

# EMPLOYMENT AGREEMENT TEMPLATE v. 01-2017

## HOUSEHOLD DOMESTIC WORKER EMPLOYMENT AGREEMENT (HDWEA)

### EMPLOYER

Surname (family name)	First name (given name)	Title and designation
Current residential address		Telephone

### EMPLOYEE

Surname (family name)	First name (given name)	
Current residential address		Telephone
Relationship to the EMPLOYER		
Date of birth (day/mo/yr)	Citizenship(s)	Sex
	1. 2.	F <input type="checkbox"/> M <input type="checkbox"/>
Marital status Single <input type="checkbox"/> Married <input type="checkbox"/> Separated <input type="checkbox"/> Widowed <input type="checkbox"/> Divorced <input type="checkbox"/>		
Do you have any dependants? Yes <input type="checkbox"/> No <input type="checkbox"/>		If answer is yes, give following information for each dependant:
Name	Date of Birth	Relationship

### CONDITIONS

1. Both parties agree that this agreement is conditional on Office of Protocol of Canada approval and on the EMPLOYEE obtaining a temporary resident visa (TRV) pursuant to the *Immigration and Refugee Protection Act* (IRPA) and its regulations, his/her subsequent entry into Canada, followed by his/her effective installation at the EMPLOYER's residence and his/her opening of a bank account in Canada, with an ATM card in the EMPLOYEE's name. The EMPLOYER must notify the Office of Protocol of Canada of the EMPLOYEE's date of arrival in Canada and seek his/her accreditation through the mission.
2. Both parties agree that the EMPLOYEE may not be accompanied by dependants, and that the Office of Protocol of Canada will cease to recognize the official status of a domestic worker who marries or establishes his/her household or family in Canada. Both parties also agree that the EMPLOYEE cannot be a close blood relative of the EMPLOYER (a close blood relative means a person having a first-degree relationship with the EMPLOYER and/or the EMPLOYER's spouse, notably their grandparents, parents, brothers, sisters, nephews, nieces, aunts, uncles, sons, daughters and grandchildren).

## EMPLOYMENT BACKGROUND

The domestic worker must have a minimum of two years of experience as a domestic worker or live-in caregiver, or in a related field, and her/she must have the necessary qualifications to perform the tasks described in the HDWEA. Experience gained from working in a context other than one of an EMPLOYEE-EMPLOYER relationship will not necessarily be deemed acceptable experience.

	Employer	Description of duties	From		To	
			Month	Year	Month	Year
Current						
Last 5 Years						

List any significant experience that will be helpful in evaluating the EMPLOYEE's record, including specialized training as a private servant.

## LANGUAGES

The domestic worker must understand and have basic speaking abilities in English or French in order to work without supervision.

EMPLOYEE's knowledge of Canada's official languages	Language to be spoken at residence			Other languages					
	Well to Very well	Read		Write			Speak		
		Fairly well	Not at all	Well to Very well	Fairly well	Not at all	Well to Very well	Fairly well	Not at all
English	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
French	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## DUTIES AND JOB DESCRIPTION

Proportion of time spent in	%
Child care	
Housework	
Cooking	
Miscellaneous responsibilities	

Will the EMPLOYEE receive a job description?

Yes (please attach)  No (please explain why)

## WORK SCHEDULE, WAGES, HEALTH INSURANCE AND TRANSPORTATION COSTS

The PARTIES agree to abide by provincial labour/employment standards regarding wages, overtime, working hours, leave and termination of employment.

