



TEMPORARY FOREIGN WORKER PROGRAM

Employment Agreement for the In-Home Caregiver Stream

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 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 temporary foreign 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 TFW 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 temporary foreign worker's work is on (YYYY-MM-DD): The expected employment duration is ☐ day(s) **OR** ☐ week(s) **OR** ☐ month(s)The temporary foreign worker will work approximately hours each day.The temporary foreign 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 temporary foreign 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. **Check those that apply.**

☐ Disability insurance

☐ Other benefits (please specify):

☐ Dental insurance

☐ Employer-provided Pension

☐ Extended medical insurance (e.g. prescription drugs, paramedical services, medical services and equipment)

Workplace Safety Insurance Plan

- Where required to do so under the federal and provincial or territorial legislation, the employer agrees to register the temporary foreign 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 temporary foreign worker's pay for the workplace safety insurance plan.

Accommodations

For the In-Home Caregiver Stream, the accommodations apply to Low-Wage only and the employer understands that they cannot require a caregiver to live in their home.

Select **yes** if the employer is **making live-in arrangements for accommodation** for the worker and agrees to:

- accommodation is being provided in the home of the person receiving care.
- accommodation is private and furnished bedroom.
- bedroom door has a lock and safety bolt on the inside.
- bedroom meets the municipal building requirements and the provincial/territorial health standards.
- foreign caregiver is not charged room and board for the accommodations.

Select **no** if the employer is **not providing live-in accommodations** and agrees:

- to ensure that suitable and affordable accommodation is available to the temporary foreign worker.
- to provide proof (e.g., newspaper ads) that affordable housing is available in the community where the temporary foreign worker will be employed.

- The employer will provide live-in accommodation for the temporary foreign worker: ☐ Yes ☐ No

- If **no**, please explain why the temporary foreign worker will not have their own bedroom?

- If **yes**, what is the size of the bedroom? **Note:** Minimum size requirement of bedroom is 9m²

Length (in metres):

Width (in metres):

- The bedroom provided to the temporary foreign worker will include: **Check those that apply.**

☐ Door that can be locked from the outside, with the key provided to the temporary foreign worker

☐ Door that can be locked (with a safety bolt) from the inside

☐ A bed with mattress and bedding (ex. sheets, pillows, blankets)

☐ Finished floors

☐ Finished walls

☐ Heating

☐ A secure exterior window that closes and locks from within

☐ Finished ceilings

☐ Lighting

☐ A closet

Other (please provide additional details about furniture and services such as telephone, television cable or satellite, internet, etc.):

Transportation

- The employer agrees to pay for the round-trip transportation costs of the worker to the work location in Canada, and back to the temporary foreign worker's country of permanent residence.
- The employer agrees to not recover the transportation costs from the worker.

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):