



SCHEDULE I

Temporary Foreign Worker Program

IN-HOME CAREGIVER EMPLOYER/EMPLOYEE CONTRACT

Personal Information Collection Statement

The information you provide on this form is collected by Employment and Social Development Canada (ESDC) under the authority of the *Immigration and Refugee Protection Act (IRPA)* and *Immigration and Refugee Protection Regulations (IRPR)*, for the purpose of providing a Labour Market Impact Assessment (LMIA) in accordance with these statutes. Completion is voluntary; however, failure to complete this form will result in your LMIA application not being processed.

The information you provide may be shared with Citizenship and Immigration Canada (CIC) for the administration and enforcement of the IRPA and IRPR as permitted by the *Department of Employment and Social Development Act (DESD Act)*, and may be accessed by the Canada Border Services Agency (CBSA) for the purpose of issuing work permits at Ports of Entry. ESDC may also provide information to CBSA in order for that agency to investigate and enforce the IRPA and IRPR in relation to an LMIA.

The information may also be shared with provincial/territorial governments for the purpose of administration and enforcement of provincial/territorial legislation, including employment standards and occupational health and safety legislation, as permitted by the DESD Act. The information may also be used by ESDC for inspections, policy analysis, research and evaluation in relation to the entry and hiring of TFWs to Canada or the IRPA.

The information you provide is administered under Part 4 of the DESD Act and the *Privacy Act*. You have the right to access and request correction of your personal information, which is described in Personal Information Bank PPU 440 and PPU 171 of Info Source. Instructions for making formal requests are outlined in the Info Source publication available online at infosource.gc.ca.

All information and clauses set out in this employment contract template must be addressed if applicable in all Caregiver Employer/Employee contracts to enable ESDC/CIC to assess whether the employment is likely to have a neutral or positive effect on the labour market in Canada.

EMPLOYER #1

Last name: _____ Given name(s): _____

Relationship with the person(s) receiving care: _____

Street address: _____

City: _____ Province/Territory: _____

Postal Code: _____ Telephone (home): _____ Telephone (work): _____

Email: _____

EMPLOYER #2 (if applicable)

EMPLOYER information must be provided for each person who will contribute to wages paid to the EMPLOYEE or will provide instruction to the EMPLOYEE.

Last name: _____ Given name(s): _____

Relationship with the person(s) receiving care: _____

Street address: _____

City: _____ Province/Territory: _____

Postal Code: _____ Telephone (home): _____ Telephone (work): _____

Email: _____

EMPLOYEE - Job Offer of Employment - Caregiver

Note: provide employee's current address, i.e. address abroad if foreign worker is still living abroad or in-Canada address.

Last name: _____ Given name(s): _____

Date of birth (YYYY/MM/DD): _____ Street address: _____
 City: _____ Province/Territory: _____
 Country: _____ Postal Code: _____
 Telephone (home): _____ Telephone (work): _____
 Email: _____

1. EMPLOYEE'S PLACE OF WORK

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

If no, provide the details of where the EMPLOYEE will work:

Street address: _____
 City: _____ Province/Territory: _____
 Postal Code: _____ Telephone (home): _____ Telephone (work): _____
 Email: _____

Description of the house and the household where care will be provided

Total number of rooms: _____ Total number of bedrooms: _____

Details of all household members (ALL adults and minors residing in the house):

| Surname | Given name(s) | Age |
|---------|---------------|-----|
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |

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

The PARTIES agree as follows:

2. Duration of contract

This contract shall have a duration of _____ months from the date the EMPLOYEE assumes his/her functions.
 Anticipated start date _____

3. Work permit

Both parties agree that this contract is conditional upon the EMPLOYEE obtaining a valid work permit pursuant to the *Immigration and Refugee Protection Act* and its Regulations, and his/her successful entry into Canada.

3. Work permit

Both parties agree that this contract is conditional upon the EMPLOYEE obtaining a valid work permit pursuant to the *Immigration and Refugee Protection Act* and its Regulations, and his/her successful entry into Canada.

4. Job description

The EMPLOYEE agrees to provide services as a caregiver in the home of the person requiring care.

Details of person(s) requiring care:

| Last Name | Given name | Age | Type of care (child, elderly person or a person with a disability, chronic or terminal illness) |
|-----------|------------|-----|--|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |

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

(Describe care responsibilities/duties (specify if there will be meal preparation, shopping, driving, housekeeping, pet care, etc.):

5. Work schedule and wages

The parties agree to abide by provincial/territorial labour/employment standards regarding wages and leave.

