERNMENT AGENT**, the **WORKER'S EMPLOYER**, or to the **WESTERN AGRICULTURE LABOUR INITIATIVE (WALI)**.
 - i) information held under the Employment Insurance Act, (including the **WORKER'S** Social Insurance Number); and
 - ii) any health insurance number, social service or accident compensation related information, including any unique alpha-numerical identifier used by any province.
3. In the event of a fire, the **EMPLOYER**, the **GOVERNMENT AGENT** and the **WORKER**, will bear the replacement cost of the worker's personal property up to a maximum of \$650.00 each.
4. This contract may be executed in any number of counterparts, in the language of the signatory's choice, with the same effect as if all **PARTIES** signed the same document. All counterparts shall be construed together and shall constitute one and the same contract.
5. The **PARTIES** agree that no term or condition of this agreement shall be superseded, suspended, modified or otherwise amended, in any way, without the express written permission of the **GOVERNMENT OF CANADA**, the **GOVERNMENT AGENT**, the **EMPLOYER** and the **WORKER**.

In witness whereof the PARTIES state they have either read or had explained to them and agreed with all the terms and conditions stipulated in the present contract.

DATE: _____

NAME OF EMPLOYER: _____

ADDRESS: _____

CORPORATE NAME: _____

ACCOUNT NUMBER FOR "WORKER'S COMPENSATION BOARD OF BC" : _____

TELEPHONE: _____ FAX NO.: _____

PLACE OF EMPLOYMENT OF WORKER
(IF DIFFERENT FROM ABOVE): _____

EMPLOYER'S SIGNATURE: _____

WITNESS: _____

NAME OF WORKER: _____

WORKER'S SIGNATURE: _____

WITNESS: _____

GOVERNMENT AGENT'S SIGNATURE: _____

To enhance readability, the masculine gender is used to refer to both men and women.