

## **CONTRACT FOR THE EMPLOYMENT IN CANADA OF SEASONAL AGRICULTURAL WORKERS FROM MEXICO - 2020**

WHEREAS the Government of Canada and the Government of the United Mexican States are desirous that employment of a seasonal nature be arranged for Mexican Agricultural Workers in Canada where Canada determines that such workers are needed to satisfy the requirements of the Canadian agricultural labour market; and,

WHEREAS the Government of Canada and the Government of the United Mexican States have signed a Memorandum of Understanding to give effect to this joint desire; and,

WHEREAS the Government of Canada and the Government of the United Mexican States agree that a Contract for the Employment in Canada of Seasonal Agricultural Workers from Mexico be signed by each participating employer and worker; and,

WHEREAS the Government of Canada and the Government of the United Mexican States agree that an agent for the Government of the United Mexican States known as the "GOVERNMENT AGENT" shall be stationed in Canada to assist in the administration of the program;

THEREFORE, the following Contract for the Employment in Canada of Seasonal Agricultural Workers from Mexico is made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

### **I SCOPE AND PERIOD OF EMPLOYMENT**

The EMPLOYER agrees to:

1. Employ the WORKER(S) assigned to them by the Government of the United Mexican States under the Seasonal Agricultural Workers Program and to accept the terms and conditions hereunder as forming part of the employment contract between them and such referred WORKER(S). The number of WORKERS to be employed shall be as set out in the attached clearance order.
2. The PARTIES agree as follows:
  - a. Subject to compliance with the terms and the conditions found in this Contract, the EMPLOYER agrees to hire the WORKER(S) as a \_\_\_\_\_ for a term of employment of not less than 240 hours in a term of six (6) weeks or less, nor longer than eight (8) months with the expected completion of the period of employment to be the \_\_\_\_\_ day of \_\_\_\_\_, 2020.
  - b. the EMPLOYER needs to respect the duration of the Employment Contract signed with the WORKER(S) and their return to the country of origin by no later than December 15th with the exception of extraordinary circumstances (e.g. medical emergencies).
  - c. In the event of an employment transfer, the total term of employment must not exceed a cumulative term of eight (8) months and the worker must return to the country of origin no later than December 15 with the exception of extraordinary circumstances (e.g. medical emergencies).

3. The standard working day is expected to be eight (8) hours, however, to accommodate the cyclical demands of the agricultural industry, the EMPLOYER may request of the WORKER and the WORKER may agree to extend their hours when the situation requires it, and where the conditions of employment involve a unit of pay. Requests for additional hours of work shall be in accordance with the customs of the district and the spirit of the program, giving the same rights to Mexican workers as given to Canadian workers. The urgent working day will be defined by the appropriate Provincial and Territorial labour legislation. WORKERS must not be required to work excessive hours that would be detrimental to their health or safety. As a general principle, the EMPLOYER will endeavor to distribute working hours in a balanced manner over the work term, to the extent possible
4. To give the WORKER a trial period of fourteen (14) actual working days from the date of their arrival at the place of employment. The EMPLOYER shall not discharge the WORKER except for sufficient cause or refusal to work during that trial period.
5. The EMPLOYER shall provide the WORKER and the GOVERNMENT AGENT with a copy of rules of conduct, safety discipline and care and maintenance of property in Spanish so that the WORKER may be aware of and observe such rules.
6. On arrival at the place of employment, the WORKER agrees to provide to the EMPLOYER a copy of the Contract for the employment in Canada of Seasonal Agricultural Workers from Mexico signed by the WORKER and the GOVERNMENT AGENT. The EMPLOYER agrees to sign the Contract and return it to the WORKER. The WORKER further agrees that the EMPLOYER may make and keep copies of the signed Contract.