1. The EMPLOYEE shall work \_\_\_\_\_ hours per week (must be at least 30 hours per week) and shall not be asked to work in excess of \_\_\_\_\_ 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 meal break. (\_\_\_\_\_ paid \_\_\_\_\_ unpaid)
4. The EMPLOYEE shall be entitled to \_\_\_\_\_ number of periods of rest of \_\_\_\_\_ minutes. (\_\_\_\_\_ paid \_\_\_\_\_ unpaid)
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 EMPLOYEE at least \_\_\_\_\_ weeks in advance of the proposed date.
7. The EMPLOYEE shall be entitled to \_\_\_\_\_ days of sick leave per year. (\_\_\_\_\_ paid \_\_\_\_\_ unpaid)
8. The EMPLOYEE shall be entitled to all applicable provincial and national statutory and public holidays with pay.
9. The EMPLOYER agrees to pay the EMPLOYEE for his/her work by cheque or by electronic funds transfer to the bank account exclusively in the EMPLOYEE's name (payroll documentation or other proofs of payment must be provided to the Office of Protocol of Canada), a gross salary before deductions for accommodation in the amount of \$\_\_\_\_\_ per hour worked.
10. The EMPLOYER agrees to ensure that the EMPLOYEE opens a bank account within 30 days of his/her arrival in Canada and that the EMPLOYEE has access to this account; it further agrees to provide the Office of Protocol of Canada proof that this has been done.
11. The EMPLOYER agrees to pay the wages on the following basis: \_\_\_\_\_ weekly \_\_\_\_\_ bi-weekly \_\_\_\_\_ monthly. The gross wage for each pay period will be \$\_\_\_\_\_; the wage for each pay period after deduction but before overtime will be \$\_\_\_\_\_.
12. The EMPLOYER agrees to pay the EMPLOYEE for his/her overtime hours at the rate of \$\_\_\_\_\_ per hour, for all overtime hours worked in accordance with the provincial labour/employment standards.
13. The EMPLOYER agrees to regularly review and adjust the EMPLOYEE's wages to ensure they meet or exceed the statutory minimum wage rate requirement in the province where the EMPLOYEE is employed. The EMPLOYER and EMPLOYEE will indicate wage increases by amending no. 9 of this section of the agreement in writing, with the signatures of the EMPLOYER and EMPLOYEE and the date of the amendment.
14. The EMPLOYER agrees to regularly review and adjust the EMPLOYEE's room and board charges to ensure they do not exceed the prevailing room and board rates for domestic workers in the province where the EMPLOYEE is employed.
15. The EMPLOYER agrees to pay the EMPLOYEE's health insurance costs without recouping these costs from the EMPLOYEE through payroll deductions or any other means.

### NOTE

1. **Reminder to EMPLOYERS:** Hourly overtime rates may vary, depending notably on the day of the week and whether it is a national statutory holiday.

## ACCOMMODATION AND OTHER PROVISIONS

1. The EMPLOYER agrees to ensure that decent, reasonable and properly furnished accommodation is available for the EMPLOYEE. Suitable accommodation is housing that is properly heated and ventilated, and otherwise meets municipal building requirements and health requirements set by the province. It consists of a private unit containing living and sleeping facilities, intended for human habitation and requiring no visible or structural repairs.
2. The EMPLOYER agrees that the door of the EMPLOYEE's room, as provided in accordance with item no. 1 above, shall be equipped with a lock and a safety bolt from within the room and the EMPLOYEE will be provided with the corresponding key.
3. The EMPLOYER shall provide the EMPLOYEE with independent access to the residence (for example, house keys, security code) where he/she resides. The EMPLOYER agrees that the EMPLOYEE is free to leave the residence or his/her accommodation outside ordinary working hours.
4. The EMPLOYER agrees to provide the EMPLOYEE with bathroom facilities on a \_\_\_\_\_private or \_\_\_\_\_shared basis.
5. The EMPLOYER agrees to provide the EMPLOYEE with personal cooking and laundry facilities on a \_\_\_\_\_private or \_\_\_\_\_shared basis.
6. The EMPLOYER will recoup the cost of the room at an amount of \$ \_\_\_\_\_on a \_\_\_\_\_weekly \_\_\_\_\_bi-weekly \_\_\_\_\_monthly basis through payroll deductions. The amount must not exceed provincial labour/employment standards.
7. The EMPLOYER will recoup the cost of meals at an amount of \$ \_\_\_\_\_on a \_\_\_\_\_weekly \_\_\_\_\_bi-weekly \_\_\_\_\_monthly basis through payroll deductions only if the meals are provided. The amount must not exceed provincial labour/employment standards.
8. The EMPLOYER shall not recoup from the EMPLOYEE, through payroll deductions or any other means, any fees the EMPLOYER has paid to a third-party recruiter or recruitment agency, or its authorized representative(s), for services related to hiring and retaining the EMPLOYEE.
9. **The EMPLOYER agrees not to confiscate or otherwise take the EMPLOYEE's passport or Protocol identity card or employment contract away from the EMPLOYEE at any time.** Both parties agree to ensure that the EMPLOYEE's travel documents and related accreditation (acceptance and identity card) are valid at all times.
10. The EMPLOYER agrees to pay the EMPLOYEE's transportation costs to and from Canada, without recouping these costs from the EMPLOYEE through payroll deductions or any other means.
11. The EMPLOYER agrees to pay the EMPLOYEE's transportation costs and grant the EMPLOYEE paid leave to attend mandatory outreach sessions with Canadian officials related to the EMPLOYEE's labour rights and protections in Canada.

