



AGREEMENT FOR THE EMPLOYMENT IN CANADA OF SEASONAL

AGRICULTURAL WORKERS FROM MEXICO IN BRITISH COLUMBIA FOR THE YEAR 2005

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 an Agreement 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 agreement for the employment in Canada of seasonal agricultural workers from Mexico is made in duplicate this _____ day of _____ 2005.

I SCOPE AND PERIOD OF EMPLOYMENT

1. The **EMPLOYER** agrees to employ the **WORKER(S)** assigned to him by the Government of the United Mexican States under the Mexican Seasonal Agricultural Workers Program and to accept the terms and conditions hereunder as forming part of the employment Agreement between himself and such referred **WORKER(S)**. The number of **WORKERS** to be employed shall be as set out in the attached clearance order.
2.
 - i) Subject to compliance with the terms and the conditions found in this agreement, the **EMPLOYER** agrees to hire the **WORKER(S)** as _____ for a term of employment of not less than 240 hours in a term of 6 weeks or less, nor longer than 8 months with the expected completion of the period of employment to be the _____ day of _____, 2005 ;
 - ii) in the case of a **TRANSFERRED WORKER**, the term of employment shall consist of a cumulative term of not less than 240 hours.
 - iii) the **EMPLOYER** needs to respect the duration of the employment agreement 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).
3. 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 Skills Development and Labour for harvesting. The worker shall be paid at least the equivalent of \$8.30 per hour for every hour worked harvesting on a piece work basis.

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 \$8.30 per hour, the minimum wage for 2005).
4. The **EMPLOYER** agrees:
 - i) that the average minimum work week shall be 40 hours;
 - ii) that, if circumstances prevent fulfilment of Clause I (4) (i) above, the average weekly income paid to the **WORKER** over the period of employment is as set out in Clause I (4) (i) above at the hourly minimum rate;
 - iii) 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 recover said advance from the **WORKER** prior to the departure of the **WORKER**.
5. **The GOVERNMENT AGENT and both PARTIES agree:**

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.
6. The normal working day is not to exceed 8 hours, but the **EMPLOYER** may request of the **WORKER** and the **WORKER** may agree to extend his/her hours when the urgency of the situation requires it, and where the conditions of employment involves a unit of pay, and such requests shall be in accordance with the customs of the district and the spirit of this program, giving the same rights to Mexican workers as given to Canadian workers.
7. For each six consecutive days of work, the **WORKER** will be entitled to one 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.
8. The **EMPLOYER** will give the **WORKER** a trial period of fourteen actual working days from the date of his 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.

9. An **EMPLOYER** shall, upon requesting the transfer of a **WORKER**, give a trial period of seven actual working days from the date of his arrival at the place of employment. Effective the eighth working day, such a **WORKER** shall be deemed to be an employee of that **EMPLOYER**.
10. The **EMPLOYER** shall provide the **WORKER**, and where requested, the **GOVERNMENT AGENT** with a copy of rules of conduct, safety discipline and care and maintenance of property as the **WORKER** may be required to observe.

II LODGING, MEALS AND REST PERIODS

1. The **EMPLOYER** will:
 - i) Provide suitable accommodation to the **WORKER**. Such accommodation must meet with the approval of the appropriate government authority responsible for health and living conditions in British Columbia. In the absence of such authority, accommodation must meet with the approval of the **GOVERNMENT AGENT**; OR
 - ii) Ensure that reasonable and suitable accommodation is affordably available for the **WORKER** in the community. If the worker's accommodation is not on the farm the employer will pay any costs for transporting the worker to the worksite.
2. Costs related to accommodation will be paid by the **WORKER** at a rate of 5 percent of the **WORKER'S** gross pay from the first day of full employment. The amount paid for accommodation during the **WORKER'S** stay in Canada is not to exceed \$350.00.
3. The **EMPLOYER** will provide reasonable and proper meals for the **WORKER**; OR where the **WORKER** prepares his own meals, will furnish cooking utensils, fuel, and facilities without cost to the **WORKER** and to provide a minimum of thirty minutes for meal breaks.
4. Where the **EMPLOYER** is providing meals to the worker, the **EMPLOYER** will charge the worker a sum not to exceed \$6.50 per day for the cost of meals provided to the **WORKER**.
5. The **EMPLOYER** will provide the **WORKER** with at least two rest periods of 10 minutes duration, one such period to be held mid morning and the other mid afternoon, paid or not paid, in accordance with provincial labour legislation.

III DEDUCTIONS OF WAGES

1. The **EMPLOYER** will deduct from the wages payable to the **WORKER** those employer deductions required to be made under law.
2. The **EMPLOYER** can deduct from the **WORKER'S** wages the actual premiums payable for health insurance as described in s. IV.2(ii) below to a maximum of \$0.48 a day payable to the insurer.

IV INSURANCE FOR OCCUPATIONAL & NON-OCCUPATIONAL INJURY AND DISEASE

1. The **EMPLOYER** agrees to:
 - i) 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**.
 - ii) Report to the **GOVERNMENT AGENT** within 48 hours all injuries sustained by the **WORKER** which require medical attention.
2. The **WORKER** agrees that:
 - i) The **EMPLOYER** shall remit in advance directly to the insurance company engaged by the Government of Mexico the total amount of insurance premium calculated for the stay period in Canada. In the case where the **WORKER** leaves Canada before the employment agreement has expired, the **EMPLOYER** will be entitled to recover any unused portion of the insurance premium from the insurance company.
 - ii) He will report to the **EMPLOYER** and the **GOVERNMENT AGENT**, within 48 hours, all injuries sustained which require medical attention.
3. The coverage for insurance shall include:
 - i) the expenses for non-occupational medical insurance which include accident, sickness, hospitalization and death benefits;
 - ii) any other expenses that might be looked upon under the agreement between the Government of Mexico and the insurance company to be of benefit to the **WORKER**.
4. If the **WORKER** dies during the period of employment, the **EMPLOYER** shall notify the **GOVERNMENT AGENT** and upon receipt of instructions from the **GOVERNMENT AGENT**, either:
 - i) provide suitable burial; or
 - ii) remit to the **GOVERNMENT AGENT** a sum of money which shall represent the costs that the **EMPLOYER** would have incurred under Clause 4 (i) above, in order that such monies be applied towards the costs undertaken by the Government of Mexico in having the **WORKER** returned to his relatives in Mexico.