## **II LODGING, MEALS AND REST PERIODS**

### **PART A: LODGING**

The EMPLOYER agrees to:

1. Provide clean, adequate living accommodations to the WORKER at no cost to the WORKER (except in British Columbia where employers can deduct for accommodations). These accommodations must be equipped with laundry facilities including an adequate number of washing machines and, where possible, dryers. Such living accommodations must meet with the annual approval of the appropriate GOVERNMENT authority or other accredited bodies responsible for health and living conditions in the province/territory where the WORKER is employed, and the GOVERNMENT AGENT. Where accommodations are not equipped with laundry facilities, the EMPLOYER must provide weekly transportation to a laundromat at no cost to the WORKER, and will provide the WORKER with \$5 per week towards laundry costs.

The WORKER agrees:

2. That they:
  - a. shall maintain living quarters furnished to them by the EMPLOYER or their agent in the same safe, hygienic and functional state in which the WORKER received them; and
  - b. realize that the EMPLOYER may, with the approval in writing of the GOVERNMENT AGENT, recover from their wages the cost to the EMPLOYER to maintain the quarters in a safe, hygienic and functional state.

**For provinces and territories EXCEPT British Columbia:**

The EMPLOYER agrees:

3. To provide suitable accommodation to the WORKER, without cost. Such accommodation must meet with the annual approval of the appropriate government authority responsible for health and living conditions in the province/territory where the WORKER is employed. In the absence of such authority, accommodation must meet with the approval of the GOVERNMENT AGENT.

The WORKER agrees

4. That the EMPLOYER may deduct from the WORKER'S wages an amount to reflect utility costs in relation to the employment of the WORKER in the provinces of Alberta, Saskatchewan\*, Manitoba, Ontario, New Brunswick, Nova Scotia and Prince Edward Island only. The amount of the deduction is to be \$2.33 Canadian dollars per working day. This amount is adjusted annually beginning January 1, by the consumer price index increase for the months of June 2018 to June 2019 in the provinces allowing the deductions. A working day for the purpose of this deduction is to be such that a WORKER completes a minimum of four (4) hours of work in a given day. Said costs deduction withheld under this provision are to be made for the current pay period only.

\*In Saskatchewan, WORKERS employed by greenhouses and nurseries are exempted from this deduction.

**For British Columbia ONLY:**

The EMPLOYER agrees:

5. To provide suitable accommodation to the WORKER. Such accommodation must meet the annual approval of the appropriate government authority responsible for health and living conditions in British Columbia or with the approval of a private housing inspector licensed by the province of British Columbia. In the absence of such authority, accommodation must meet with the approval of the GOVERNMENT AGENT.
6. To ensure that reasonable and suitable accommodation is affordably available for the WORKER in the community. If the WORKERS's accommodation is not on the farm, the EMPLOYER will pay any costs for transporting the WORKER to the worksite.

7. That costs related to accommodation will be paid by the WORKER at a rate of 5.36 per working day\* of the WORKER'S pay from the first day of full employment. The amount paid for accommodation during the WORKER'S stay in Canada is not to exceed \$826.00.

\* A working day for the purpose of this deduction is to be such that a WORKER completes a minimum of four (4) hours of work in a given day.

## PART B: MEALS

### **For provinces and territories EXCEPT British Columbia:**

8. Where the WORKER and the EMPLOYER agree that the latter provides meals to the WORKER:

The EMPLOYER agrees:

a. to provide reasonable and proper meals for the WORKER

The WORKER agrees:

b. that the EMPLOYER may deduct from the WORKER'S wages a sum not to exceed \$6.50 per day for the cost of meals provided to the WORKER, provided the WORKER agrees to receive this service from the EMPLOYER, to which end the WORKER must state in writing their agreement, prior to making the first deduction.

9. Where the WORKER prepares their own meals, the EMPLOYER agrees to furnish cooking utensils, fuel, and facilities without cost to the WORKER, and to provide a minimum of thirty (30) minutes for meal breaks.

### **For British Columbia ONLY**

10. Where the WORKER and the EMPLOYER agree that the latter provides meals to the WORKER:

The EMPLOYER agrees:

a. to provide reasonable and proper meals for the WORKER.