1. The EMPLOYEE shall work _____ hours per week.
2. The EMPLOYEE's workday shall begin at _____ and end at _____, or if the schedule varies by day, specify work hours:

3. The EMPLOYEE shall be entitled to _____ minutes for each paid or unpaid meal break.
4. The EMPLOYEE shall be entitled to _____ number of paid or unpaid health breaks of _____ minutes.
5. The EMPLOYEE shall be entitled to _____ day(s) off per week, on _____.
6. The EMPLOYEE shall be entitled to _____ days of paid vacation per year. The schedule shall be confirmed by the EMPLOYER and the EMPLOYEE at least _____ weeks in advance of the proposed date.
7. The EMPLOYEE shall be entitled to _____ days of paid or unpaid sick leave per year.
8. The EMPLOYEE shall be entitled to all applicable provincial, territorial and national statutory and public holidays with pay.

9. The EMPLOYER agrees to pay the EMPLOYEE for his/her work by cheque or alternate means if mutually agreed and with documentation and receipts, the gross wages before deductions in the amount of:

\$ _____ per hour worked. Equivalent to \$ _____ per week.

10. The EMPLOYER agrees to pay the wages on the following basis:

weekly bi-weekly monthly.

11. The EMPLOYER agrees to pay the EMPLOYEE for the overtime hours of _____ (e.g. 1.5 X regular rate) after _____ (e.g. after 44 hours a week).

12. The EMPLOYER agrees to review and adjust the EMPLOYEE's wages at least once a year to ensure they meet or exceed the prevailing wage rate for the occupation in the region where the EMPLOYEE shall be employed.

13. The EMPLOYER and EMPLOYEE will indicate wage increases by amending no. 9 of this section of the contract in writing, and with all EMPLOYER and EMPLOYEE signatures and the date of the amendment.

14. The EMPLOYER agrees to pay 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).

Note:

Employers are reminded that overtime hourly rates may vary, for example, depending on the day of the week or for national statutory or public holidays.

6. Recruitment Fees

The EMPLOYER shall not recoup from the EMPLOYEE, through payroll deductions or any other means, the fees they have paid to a third party recruiter or recruitment agency, or their authorized representative(s) for services related to hiring and retaining the EMPLOYEE.

Note:

Should the EMPLOYER'S third party recruiter or recruitment agency, or their authorized representative(s) charge the EMPLOYEE for any recruitment fees, the EMPLOYER must reimburse the EMPLOYEE in full for any such costs disclosed with proof by the EMPLOYEE.

7. Accommodation

In the case the EMPLOYEE does not reside in the EMPLOYER's home, the EMPLOYER agrees to ensure that affordable and suitable accommodation is available for the EMPLOYEE (applies to low-wage positions only).

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

1. In the case where the EMPLOYEE resides in the EMPLOYER's home the EMPLOYER agrees to provide the EMPLOYEE with meals, where applicable, and an adequate, properly heated and ventilated room **AT NO COST**. The door of the room shall be equipped with a lock and a safety bolt from within the room and the EMPLOYEE will be provided with the corresponding key.

2. The EMPLOYER shall provide the EMPLOYEE with independent access to the residence (for example, house keys, security code) where the EMPLOYEE resides.

3. The EMPLOYER agrees to provide the employee with (check if applicable):

- Private Bathroom
- Telephone access (no charge) except for long-distance calls if applicable
- Radio (in his/her room)
- Television (in his/her room)
- Internet access (no charge)
- Other, specify: _____

Description of EMPLOYEE's room and furnishings:

8. Transportation costs - THIS SECTION IS NOT APPLICABLE TO HIGH-WAGE POSITIONS

Use the appropriate clause according to the situation. Strike out the clause which does not apply.

1. In the situation where the caregiver resides abroad:

The EMPLOYER agrees to pay the EMPLOYEE's transportation costs for the round trip travel from his/her country of permanent residence or of current residence to the place of work in Canada, namely from

_____ to _____
(country of permanent residence or of current residence) (place 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 foreign worker (for example, the EMPLOYEE must not pay the transportation on behalf of the employer to be reimbursed at a later date). Under no circumstances are transportation costs recoverable from the EMPLOYEE.

OR

2. In the situation where the caregiver resides in Canada:

If the EMPLOYEE is currently in Canada, the EMPLOYER agrees to pay the costs of transporting the EMPLOYEE from his/her current Canadian address to the new place of work in Canada, namely from

_____ and _____
(current Canadian address) (new place of work in Canada).

The EMPLOYER also agrees to pay for the return transportation cost of the EMPLOYEE to his/her country of permanent residence. It is the EMPLOYER's obligation and responsibility to pay for the transportation cost and it cannot be passed on to the foreign worker (for example, the EMPLOYEE must not pay the transportation on behalf of the employer to be reimbursed at a later date). Under no circumstances are transportation costs recoverable from the EMPLOYEE.

