



# TEMPORARY FOREIGN WORKER PROGRAM

## Employment Agreement for the Primary Agriculture: Agricultural Stream, Stream for Low-Wage Positions and High-Wage Positions

### 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):	<input style="width: 95%;" type="text"/>
Last Name (as written on the passport):	<input style="width: 95%;" type="text"/>
Date of Birth (YYYY-MM-DD):	<input style="width: 95%;" type="text"/>
Country of residence:	<input style="width: 95%;" type="text"/>
Mobile Number (Canada or home country) <b>(Optional)</b> :	<input style="width: 95%;" type="text"/>
Email-Address (Canada or home country) <b>(Optional)</b> :	<input style="width: 95%;" type="text"/>

### SECTION 2: EMPLOYER INFORMATION

Employer First Name:	<input style="width: 95%;" type="text"/>
Employer Middle Name:	<input style="width: 95%;" type="text"/>
Employer Last Name:	<input style="width: 95%;" type="text"/>
Employer Telephone Number:	<input style="width: 95%;" type="text"/>
Business Legal Name (as registered with Canada Revenue Agency):	<input style="width: 95%;" type="text"/>
Business Address:	<input style="width: 95%;" type="text"/>
Mailing Address (If different from Business address):	<input style="width: 95%;" type="text"/>
Employer E-mail Address:	<input style="width: 95%;" type="text"/>
Employer Website Address:	<input style="width: 95%;" type="text"/>

**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 worker will be living and working within generally accepted Canadian standards and are not exploited while in Canada.

**Work Schedule**

The 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
  - Dental insurance
  - Employer-provided Pension
  - Extended medical insurance (e.g. prescription drugs, paramedical services, medical services and equipment)
  - Other benefits (please specify):

**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 workers pay for the workplace safety insurance plan.

**Accommodation and Travel (Please select the appropriate stream and complete.)**

**AGRICULTURAL STREAM**

**Accommodation (Agricultural Stream)**

- The employer agrees to provide the temporary foreign worker with adequate, suitable, and affordable housing based on definitions by the Canada Mortgage and Housing Corporation (see below), and in accordance with applicable provincial or territorial and municipal legislation, on-farm or off-site..
  - 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.
  - o *Affordable* housing is defined as housing costing less than 30% of before-tax household income, including the cost of rent and any payments for electricity, fuel, water, and other municipal services.
- The employer agrees that the housing must be inspected by the appropriate provincial, territorial or municipal body or an authorized private inspector with appropriate certifications from a relevant level of government.
- The employer agrees to ensure that sufficient housing will be made available for all temporary foreign workers per approved accommodation from the date of arrival to the date of departure.
- The employer agrees to ensure the occupancy of each accommodation location does not exceed the maximum occupancy permitted.
- The temporary foreign worker understands that they are not required to stay in the housing provided by the employer and may choose to leave in favour of private accommodation. However, the temporary foreign worker may need to provide advance notice to the employer or the commercial establishment regarding the departure date.
- The employer will provide the following housing:

**On-farm housing**

- The employer understands that they can deduct a maximum of \$30 per week in rent (pro-rated for partial weeks) from the temporary foreign worker’s wage, unless applicable provincial/territorial labour standards specify a lower amount.

**Off-site housing**

(National Occupational Classification codes 84120 (Farm machinery operators only), 85100, 85101 and 85103)

- The employer understands that they can deduct a maximum of \$30 per week in rent (pro-rated for partial weeks) from the temporary foreign worker's wage, unless applicable provincial/territorial labour standards specify a lower amount.

**Off-site housing**

(National Occupational Classification codes 80020, 80021, 82030, 82031 and 84120 (Specialized livestock workers only))

- The rent amount per temporary foreign worker should not exceed the approximate average cost of the rental divided by the number of tenants. The rent amount cannot cost more than 30% of the temporary foreign worker's gross monthly earnings.

The employer will deduct \$  per  week **OR**  month

- Please describe the type of housing to be provided (e.g., bunkhouses, apartment, house):

**Travel (Agricultural Stream)**

- The employer agrees to pay for the round-trip transportation costs for the temporary foreign workers to arrive at their work location in Canada at the beginning of their work period, and to return to their country of permanent residence at the end of their work period. The employer agrees to not recover the transportation costs from the temporary foreign worker.
- The employer agrees to provide transportation between the housing location and the work location at no cost to the temporary foreign worker unless transportation is not required because the housing location is the same as the work.

**STREAM FOR LOW-WAGE POSITIONS**

**Accommodation (Stream for Low-Wage Positions)**

- The employer agrees to ensure that either suitable and affordable housing is available, or provide the worker with suitable and affordable 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 *Suitable* 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 *Affordable* housing is defined as housing costing less than 30% of before-tax household income, including the cost of rent and any payments for electricity, fuel, water, and other municipal services.
- If housing is provided, the employer should ensure that the rent for the housing facility is determined according to the market rate and should charge no more than 30% of the worker's gross monthly earnings.
  - o The employer will provide housing:  Yes  No
  - o The employer will deduct \$  per  week **OR**  month
- When more than one worker is housed in the same facility, the rent should be divided equally among the foreign and Canadian workers housed in that facility.
- The temporary foreign worker understands that they are not required to stay in the housing provided by the employer and may choose to leave in favour of private accommodation. However, the temporary foreign worker may need to provide advance notice to the employer or the commercial establishment regarding the departure date.
- Please describe the type of housing to be provided (e.g., bunkhouses, apartment, house), if applicable:

**Transportation (Stream for Low-Wage Positions)**

- The employer agrees to pay for the round-trip transportation costs for the temporary foreign workers to arrive at their work location in Canada at the beginning of their work period, and to return to their country of permanent residence at the end of their work period. The employer agrees to not recover the transportation costs from the temporary foreign worker. **Note:** If the temporary foreign worker finds a new employer, who was issued a positive Labour Market Impact Assessment, the new employer is responsible for the transportation costs.
- The employer agrees to provide transportation between the housing location and the work location at no cost to the temporary foreign worker unless transportation is not required because the housing location is the same as the work.

**STREAM FOR HIGH-WAGE POSITIONS**

**Accommodation & Transportation (Not applicable)**

**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):