The WORKER agrees:

b. the EMPLOYER will charge the WORKER the sum of \$6.00 per day for one meal, \$9.00 per day for two meals and \$12.00 per day for the cost of three meals provided to the WORKER as long as the meals are prepared by an unrelated third party catering company and the meal plan is reviewed and approved by a qualified nutritionist. The WORKER will have the right, prior or during their employment, to accept or refuse the payroll deduction for this service.

11. Where the WORKER prepares their own meals, the EMPLOYER will furnish cooking utensils, fuel, and facilities, without cost to the WORKER, and to provide a minimum of thirty (30) minutes for meal breaks.

## PART C: REST PERIODS

The EMPLOYER agrees to:

12. Provide the WORKER with a meal break and at least two (2) rest periods of ten (10) minutes duration, one such period to be held midmorning and the other midafternoon, paid or not paid, in accordance with provincial/territorial labour legislation.
13. For each six (6) consecutive days of work, the WORKER will be entitled to one (1) day of rest, but where the urgency to finish farm work cannot be delayed the EMPLOYER may request the WORKER'S consent to postpone that day until a mutually agreeable date.

## **III PAYMENT OF WAGES**

The GOVERNMENT AGENT and both PARTIES agree:

1. That in the event the EMPLOYER is unable to locate the WORKER because of the absence or death of the WORKER, the EMPLOYER shall pay any monies owing to the WORKER to the GOVERNMENT AGENT. This money shall be held in trust by the GOVERNMENT AGENT for the benefit of the WORKER. The GOVERNMENT AGENT shall take any or all steps necessary to locate and pay the money to the WORKER or, in the case of death of the WORKER, the WORKER'S lawful heirs.

The EMPLOYER agrees:

2. To allow EMPLOYMENT AND SOCIAL DEVELOPMENT CANADA (ESDC)/SERVICE CANADA or its designate access to all information and records necessary to ensure contract compliance.
3. That when an EMPLOYER asks a WORKER to drive, the WORKER will be compensated for their time and when WORKERS are required to relocate from one work site to another during the workday, travel time should be included as part of the working hours.
4. That the average minimum work week shall be forty (40) hours; and
  - a. that, if circumstances prevent fulfilment of Section III, clause 3, the average weekly income paid to the WORKER over the period of employment is as set out in Section III, clause 3 at the hourly minimum rate; and
  - b. that where, for any reason whatsoever, no actual work is possible, the WORKER, shall receive an advance with a receipt signed by the WORKER to cover personal expenses, the EMPLOYER shall be entitled to deduct said advance from the WORKER'S pay prior to the departure of the WORKER.

### **For provinces and territories EXCEPT British Columbia:**

The EMPLOYER agrees:

5. That a recognition payment of \$4.00 per week to a maximum of \$128.00 will be paid to WORKERS with five (5) or more consecutive years of employment with the same EMPLOYER, and ONLY where no provincial/territorial vacation pay is applicable. Said recognition payment is payable to eligible WORKERS at the completion of the contract.

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6. To pay the WORKER at their place of employment weekly wages in lawful money of Canada at a rate at least equal to the following, whichever is the greatest:
  - a. the minimum wage for WORKERS provided by law in the province in which the WORKER is employed;
  - b. the rate determined annually by ESDC to be the prevailing wage rate for the type of agricultural work being carried out by the WORKER in the province in which the work will be done; or
  - c. the rate being paid by the EMPLOYER to the Canadian workers performing the same type of agricultural work.
7. In the case of piecework, the WORKERS shall be paid wages at least equivalent to one hour of employment for every hour worked on the harvest.

### **For British Columbia ONLY**

The EMPLOYER agrees:

8. In the case of piecework, the WORKER shall be paid wages at least equivalent to one hour of employment for every hour worked on the harvest.
  - a. The EMPLOYER shall pay the WORKER the approved piece work rate as set out in the "Minimum Piece Rates - Hand harvested crops" published by the B.C. Ministry of Jobs, Tourism and Skills Training for harvesting.
  - b. The EMPLOYER shall pay the WORKER \_\_\_\_\_ per hour for any period spent performing duties other than harvesting. (This hourly rate shall be no less than the most current minimum wage).

