



TEMPORARY FOREIGN WORKER PROGRAM

Employment Agreement for the Primary Agriculture: Seasonal Agricultural Worker Program (SAWP)

Disclaimer:

Per section 203(1)(g) of the [Immigration and Refugee Protection Regulations](#) (IRPR), an employer is required to conclude an employment agreement with each worker they employ. The employment agreement must provide for employment in the same occupation and the same wages and working conditions as those set out in the offer of employment. The employment agreement must be drafted in the foreign national's chosen official language of Canada and be signed by both the employer and the foreign national. A copy must be provided to the foreign national on or before the first day of work that is during the period of employment for which the work permit is issued to them.

For the Temporary Foreign Worker Program, the offer of employment is the same as the Labour Market Impact Assessment application for which a positive decision was issued.

This employment agreement is not meant to replace or supersede the "CONTRACT FOR THE EMPLOYMENT IN CANADA OF SEASONAL AGRICULTURAL WORKERS". For reference purpose only, a [Spanish version of the employment agreement](#) is available online.

This employment agreement is not meant to be and should not be used to meet any provincial or territorial requirement for an employment agreement. Employers are, however, required to comply with all applicable provincial or territorial legislation, including but not limited to all applicable labour and employment laws. Please consult your provincial or territorial authority for details.

The Government of Canada is not a party to this employment agreement. A third-party representative or recruiter cannot act as a party to or sign this employment agreement on behalf of the employer or worker.

SECTION 1: WORKER INFORMATION

First Name (as written on the passport):	
Last Name (as written on the passport):	
Date of Birth (YYYY-MM-DD):	
Country of residence:	
Mobile Number (Canada or home country) (Optional):	
Email-Address (Canada or home country) (Optional):	

SECTION 2: EMPLOYER INFORMATION

Employer First Name:	
Employer Middle Name:	
Employer Last Name:	
Employer Telephone Number:	
Business Legal Name (as registered with Canada Revenue Agency):	
Business Address:	
Mailing Address (If different from Business address):	
Employer E-mail Address:	
Employer Website Address:	

SECTION 3: JOB OFFER DETAILS**3.1 OCCUPATION**Job Title:

Please describe main duties of the job:

3.2 WAGE

- Wage to be paid directly to the worker in Canadian dollars. Wage per hour: \$

- Overtime wage per hour (if applicable): \$

 and starting after: hours per day
 hours per week

- Do contingent wages apply? (e.g., piecework, mileage, commissions, guaranteed bonuses, or predictable overtime)

☐ **Yes** (please specify)

☐ **No**

Details

3.3 WORKING CONDITIONS

Temporary Foreign Workers (TFWs) have the same rights as Canadians and permanent residents and are protected under the same labour laws. The working conditions for TFWs are regulated under federal and provincial or territorial legislation that govern the maximum number of hours that can be worked, overtime pay, sick and vacation leave, and health and safety standards. As such, the TFW Program requires that employers adhere to, and are in compliance or good standing with, federal and provincial or territorial labour laws pertaining to Employment Standards and Occupational Health and Safety and any other Acts applicable to recruitment, employment or worksite safety.

The employer agrees that the worker will be living and working within generally accepted Canadian standards and are not exploited while in Canada.

Work ScheduleThe expected employment start date of the worker's work is on (YYYY-MM-DD): The expected employment duration is ☐ day(s) **OR** ☐ week(s) **OR** ☐ month(s)The worker will work approximately hours each day.The worker will work approximately hours each week.

Is the employer's job offer for a full-time position (average of at least 30 hours per week) throughout the duration of employment?

☐ Yes

☐ No

(please provide details)

Details

Vacation

- Vacation must meet minimum provincial or territorial requirements. Is vacation applicable?

☐ Yes the worker will receive number of business days per year for vacation. ☐ No

The remuneration will be percentage of gross salary.

Additional Benefits

- Additional benefits offered over and beyond the provincial or territorial requirements and supplemental health insurance provided under the CONTRACT FOR THE EMPLOYMENT IN CANADA OF SEASONAL AGRICULTURAL WORKERS. **Check those that apply.**

☐ Disability insurance

☐ Other benefits (please specify):

☐ Dental insurance

☐ Employer-provided Pension

☐ Health insurance

Workplace Safety Insurance Plan

- Where required to do so under the federal and provincial or territorial legislation, the employer agrees to register the worker with the appropriate provincial or territorial workplace safety insurance, or private workplace safety insurance, if provincial or territorial insurance is not available.
- The employer agrees to not deduct any money from the workers pay for the workplace safety insurance plan.

Accommodation

- The employer agrees to provide the worker with housing, free of charge, on-farm or off-site. For the province of British Columbia only, the maximum amounts that can be deducted for housing are set out in the respective CONTRACT FOR THE EMPLOYMENT IN CANADA OF SEASONAL AGRICULTURAL WORKERS.
- The employer agrees to provide the worker with adequate and suitable housing, based on definitions by the Canada Mortgage and Housing Corporation (see below), and in accordance with applicable provincial or territorial and municipal legislation.
 - o *Adequate* housing is defined as housing that does not require any major repairs, which include those to defective plumbing or electrical wiring, or structural repairs to walls, floors or ceilings.
 - o *Suitable* housing is defined as housing that has enough bedrooms to accommodate the size and make-up of the residents in the household.
- The housing has to be inspected by the appropriate provincial, territorial, or municipal body or by an authorized private inspector with appropriate certifications from a relevant level of government.
- The employer agrees to ensure the occupancy of each accommodation location does not exceed the maximum occupancy permitted.
- The employer agrees to ensure that sufficient housing will be made available for all workers per approved accommodation from the date of arrival to the date of departure.
- Please describe the type of housing to be provided to the worker (e.g., bunkhouses, apartment, house):

Transportation

- The employer agrees to pay for the round-trip transportation costs for the workers to arrive at their work location in Canada at the beginning of their work period, and to return to their country of residence at the end of their work period. **Note:** Employers can recover up to 50% of this cost, except in the Province of British Columbia. (The maximum amounts that can be deducted are set out in the CONTRACT FOR THE EMPLOYMENT IN CANADA OF SEASONAL AGRICULTURAL WORKERS).
- The employer agrees to provide transportation between the housing location and the work location at no cost to the worker unless transportation is not required because the housing location is the same as the work.

SECTION 4: ADDITIONAL INFORMATION

Additional Information

SECTION 5: SIGNATURES

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

EMPLOYER

Signed at (location):

Name:

Signature:

Date: (YYYY-MM-DD):

WORKER

Signed at (location):

Name:

Signature:

Date: (YYYY-MM-DD):