

# Employment Contract Template

## LIVE-IN CAREGIVER EMPLOYER/EMPLOYEE CONTRACT

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

<b>EMPLOYER #1</b>
Last name: _____ Given name(s): _____
Relationship with the person(s) receiving care: _____
Street address: _____ City: _____ Province/Territory: _____ Postal Code: _____
Telephone (home): _____ Telephone (work): _____ Email: _____

<b>EMPLOYER #2 (if applicable)</b>
<b>EMPLOYER information must be provided for <u>each person</u> who will contribute to wages paid to the EMPLOYEE or will provide instruction to the EMPLOYEE.</b>
Last name: _____ Given name(s): _____
Relationship with the person(s) receiving care: _____
Street address: _____ City: _____ Province/Territory: _____ Postal Code: _____
Telephone (home): _____ Telephone (work): _____ Email: _____

<b>EMPLOYEE – Job Offer of Employment - Live-in Caregiver</b>
<b>Note: provide employee’s current address, i.e. overseas address if foreign worker is still living overseas or in-Canada address.</b>
Last name: _____ Given name(s): _____ Date of birth (YYYY/MM/DD): _____
Street address: _____ City: _____ Province/Territory: _____ Country: _____ Postal Code: _____
Telephone (home): _____ Telephone (work): _____ Email: _____

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### EMPLOYEE'S PLACE OF WORK

**NOTE:** Under the Live-in Caregiver Program, only work that has been completed in Canada under a valid work permit is considered toward the live-in caregiver's work requirement for permanent residence. Any work completed outside Canada will not be counted.

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 and reside (must be in the residence in Canada of the person receiving care):

Street address: \_\_\_\_\_

City: \_\_\_\_\_ Province/Territory: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Telephone (home): \_\_\_\_\_ Telephone (work): \_\_\_\_\_

Email: \_\_\_\_\_

### Description of the house and the household

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:

#### Duration of contract

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

#### 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 entry into Canada under the Live-in Caregiver Program.

#### Job description

The EMPLOYEE agrees to provide services as a live-in caregiver and carry out the following tasks in the home of the person requiring care.

Details of person(s) requiring care:

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Last name	Given name	Age	Type of care (child, elderly or disabled)
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.):

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### 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.

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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 his/her overtime hours for all hours worked over the required hours confirmed in item 1 in accordance with provincial/territorial labour/employment standards.

12. The EMPLOYER agrees to regularly review and adjust the EMPLOYEE's wages to ensure they meet or exceed the prevailing wage rate requirements for live-in caregivers in the region where the EMPLOYEE is being employed as indicated on HRSDC's website at [http://www.hrsdc.gc.ca/eng/workplaceskills/foreign\\_workers/advertReq/wageadreq.shtml#tphp](http://www.hrsdc.gc.ca/eng/workplaceskills/foreign_workers/advertReq/wageadreq.shtml#tphp).

The EMPLOYER and EMPLOYEE will indicate wage increases by amending #9 of this section of the contract in writing, and with all EMPLOYER and EMPLOYEE signatures and the date of the amendment.

13. 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.

**NOTE:** HRSDC regularly reviews and updates the prevailing wage rate table. EMPLOYERS must, at the minimum, increase the EMPLOYEE's wages as they are increased as per HRSDC's website.

### Recruitment Fees

1. The EMPLOYER shall not recoup from the EMPLOYEE, through payroll deductions or any other means, the fees they have paid to a third party recruitment agency in Canada for services related to hiring and retaining the EMPLOYEE.
2. The EMPLOYER shall pay to the EMPLOYEE all recruitment fees charged by the EMPLOYER's third party recruitment agency to the EMPLOYEE for the recruiting purposes.

The EMPLOYEE discloses the above costs in the amount of \$ \_\_\_\_\_ has been charged to the EMPLOYEE by the EMPLOYER's third party recruitment agency, with proof of these costs attached.

### Accommodation

1. The EMPLOYER agrees to ensure that reasonable and proper accommodation is available for the EMPLOYEE, and shall provide the EMPLOYEE with suitable furnished accommodation. Suitable accommodation is housing that meets municipal building requirements and health standards set by the province. This includes a private unit or a room with a lock and which therein provides living and sleeping facilities intended for human habitation with no visible or structural repairs required.
2. The EMPLOYER will recoup the costs of the room at an amount of \$ \_\_\_\_\_ per \_\_\_\_\_ (weekly / bi-weekly / monthly) through payroll deductions. The amount must not exceed provincial/territorial labour/employment standards where applicable.

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3. The EMPLOYER will recoup the costs of meals at an amount of \$\_\_\_\_\_ per \_\_\_\_\_ (weekly / bi-weekly / monthly) through payroll deductions. The amount must not exceed provincial/territorial labour/employment standards where applicable.
4. The EMPLOYER agrees to provide the EMPLOYEE with meals, where applicable, and an adequate, properly heated and ventilated room. 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.
5. The EMPLOYER shall provide the EMPLOYEE with independent access to the residence (for example, house keys, security code) where the EMPLOYEE resides.
6. The EMPLOYER agrees to provide the employee with (check if applicable):
  - Private bathroom
  - Telephone (charge of \$\_\_\_\_\_ per month or no charge\_\_\_ except for long-distance calls)
  - Radio (in his/her room)
  - Television (in his/her room)
  - Internet access (\_\_\_charge of \$\_\_\_\_\_ per month or \_\_\_no charge)
  - Other, specify: \_\_\_\_\_

Description of EMPLOYEE's room and furnishings:

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### Transportation costs

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

1. In the situation where the live-in caregiver resides abroad:

The EMPLOYER agrees to pay the EMPLOYEE's transportation costs for the one-way trip travel from his/her country of permanent residence or of current residence to the place of work in Canada, namely from  (country of permanent residence or of current residence)  to  (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 live-in 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  (current Canadian address)  and  (new place of work in Canada) . 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 live-in caregiver to travel by plane, train, boat or bus from his/her country of permanent residence or of

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current residence to the location of work in Canada. If the live-in 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 live-in 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.

### **Health care insurance**

1. The EMPLOYER agrees to provide health care insurance of equal 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.

### **Workplace safety insurance (called Worker's Compensation)**

1. The EMPLOYER agrees to register the EMPLOYEE under the relevant provincial/territorial government insurance plan or its equivalent (for free, on-the-job injury or illness insurance).
2. The EMPLOYER agrees not to deduct money from the EMPLOYEE's wages for this purpose.

### **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.*

### **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.*

## **CONTRACT SUBJECT TO PROVINCIAL/TERRITORIAL LABOUR AND EMPLOYMENT LEGISLATION**

The EMPLOYER is obligated to abide by the standards set out in the relevant provincial/territorial labour/employment standards act. In particular, the EMPLOYER must abide by the standards with respect to how wages are paid, how overtime is calculated, meal periods, statutory/public holidays, vacation leave, family leave, benefits and recourse under the provisions of the applicable Provincial/Territorial Employment Standards Act. Any terms of this contract of employment less favourable to the EMPLOYEE than the standards stipulated in the relevant labour/employment standards act is null and void.

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### SIGNATURE OF ALL EMPLOYERS

I have read and understand this contract as well as the notice regarding personal information.

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 understand this contract as well as the notice regarding personal information.

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): \_\_\_\_\_