## **IV DEDUCTIONS OF WAGES**

The WORKER agrees that the EMPLOYER:

1. Will make deductions from the wages payable to the WORKER only for the following:
  - a. those employer deductions required to be made under law;
  - b. all other deductions as required pursuant to this contract.

## **V HEALTH AND SAFETY OF WORKERS**

The EMPLOYER agrees to:

1. Comply with all laws, regulations and by-laws respecting conditions set by competent authority and, in addition, in the absence of any laws providing for payment of compensation to WORKERS for personal injuries received or disease contracted as a result of the employment, shall obtain insurance acceptable to the GOVERNMENT AGENT providing such compensation to the WORKER.

2. Not require the WORKER to perform job duties for which they have not received training, in accordance with provincial and territorial legislation, and the WORKER may decline to perform said duties, without penalty or consequence of any kind.
3. That if a WORKER receives disability compensation due to death or injury resulting in loss of employment, the EMPLOYER will cease to recover standard contract deductions from the WORKER, with the exception of monies advanced to the worker.
4. Report to the GOVERNMENT AGENT within twenty-four (24) hours all injuries sustained by the WORKER which require medical attention.

The WORKER agrees that:

5. The EMPLOYER can deduct the cost of non-occupational medical coverage by way of regular payroll deduction at a premium rate of \$0.90 per day per WORKER.
6. The EMPLOYER shall remit on a monthly basis directly to the insurance company engaged by the Government of Mexico the total amount of insurance premium as invoiced by the insuring company. Such amount will be recovered by the EMPLOYER with the deduction made to the WORKER'S wages according to Section V, clause 1. In the case where the WORKER leaves Canada before the employment contract has expired, the EMPLOYER will be entitled to recover any unused portion of the insurance premium from the insurance company.
7. The WORKER will report to the EMPLOYER and the GOVERNMENT AGENT, within twenty-four (24) hours, all injuries sustained which require medical attention.
8. The coverage for insurance shall include:
  - a. the expenses for non-occupational medical insurance which include accident, sickness, hospitalization and death benefits;
  - b. any other expenses that might be looked upon under the contract between the Government of Mexico and the insurance company to be of benefit to the WORKER.
9. If the WORKER dies during the period of employment, the EMPLOYER shall notify the GOVERNMENT AGENT and, if the WORKER's life insurance policy does not cover burial and/or repatriation of the body, upon receipt of instructions from the GOVERNMENT AGENT, either:
  - a. provide suitable burial; or
  - b. remit to the GOVERNMENT AGENT a sum of money which shall represent the costs that the EMPLOYER would have incurred under Section V, clause 7a, in order that such monies be applied towards the costs undertaken by the Government of Mexico in having the WORKER returned to their relatives in Mexico.

## **VI MAINTENANCE OF WORK RECORDS AND STATEMENT OF EARNINGS**

The EMPLOYER agrees to:

1. Maintain and forward to the GOVERNMENT AGENT proper and accurate records of hours worked and wages paid and submit those records to the GOVERNMENT AGENT upon request within seven (7) days.
2. Provide to the WORKER a clear statement of earnings and deductions with each pay.

The WORKER agrees that:

3. The EMPLOYER may pay the WORKER in advance so the WORKER can purchase food and/or personal items. The EMPLOYER and WORKER must agree to this pay advance in writing, and the EMPLOYER must make payroll deductions according to federal and provincial legislation. The EMPLOYER can recover the net pay advanced during the first six (6) weeks of employment. In the event the WORKER leaves the place of employment prior to completing six (6) weeks of work, the EMPLOYER shall deduct the full remaining balance from the WORKER'S final pay. These deductions will be reflected on the WORKER'S pay stub.

## **VII TRAVEL AND RECEPTION ARRANGEMENTS**

The EMPLOYER agrees to:

1. Pay to the travel agent the cost of two-way air transportation of the WORKER for travel from Mexico City to Canada by the most economical means.
2. Make arrangements:
  - a. to meet or have the worker's agent meet and transport the WORKER from the point of arrival in Canada to the place of employment and, upon termination of their employment to transport the WORKER to the starting point of their air travel to depart Canada; and
  - b. to inform and obtain the consent of the GOVERNMENT AGENT to the transportation arrangements required in Section VII, clause 2a.