Note:

Transportation costs include the purchase of tickets for a caregiver to travel by plane, train, boat or bus from his/her country of permanent residence or of current residence to the location of work in Canada. If caregiver is already in Canada, transportation costs include the worker's travel to the new location of work. The mode of transportation must have the least negative impact on the caregiver in terms of travel time, expenses and inconvenience. Travel costs do not include for example, hotels, meals and miscellaneous expenses during the worker's travel to Canada or the new place of work in Canada.

3. If there is a termination of the employer-employee relationship and the EMPLOYEE is hired by a NEW EMPLOYER who has a neutral or positive Labour Market Impact Assessment (LMIA) under the Stream for Low-wage Positions, the EMPLOYEE shall release the ORIGINAL EMPLOYER with the obligation of his/her return transportation cost to his/her country of permanent residence. The NEW EMPLOYER is responsible for the EMPLOYEE's transportation costs to the new location of work in Canada and back to the EMPLOYEE 's country of permanent residence. The EMPLOYER is obliged to and responsible for paying the transportation costs (i.e. the ORIGINAL EMPLOYER pays incoming transportation costs and the NEW EMPLOYER pays for the return transportation costs to the country of permanent residence). These costs cannot be passed on to the EMPLOYEE (i.e. EMPLOYEE pays for his/her own transportation on behalf of the EMPLOYER and is reimbursed at a later date). Under no circumstances are transportation costs recoverable from foreign workers.

Note:

Temporary foreign workers who change jobs must ensure that their work permits are modified accordingly and EMPLOYERS who hire temporary foreign workers already in Canada must apply to ESDC/Service Canada for an LMIA and obtain a neutral or positive opinion.

9. Health care insurance - THIS SECTION IS NOT APPLICABLE TO HIGH-WAGE POSITIONS

1. The EMPLOYER agrees to provide health care insurance of similar coverage to that of the public provincial/territorial health insurance plan at no cost to the EMPLOYEE until such time as the EMPLOYEE is eligible for applicable provincial/territorial health insurance.
2. The employer agrees not to deduct money from the EMPLOYEE's wages for this purpose.

10. Workplace safety insurance

1. The EMPLOYER agrees to register the EMPLOYEE under the appropriate provincial/territorial government worker's compensation/workplace safety insurance plan where required by law, or purchase on-the-job-injury or illness insurance that provides the TFW(s) with the same or better coverage as that offered by the applicable provincial/territorial plan.
2. The EMPLOYER agrees not to deduct money from the EMPLOYEE's wages for this purpose.

11. Notice of resignation

Should he/she wish to terminate the present contract, the EMPLOYEE agrees to give the EMPLOYER written notice thereof at least _____ weeks in advance. The parties agree to abide by provincial/territorial labour/employment standards regarding written notice of resignation.

(It is recommended that a copy of the relevant portions of provincial/territorial labour standards be attached as an appendix.)

12. Notice of termination of employment

The EMPLOYER must give written notice before terminating the contract of the EMPLOYEE. This notice shall be given at least _____ weeks in advance. The parties agree to abide by provincial/territorial labour/employment standards regarding written notice of termination of employment.

(It is recommended that a copy of the relevant portions of provincial/territorial labour standards be attached as an appendix.)

SIGNATURE OF ALL EMPLOYERS

I have read and accepted all the terms and conditions stipulated in the present contract.

I declare that the information I have given in this employment contract is truthful, complete and correct and that I will abide by the terms and conditions outlined therein.

I will abide by the employment and labour standards in the province/territory where the EMPLOYEE resides.

I will provide a Record of Employment on termination of employment.

I agree to maintain complete records of employment, including any additional or overtime hours worked and to provide the employee with accurate records reflecting their employment, salary and allowable deductions on their behalf.

EMPLOYER #1:

Given name (print): _____ Surname (print): _____

EMPLOYER'S Signature: _____ Date (YYYY/MM/DD): _____

EMPLOYER #2 (if applicable):

Given name (print): _____ Surname (print): _____

EMPLOYER #2 Signature: _____ Date (YYYY/MM/DD): _____

Add above information and signature of all EMPLOYERS listed on this employment contract.

SIGNATURE OF EMPLOYEE

I have read and accepted all the terms and conditions stipulated in the present contract.

I declare that the information I have given in this employment contract is truthful, complete and correct and I will abide by the terms and conditions outlined therein.

I will abide by the terms and conditions of this employment contract and the employment and labour standards in my province/territory of residence.

Given name (print): _____ Surname (print): _____

EMPLOYEE'S Signature: _____ Date (YYYY/MM/DD): _____