V MAINTENANCE OF WORK RECORDS AND STATEMENT OF EARNINGS

The **EMPLOYER** agrees to:

Maintain and forward to the **GOVERNMENT AGENT** proper and accurate attendance and pay records.

VI TRAVEL AND RECEPTION ARRANGEMENTS

The **EMPLOYER** agrees to:

1. Pay the cost of two-way air transportation of the **WORKER** for travel from Mexico City to Canada by the most economical means.

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

Notwithstanding the foregoing, where the **WORKER** becomes a transfer worker, within the meaning of clause I (9), the transfer employer is responsible for the return airfare of the **WORKER**.

2. Make arrangements:
 - i) to meet or have his agent meet and transport the **WORKER** from his point of arrival in Canada to his place of employment and, upon termination of his employment to transport the **WORKER** to his place of departure from Canada; and
 - ii) to inform and obtain the consent of the **GOVERNMENT AGENT** to the transportation arrangements required in (i) above.

VII OBLIGATIONS OF THE EMPLOYER

1. The **EMPLOYER** agrees that the **WORKER** shall not be moved to another area of employment or transferred or loaned to another **EMPLOYER** without the consent of the **WORKER** and the prior approval in writing of HUMAN RESOURCES AND SKILLS DEVELOPMENT CANADA and the **GOVERNMENT AGENT**.
2. The **EMPLOYER** agrees and acknowledges 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 HUMAN RESOURCES AND SKILLS DEVELOPMENT CANADA, to perform work for another person or to perform non-agricultural work, is liable on conviction to a penalty up to \$50,000 or two years imprisonment or both. Immigration and Refugee Protection Act S 124(1)(C) and 125.
3. The **EMPLOYER** agrees that **WORKERS** handling chemicals and/or pesticides will be provided with protective clothing at no cost to the **WORKER**, receive appropriate formal or informal training, and supervision where required by law.

VIII OBLIGATIONS OF THE WORKER

The **WORKER** agrees:

1. To work at the place of employment.
2. 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 of him in a workmanlike manner.
3. To obey and comply with all rules set down by the **EMPLOYER** relating to the safety, discipline, and the care and maintenance of property.
4. That he shall not work for any other person without the approval of HUMAN RESOURCES AND SKILLS DEVELOPMENT CANADA, the **GOVERNMENT AGENT** and the **EMPLOYER**, except in situations arising by reason of the **EMPLOYER'S** breach of this agreement and where alternative arrangements for employment are made.
5. To return promptly to Mexico upon completion of his\her authorized work period.
6. The worker agrees to repay to the employer for the work permit processing fee, which the employer has paid to CIC on behalf of the worker. It is agreed that the \$150 amount will be repaid in two equal amounts during the first month of work.

IX MISCELLANEOUS

1. In the event of fire, the **EMPLOYER'S** responsibility for the **WORKER'S** personal clothing shall be limited to 1/3 its replacement cost to a maximum of \$150.00. The government of Mexico shall bear responsibility for the remaining cost of the replacement of the **WORKER'S** clothing.
2. The **WORKER** agrees that any personal information held by the Federal Government of Canada and the Government of the Province in which the work is performed may be released to HUMAN RESOURCES AND SKILLS DEVELOPMENT CANADA, to Citizenship & Immigration Canada to the **GOVERNMENT AGENT**, and to the Insurance Company designated by the **GOVERNMENT AGENT**, so as to facilitate the operation of the Foreign Seasonal Agricultural Workers Program.

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

- i) information held under the Employment Insurance Act, (including the **WORKER'S** Social Insurance Number);

- ii) any health, social service or accident compensation related information held by the government of the province in which the work is performed, including any unique alpha-numerical identifier used by any province;
- iii) Medical and health information and records which may be released to Citizenship & Immigration Canada as well as the Insurance Company designated by the **GOVERNMENT AGENT**.

3. The **EMPLOYER** agrees to allow Human Resources and Skills Development Canada or its designate access to all information and records necessary to ensure contract compliance.
4. This agreement shall be governed by the laws of Canada and of British Columbia. English and Spanish versions of this contract have equal force.
5. 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.
6. The Parties agree that no term or condition of this agreement 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**.

IN WITNESS THEREOF THE PARTIES STATE THAT THEY HAVE READ OR HAD EXPLAINED TO THEM AND AGREED WITH ALL THE TERMS AND CONDITIONS STIPULATED IN THE PRESENT CONTRACT

WORKER'S SIGNATURE _____

WITNESS: _____

EMPLOYER'S SIGNATURE _____

WITNESS: _____

NAME OF EMPLOYER: _____

ADDRESS: _____

CORPORATE NAME: _____

ACCOUNT NUMBER FOR "WORKER'S COMPENSATION BOARD OF BC"

TELEPHONE: _____ FAX NO.: _____

PLACE OF EMPLOYMENT OF WORKER IF DIFFERENT FROM ABOVE:

GOVERNMENT AGENT'S SIGNATURE _____

WITNESS: _____

To enhance readability, the masculine gender is used to refer to both men and women.