The contracting PARTIES agree:

3. In the event that at the time of departure a named worker is unavailable to travel the EMPLOYER agrees, unless otherwise stipulated in writing on the request form, to accept a substitute WORKER.
4. That the WORKER will pay the cost of the work permit processing fee directly to Immigration, Refugees and Citizenship Canada. The EMPLOYER may not recover any costs related to the work permit fee.



**For provinces and territories EXCEPT British Columbia:**

The WORKER agrees to:

5. Pay to the EMPLOYER costs related to air travel as follows:

- a. The EMPLOYER may deduct up to 50% of the actual cost of air travel (i.e. from Mexico City to Canada and back) over the period of employment only and is not to exceed the maximum amounts set out in the chart below:

| <b>Airport / City / Province</b>           | <b>Maximum amount that<br/>can be deducted</b> |
|--|--|
| <b>Charlottetown, PEI</b>                  | \$ 633.00                                      |
| <b>Halifax, NS</b>                         | \$ 633.00                                      |
| <b>Fredericton, Moncton or St-John, NB</b> | \$ 633.00                                      |
| <b>St. John's, NL</b>                      | \$ 633.00                                      |
| <b>Montreal, QC</b>                        | \$ 642.00                                      |
| <b>Ottawa, ON</b>                          | \$ 562.00                                      |
| <b>Toronto, ON</b>                         | \$ 555.00                                      |
| <b>Winnipeg, MB</b>                        | \$ 750.00                                      |
| <b>Calgary, AB</b>                         | \$ 631.24                                      |
| <b>Regina / Saskatoon, SK</b>              | \$ 651.24                                      |

- b. Cost related to air travel will be recovered by way of regular payroll deductions at a rate of ten (10) percent of the WORKER'S gross pay from the first day of full employment.
  - c. The employer will provide the worker with a receipt for the cost of travel, and will reimburse the worker if the worker has paid in excess of 50% of the airfare.
6. Where a federal/provincial/territorial agreement on the selection of foreign workers exists with associated cost recovery fees, the cost of such provincial/territorial fees will be reimbursed to the EMPLOYER from the WORKER'S final vacation pay cheque.

**For British Columbia ONLY:**

The EMPLOYER agrees:

7. To pay to the travel agent the cost of two-way air transportation of the WORKER for travel from Mexico City to Canada by the most economical means.

**VIII OBLIGATIONS OF THE EMPLOYER**

The EMPLOYER acknowledges and agrees:

1. That the WORKER shall not be moved to another area of employment or transferred or assigned to another EMPLOYER without the consent of the WORKER and the prior approval in writing of ESDC/SERVICE CANADA and the GOVERNMENT AGENT.
2. That the WORKERS approved under the Seasonal Agricultural Workers Program are authorized by their work permit only to perform agricultural labour for the EMPLOYER to whom they are assigned. Any person who knowingly induces or aids a foreign worker, without the authorization of ESDC/SERVICE CANADA, to perform work for another person or to perform non-agricultural work outside the scope of the Labour Market Impact Assessment (LMIA), is liable on conviction to a penalty up to \$50,000 or two (2) years imprisonment or both under the *Immigration and Refugee Protection Act* S 124(1)(C) and 125.
3. To provide:
  - a. WORKERS with a uniform for work, when required by the EMPLOYER, and, where permitted by provincial/territorial Labour Standards, the cost will be shared at 50% between the EMPLOYER and the WORKER.
  - b. WORKERS with safety training, including operating machinery and tools, at no cost to the WORKER to ensure that the WORKER can perform their duties safely.
  - c. WORKERS handling chemicals, including pesticides and/or operating machinery and tools, with personal protective equipment in accordance to Provincial/Territorial legislation, at no cost to the WORKER. The EMPLOYER will ensure Re-Entry Intervals are followed by the WORKER, as prescribed by the label of the pesticide, and in accordance with Provincial/Territorial legislation and the *Pest Control Products Act*.
4. The EMPLOYER shall take the WORKER to obtain health coverage according to approved provincial/territorial regulations.
5. The EMPLOYER agrees to provide existing housing at no cost to the WORKER during the time in which the WORKER must wait in Canada between the end of the WORKER's employment contract and the day of the WORKER's return flight to Mexico.
6. To be responsible for transportation to and from a hospital or clinic whenever the WORKER needs medical attention. The Consulate will work in partnership with the employer to ensure proper medical attention is provided to the WORKER in a timely fashion. With respect to work-related injuries, the EMPLOYER shall take the WORKER (if required) to the closest