## NOTICE OF RESIGNATION OR NOTICE OF TERMINATION

### 1. 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 labour/employment standards regarding written notice of resignation.

### 2. Notice of termination of employment

The EMPLOYER must give written notice before terminating this agreement. The parties agree to abide by provincial labour/employment standards regarding written notice of termination of employment, taking into consideration reasonable timelines to arrange for proper transportation and final departure from Canada.

The EMPLOYER agrees to inform, through his/her mission, the Office of Protocol of Foreign Affairs, Trade and Development Canada well in advance of the resignation/termination of the domestic worker. Such notification must contain the details of the arrangements made for the person's departure from Canada and related transportation costs. The EMPLOYEE's identity card must be returned to the Office of Protocol, along with the EMPLOYEE's passport for an adjustment to the official acceptance.

**Any term or condition of this agreement that is less favourable to the EMPLOYEE than the standards set out in the applicable legislation on labour standards or employment standards is null and void, and will be regarded as a breach of Canada's policy on domestic workers.**

## FINAL CLAUSES

### This agreement must be signed by both parties

#### TO BE COMPLETED BY THE EMPLOYEE

I, \_\_\_\_\_, am the EMPLOYEE identified in the present agreement and declare the following:

I understand the requirements, duties, terms and conditions of the offer of employment as outlined in the Household Domestic Worker Employment Agreement and accept them.

I declare that the information I have given in this employment contract is truthful, complete and correct.

I will abide by the terms and conditions of this employment contract and the employment and labour standards in the province of residence.

I have received a copy of the provincial labour/employment standards.

I recognize that neither the Office of Protocol of Canada nor anyone in the Government of Canada is a signatory of this contract or an authority to settle disputes between me and the EMPLOYER.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

#### TO BE COMPLETED BY THE EMPLOYER

I, \_\_\_\_\_, am the EMPLOYER identified in the present agreement and declare the following:

I understand the requirements, duties, terms and conditions of the offer of employment as outlined in the Household Domestic Worker Employment Agreement and accept them.

I declare that this agreement complies with Canadian legislation, including provincial labour standards, and that the information provided in this employment contract is truthful, complete and correct.

I recognize that any term or condition of this agreement that is less favourable to the EMPLOYEE than the standards set out in the applicable legislation on labour standards or employment standards is null and void, and will be regarded as a breach of Canada's policy on domestic workers.

I have taken measures to ensure that the prospective EMPLOYEE is well informed of his/her conditions of employment and of the labour standards in effect.

I have provided the EMPLOYEE with a copy of the provincial labour/employment standards, as well as a copy of the "Accredited Domestic Workers in Diplomatic Households – About Your Rights and Protections" document.

I agree to maintain complete records of employment, including any additional or overtime hours worked, and to provide the EMPLOYEE, and the Office of Protocol of Canada upon request, with accurate records that reflect the employment, salary and allowable deductions.

I recognize that neither the Office of Protocol of Canada nor anyone in the Government of Canada is a signatory of this contract or an authority to settle disputes between me and the EMPLOYEE.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_