

INSTRUCTION SHEET TO ACCOMPANY EMPLOYMENT CONTRACT

The employer and employee need to understand clearly the terms and conditions of employment.

The objective of setting out the relationship in a contract is to get the fairest working arrangement possible. A contract can help to avoid future problems by protecting the parties' rights and providing a clear statement of their obligations. A contract is a written, detailed job description that also describes the terms and conditions of employment, usually including the maximum number of hours of work per week and the wage rate for those hours of work. Nothing in the contract should violate provincial labour laws which establish minimum employment standards such as the minimum wage.

The Government of Canada is not a party to the contract. Human Resources and Social Development Canada (HRSDC)/Service Canada (SC) has no authority to intervene in the employer/employee relationship or to enforce the terms and conditions of employment. It is the responsibility of each party to the contract to know the laws that apply to them and to look after their own interests.

This contract will assist HRSDC/SC officers in forming their labour market opinion, pursuant to their role under the *Immigration Regulations*.

Procedure

The Employer must sign an Employment contract prior to initiating the HRSDC confirmation process. A sample contract has been attached. Employers may elect to supply their own contracts, the terms of which must include all the provisions outlined in the policy guidelines and sample contract. Any additional provisions in the Employer's contract must not conflict with the provisions in the sample contract or the policy guidelines.

Once the Employee has been selected, the Employer must forward him/her a copy of the contract. The Employee then signs the contract and present it with other required documents at the mission abroad.

Please note that the Employer, and not a third-party recruiter, must be a party to, and signatory of, the Employment contract. Third-party recruiters are not to serve as signatories, either on the Employer's behalf, or otherwise. Any agreement respecting employment validations between HRSDC and the Employer is contingent on the Employer being a party to this contract.

EMPLOYMENT CONTRACT

The Employer: _____

Business Name (if a Business, provide key business contact under Last name/First name):

Last Name : _____ First Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

The Employee: _____

Last Name: _____ First Name: _____

Home Address: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

The PARTIES agree as follows:

DURATION OF CONTRACT

1. This contract shall have a duration of _____ months from the date THE EMPLOYEE assumes his/her functions. (the "TERM OF EMPLOYMENT")
2. Both parties agree that this contract is conditional upon THE EMPLOYEE obtaining a valid work permit pursuant to the *Immigration Regulations*, and his/her successful entry to Canada.

JOB DESCRIPTION

3. THE EMPLOYEE agrees to carry out the following tasks: (Describe tasks in detail).

—

—

—

—

WORK SCHEDULE

4. THE EMPLOYEE shall work _____ hours per week. He/she shall receive _____ % more than the regular wages for any hours worked over this limit. His/her workday shall begin at _____ and end at _____, or, if the schedule varies by day, specify: _____.
5. THE EMPLOYEE shall be entitled to _____ minutes per day of break time (lunch, coffee breaks etc.....)

6. THE EMPLOYEE shall be entitled to _____ day(s) off per week, on _____.
7. THE EMPLOYEE shall be entitled to _____ weeks of paid vacation.
8. THE EMPLOYEE shall be entitled to _____ days of sick leave per year.

WAGES AND DEDUCTIONS

9. **THE EMPLOYER agrees to pay THE EMPLOYEE, for his/her work, wages of \$_____ per week, or \$_____ per hour. These shall be paid at intervals of _____.**
10. **THE EMPLOYER agrees to pay all taxes and submit all deductions payable as prescribed by law (including, but not limited to employment insurance, income tax, Canada Pension plan or Quebec Pension Plan).**
11. **THE EMPLOYER shall not recoup from the EMPLOYEE, through payroll deductions or any other means, any costs incurred in recruiting or retaining the EMPLOYEE. These include, but are not limited to, any amounts payable to a third-party recruiter.**

REVIEWING WAGE

12. **If applicable, the EMPLOYER agrees to review and adjust (if necessary) the EMPLOYEE'S wages after 12 months of employment, to ensure they meet the prevailing wage rate for the occupation in the region.**

TRAVEL EXPENSES

13. **THE EMPLOYER agrees to assume the cost of two-way air transportation for THE EMPLOYEE between the EMPLOYEE'S country of residence and the place of work, i.e. _____ (specify the country of residence and the place of work). These costs are not recoverable by the employer.**

ACCOMMODATION

14. THE EMPLOYER agrees to ensure that reasonable and proper accommodation is available for the EMPLOYEE, and shall provide the EMPLOYEE with suitable accommodation, if necessary. If accommodation is provided, the employer shall recoup costs as outlined below. Such costs shall not be more than is reasonable for accommodations of that type in the employment location.

THE EMPLOYER _____ will / _____ will not provide the EMPLOYEE with accommodation. (Mark X beside appropriate box)

If yes, THE EMPLOYER will recoup costs at an amount of \$_____ per _____ (month, 2 week period etc...) through payroll deductions.

HOSPITAL AND MEDICAL CARE INSURANCE

15. THE EMPLOYER agrees to provide health insurance at no cost to the foreign worker until such time as the worker is eligible for applicable provincial health insurance.

WORKPLACE SAFETY INSURANCE (Worker's Compensation)

16. THE EMPLOYER agrees to register THE EMPLOYEE under the relevant provincial government insurance plan. THE EMPLOYER agrees not to deduct money from THE EMPLOYEE'S wages for this purpose.

NOTICE OF RESIGNATION

17. Should he/she wish to terminate the present contract, THE EMPLOYEE agrees to give THE EMPLOYER written notice thereof at least one week in advance.

NOTICE OF TERMINATION OF EMPLOYMENT

18. THE EMPLOYER must give written notice before terminating the contract of THE EMPLOYEE if this employee has completed 3 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.

CONTRACT SUBJECT TO PROVINCIAL LABOUR AND EMPLOYMENT LEGISLATION AND APPLICABLE COLLECTIVE AGREEMENTS

19. THE EMPLOYER is obliged to abide by the standards set out in the relevant provincial labour standards act and, if applicable, the terms of any collective agreement in place. In particular, THE EMPLOYER must abide by the standards with respect to how wages are paid, how overtime is calculated, meal periods, statutory holidays, annual leave, family leave, benefits and recourse under the terms of the Act and, if relevant, collective agreement. Any terms of this contract of employment less favourable to THE EMPLOYEE than the standards stipulated in the relevant labour standards act is 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.

Signed at: _____ and at: _____

The Employer

The Employee

Date

Date