hospital or clinic, or the EMPLOYER shall pay for such transportation if he is unable to take the worker to receive medical attention.

7. In the absence of compensation for lack of work at the end of the contract and in order to avoid days of labour unproductivity of workers prior to their return to Mexico, the maximum waiting period should not be greater than 96 hours.

#### **For British Columbia ONLY**

8. To provide the WORKER with a uniform for work, when required by the EMPLOYER, at no cost to the WORKER.

### **IX OBLIGATIONS OF THE WORKER**

The WORKER agrees:

1. To work at all times during the term of employment under the supervision and direction of the EMPLOYER and to perform the duties of the agricultural work requested in an efficient manner.
2. To obey and comply with all rules set down by the EMPLOYER relating to the safety, discipline, care and maintenance of property.
3. To not work for any other person without the approval of ESDC/SERVICE CANADA, the GOVERNMENT AGENT and the EMPLOYER, except in situations arising by reason of the EMPLOYER'S breach of this contract and where alternative arrangements for employment are made under Section X, clause 6.
4. To return promptly to Mexico upon completion of the authorized work period.
5. To submit/file their tax return. The WORKER shall provide the EMPLOYER with the contact information, before the end of the contract, for the tax preparation office or firm that will be responsible for preparing and submitting the tax return.

#### **For provinces and territories EXCEPT British Columbia**

The WORKER agrees:

6. To work and reside at the place of employment or at such other place as the EMPLOYER, with the approval of the GOVERNMENT AGENT, may require.

#### **For British Columbia ONLY**

The WORKER agrees:

7. To work at the place of employment.

## **X EARLY CESSATION OF EMPLOYMENT**

1. If the WORKER has to return to Mexico due to medical reasons, which are verified by a Canadian doctor, the EMPLOYER shall pay reasonable transportation and subsistence expenses. Where the WORKER`s return home is necessary due to a physical or medical condition which was present prior to the WORKER`S arrival in Canada, the Government of Mexico will pay the full cost of the WORKER`S return.
2. Following completion of the trial period of employment by the WORKER, the EMPLOYER, after consultation with the GOVERNMENT AGENT, shall be entitled for non-compliance, refusal to work, or any other sufficient reason stated in this contract, to prematurely cease the WORKER`S employment and must notify the worker a minimum of seven (7) days prior to dismissal except when the dismissal is for cause requiring immediate removal and done in consultation with the Government Agent.

