

EMPLOYMENT CONTRACT TEMPLATE v. 07-2012

HOUSEHOLD DOMESTIC WORKER EMPLOYMENT AGREEMENT (HDWEA)

EMPLOYER

Surname (family name)	First name (given name)	
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) 1. 2.	Sex 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

Both parties agree that this agreement is conditional on the EMPLOYEE obtaining a temporary resident visa (TRV) pursuant to the *Immigration and Refugee Protection Act* and its Regulations, his/her subsequent entry into Canada, followed by his/her effective installation at the EMPLOYER's residence. The EMPLOYER must notify the Office of Protocol of Foreign Affairs and International Trade Canada of the EMPLOYEE's date of

NOTES:

1. **A domestic worker may not be accompanied by dependants. The minimum age requirement for an accredited domestic worker is 21 years. The Department will cease to afford accreditation to a domestic worker who marries or establishes his/her household or family.**
2. **A domestic worker cannot be a close blood relative of the EMPLOYER. A blood relative means a person having a first-degree relationship with the EMPLOYER and/or the EMPLOYER's spouse and includes grandparents, parents, brothers, sisters, nephews, nieces, sons, daughters and grandchildren.**
3. **A domestic worker must reside in the household/residence of the EMPLOYER and be provided with suitable accommodation.**

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.

ACCOMMODATION AND OTHER PROVISIONS

1. The EMPLOYER agrees to ensure that decent, reasonable and proper accommodation is available for the EMPLOYEE, and shall provide the EMPLOYEE with suitable furnished accommodation. 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 vi

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.

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 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 provided a copy of the provincial labour/employment standards to the EMPLOYEE.

I agree to maintain complete records of employment, income and tax information.