### **For provinces and territories EXCEPT British Columbia**

3. Failing any attempts to transfer the WORKER as per section XI, and at the WORKER`s request to return home, the cost of the WORKER`s return trip to Mexico shall be paid as follows:
  - a. if the WORKER was requested by name by the EMPLOYER, the full cost of return shall be paid by the EMPLOYER;
  - b. if the WORKER was selected by the Government of Mexico and 50% or more of the term of the contract has been completed, the full cost of returning the WORKER will be the responsibility of the WORKER;
  - c. if the WORKER was selected by the Government of Mexico and less than 50% of the term of the contract has been completed, the full cost of the returning flight will be the responsibility of the WORKER. In the event of insolvency of the WORKER, the Government of Mexico, through the GOVERNMENT AGENT will reimburse the EMPLOYER for the unpaid amount of the return flight.
4. The parties agree that:
  - a. If the WORKER returns to Mexico due to personal and/or domestic circumstances, the WORKER shall be responsible for the full cost of their return to Mexico.
  - b. If the WORKER wants to return to Canada to finish their contract after attending the personal circumstances in Mexico, with previous authorization from the EMPLOYER and the GOVERNMENT AGENT, it is considered a DOUBLE ARRIVAL and the WORKER is responsible for the full cost of his return to Canada.
  - c. If the EMPLOYER, in agreement with the WORKER and the GOVERNMENT AGENT arrange a DOUBLE ARRIVAL for operational needs of the farm, the EMPLOYER is responsible for the full cost of the return ticket Canada-Mexico-Canada for the WORKER.
5. The EMPLOYER cannot continue recovering the costs incurred through the cheques issued to the WORKERS by the insurance companies.

6. That if it is determined by the GOVERNMENT AGENT, after consultation with ESDC/SERVICE CANADA that the EMPLOYER has not satisfied their obligations under this contract, the contract will be rescinded by the GOVERNMENT AGENT on behalf of the WORKER, and if alternative agricultural employment cannot be arranged through ESDC/SERVICE CANADA for the WORKER in that area of Canada, the EMPLOYER shall be responsible for the full costs of returning the WORKER to Mexico City, Mexico; and if the term of employment as specified in Section I, clause 2, is not completed and employment is terminated under Section X, clause 6, the WORKER shall receive from the EMPLOYER a payment to ensure that the total wages paid to the WORKER is not less than that which the WORKER would have received if the minimum period of employment had been completed.

### **For British Columbia Only**

7. The EMPLOYER is responsible for the cost of two-way airfare for the WORKER, regardless of any early termination of the contract, whether by EMPLOYER or WORKER, and for any reason.

## **XI TRANSFER OF WORKERS**

In the case of transferred workers, the TRANSFERRING EMPLOYER and RECEIVING EMPLOYER agree that:

1. For a WORKER transfer to take place:
  - a. The WORKER does not need to seek a new work permit, provided the WORKER has a valid work permit and has not completed eight (8) months of employment.
  - b. The RECEIVING EMPLOYER must be a SAWP EMPLOYER with a positive transfer LMIA received in writing from ESDC/SERVICE CANADA prior to the transfer of the WORKER.
  - c. All parties, including the WORKER, TRANSFERRING EMPLOYER, RECEIVING EMPLOYER and GOVERNMENT AGENT in Canada must agree to the transfer.
2. In the case of a TRANSFERRED WORKER, the term of employment shall consist of a cumulative term of not less than 240 hours.
3. The RECEIVING EMPLOYER shall be provided by the SENDING EMPLOYER at the time of transfer an accurate record of earnings and deductions to the date of transfer, noting that the record needs to clearly state what, if any, deductions can still be recovered from the WORKER.
4. Following completion of the seven (7) day trial period and no later than ten (10) days of employment, the RECEIVING EMPLOYER will provide the GOVERNMENT AGENT with written confirmation of the name(s), identity code(s), actual date of transfer and anticipated end date of employment for all TRANSFERRED WORKERS. EMPLOYERS in Ontario, Quebec, and Atlantic Canada will provide this information to their designated Third Party.
5. The GOVERNMENT AGENT is responsible for notifying the supplementary medical insurance company of the worker transfer.

### **For provinces and territories EXCEPT British Columbia**

6. The airfare and visa costs may be deducted from the WORKER one time only. The transfer of a WORKER does not give rise to a double deduction for these items.
7. An EMPLOYER shall, upon requesting the transfer of a WORKER, give a trial period of seven (7) actual working days from the date of the WORKER's arrival at the place of employment. Effective the eight (8th) working day, such a WORKER shall be deemed to be a "NAMED WORKER" and Section X, clause 3 will apply.
8. If a TRANSFERRED WORKER is not suitable to perform the duties assigned by the RECEIVING EMPLOYER within the seven (7) days trial period, the EMPLOYER shall return the WORKER to the previous EMPLOYER and that EMPLOYER will be responsible for the repatriation cost of the WORKER.
9. In the case of a TRANSFERRED WORKER, the RECEIVING EMPLOYER agrees to pay the travel agent in advance the cost of one-way air transportation of the WORKER between Canada and Mexico by the most economical means as expressed in the Memorandum of Understanding.
10. In the case of a TRANSFERRED WORKER, the second EMPLOYER may continue to make deductions in expenses associated with the program, starting from the aggregate amount deducted by the first EMPLOYER, without exceeding the amounts indicated in Section VII, clause 5.

### **For British Columbia ONLY**

11. An EMPLOYER shall, upon requesting the transfer of a WORKER, give a trial period of seven (7) actual working days from the date of the WORKER's arrival at the place of employment. Effective the eight (8th) working day, such a WORKER shall be deemed to be an employee of that EMPLOYER.
12. Where the WORKER becomes a TRANSFER WORKER, within the meaning of Section XI, clause 2, the second EMPLOYER is responsible for the return airfare of the WORKER.
13. In the case of a TRANSFERRED WORKER, the second EMPLOYER may continue to make deductions in expenses associated with the program, starting from the aggregate amount deducted by the first EMPLOYER, without exceeding the amounts indicated in Section II.

## **XII MISCELLANEOUS**

1. In the event of fire, the EMPLOYER will bear 1/3 of the replacement cost of the WORKER'S personal property, up to a maximum of \$650.00.
2. The WORKER and the EMPLOYER agree that any personal information held by the Federal Government of Canada and the Government of the Province/Territory in which the work is performed may be released to ESDC/SERVICE CANADA, to Immigration, Refugees and Citizenship Canada, to the GOVERNMENT AGENT of Secretaria del Trabajo y Prevision Social and Secretaria de Relaciones Exteriores, to the Foreign Agricultural Resource

Management Service (FARMS), to the Fondation des entreprises en recrutement de main-d'oeuvre agricole étrangère (FERME), to the Western Agriculture Labour Initiative (WALI) and to the Insurance Company designated by the GOVERNMENT AGENT. Information shared must be necessary to facilitate the operation of the Seasonal Agricultural Workers Program.

The consent of the WORKER to the release of information includes, but is not restricted to:

- a. information held under the *Employment Insurance Act*, (including the WORKER'S Social Insurance Number);
  - b. any health, social service or accident compensation related information held by the government of the province/territory in which the work is performed, including any unique alpha-numerical identifier used by any province/territory;
  - c. Medical and health information and records which may be released to Immigration, Refugees and Citizenship Canada as well as the Insurance Company designated by the GOVERNMENT AGENT.
3. That the contract shall be governed by the laws of Canada and of the province/territory in which the WORKER is employed. French, English and Spanish versions of this contract have equal force.
  4. This contract may be executed in any number of counterparts, in the language of the signatory's choice, with the same effect as if all the PARTIES signed the same document. All counterparts shall be construed together, and shall constitute one and the same contract.
  5. The PARTIES agree that no term or condition of this contract shall be superseded, suspended, modified or otherwise amended, in any way, without the express written permission of the competent Canadian and Mexican authorities, as well as the EMPLOYER and the WORKER.
  6. The PARTIES agree that this contract is complete and absolute and that any purported addendums to this contract must adhere to Section XII, Clause 5.

**For provinces and territories EXCEPT British Columbia**

7. Upon request of the WORKER, the GOVERNMENT AGENT agrees to assist the WORKER and the EMPLOYER with the completion of the necessary parental benefit forms.

DATE:

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EMPLOYEE'S SIGNATURE:

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NAME OF EMPLOYEE:

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EMPLOYER'S SIGNATURE:

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WITNESS:

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NAME OF EMPLOYER:

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ADDRESS

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CORPORATE NAME

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TELEPHONE

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FAX:

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PLACE OF EMPLOYMENT OF WORKER

IF DIFFERENT FROM ABOVE:

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GOVERNMENT AGENT'S SIGNATURE:

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WITNESS:

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