

Northwest Territories' Nominee Program Sample Employment Contract

Overview

The purpose of this sample employment contract is to define the specifying terms and conditions to serve the needs of both Northwest Territories' Employers and Temporary Foreign Worker Employees. The sample employment contract is an opportunity to inform Temporary Foreign Workers of their rights and responsibilities under the jurisdiction of the Northwest Territories' *Employment Standards Act*. This employment contract offers protection for both the employer and the employee. The sample employment contract contains certain terms and conditions, such as the job description, hours of work, pay rate, statutory holidays, and when overtime is paid.

This employment contract is consistent with the Northwest Territories' *Employment Standards Act*, which establishes minimum employment standards in the Northwest Territories.

The Department of Education, Culture and Employment's Employment Standards office has the authority to intervene in the employer-employee relationship or to enforce the terms and conditions of employment. It is the responsibility of the employer and employee to familiarize themselves with the Northwest Territories' *Employment Standards Act* that applies to them and to look after their own interests.

It is mandatory that the terms and conditions of a positive Labour Market Impact Assessment (formally known as a Labour Market Opinion) are reflective in the contract (for example, hours of employment, and that the job description is consistent with the National Occupation Classification code).

Employers can either complete and sign the sample contract or provide the Nominee Program with another contract which includes all the terms and conditions of this sample contract. A contract must be completed and signed by the employer and employee to be considered valid.

A third-party representative or recruiter cannot be party to or sign the employment contract on behalf of the employer or otherwise.

This employment contract is provided for use in applying to the Northwest Territories' Nominee Program. The Government of the Northwest Territories is not a party to the contract.

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EMPLOYMENT CONTRACT

Employer

Business Name: _____

Location
of Employment: _____

Provide key business contact under last name/first name.

Last Name: _____

First Name: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Employee

Last Name: _____

First Name: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

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The PARTIES agree as follows:

Duration of Contract

1. This contract is for permanent full-time employment, and will commence on:

2. Both parties agree that this contract is conditional upon the Employee obtaining a valid work permit pursuant to the Immigration Regulations, and his/her successful entry to Canada.

Job Description

3. The Employee agrees to carry out the following tasks (provide detailed information).

Work Schedule

4. The Employee shall work _____ hours per day _____ per week. He/she shall be paid overtime for any hours of work exceeding 8 hours per day, and 40 regular hours per week. His/her workday shall begin at _____ and end at _____. If the schedule varies by day, specify hours

5. The EMPLOYEE shall receive a minimum of 30 minutes for an unpaid meal break after 5 consecutive hours of work. Should the EMPLOYEE not have the opportunity to have a break from work, and has to consume his/her meal while working, the EMPLOYEE will be paid for that time.

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6. The EMPLOYEE shall receive a minimum of 1 day of rest each week.
7. The EMPLOYEE shall be entitled to 5 days of unpaid sick leave per year.

Wages and Deductions

8. The EMPLOYER agrees to pay The EMPLOYEE, for his/her work, wages of \$_____ annually, or \$_____ per hour. These shall be paid at intervals of _____ (bi-weekly, semi-monthly, etc.).
9. The EMPLOYER agrees to remit all EMPLOYEE's income deductions to Canada Revenue Agency as prescribed by law (including, but not limited to NWT Payroll Tax, Employment Insurance, Income Tax, Canada Pension Plan or Quebec Pension Plan).
10. The EMPLOYER shall not recoup from the EMPLOYEE, through payroll deductions or any other means, any costs incurred from recruiting the EMPLOYEE.

Vacations and Vacation Pay

11. The EMPLOYEE shall receive a minimum of 2 weeks' vacation leave each year.

Vacation pay shall _____ accrue / _____ be paid on each cheque at a rate of 4% of the EMPLOYEE'S annual wages.

Statutory Holidays and Statutory Holiday Pay

The following days are recognized as Statutory Holidays each year in the Northwest Territories:

- | | |
|------------------|------------------------|
| - New Year's Day | - 1st Monday in August |
| - Good Friday | - Labour Day |
| - Victoria Day | - Thanksgiving Day |

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- National Aboriginal Day
- Remembrance Day
- Canada Day
- Christmas Day

The EMPLOYEE will receive statutory holiday pay for each of the statutory holidays outlined above whether the EMPLOYEE works or not once the EMPLOYEE has worked for the EMPLOYER for 30 days during the year.

If the EMPLOYEE is required to work on a statutory holiday, in addition to receiving statutory holiday pay, the EMPLOYEE will be paid at his/her overtime rate of pay for any hours worked on the statutory holiday or give another day off with pay.

Reviewing Wages

12. If applicable, the EMPLOYER agrees to review and adjust (if necessary) the EMPLOYEE'S wages after 12 months of continuous employment, to ensure they meet the prevailing wage rate for the occupation in the Northwest Territories where the EMPLOYEE shall be employed.

Transportation Costs

(This only applies to those being nominated under the critical impact worker stream with a positive Labour Market Impact Assessment)

Use the appropriate no. 13 clause according to the situation.

13. The EMPLOYER agrees to assume the transportation costs of the round trip travel of the EMPLOYEE between his/her country of permanent residence and place of work in the Northwest Territories, i.e. _____ (specify the country of permanent residence and the place of work in the Northwest Territories, 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 (i.e. the EMPLOYEE pays for the transportation costs on behalf of the employer and is reimbursed at a later date). Under no circumstances are transportation costs recoverable from the EMPLOYEE.

Or

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13. Since 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 EMPLOYER'S location of work in the Northwest Territories, Canada, i.e. _____ (specify the EMPLOYEE'S current address and the place of work in the Northwest Territories) and one-way transportation back to the EMPLOYEE'S country of permanent residence i.e. _____ (specify the EMPLOYEE'S country of permanent residence). It is the EMPLOYER'S obligation and responsibility to pay for the transportation costs and they cannot be passed on to The EMPLOYEE (i.e. employee pays for his/her own transportation on behalf of the EMPLOYER and is reimbursed at a later date). Under no circumstances are transportation costs recoverable from the EMPLOYEE.

Accommodation

14. The EMPLOYER agrees to ensure that reasonable and proper accommodation is available for the EMPLOYEE, and shall provide the EMPLOYEE with suitable accommodation, if necessary. If accommodation is provided, the employer will take the costs of accommodations of the employees pay as indicated below. Such costs shall not be more than is reasonable for accommodations of that type in the employment location.

The EMPLOYER will / _____ will not provide the EMPLOYEE with accommodation. (Place an X beside appropriate box).

If yes, the EMPLOYER will deduct an amount of \$ _____ biweekly or monthly.

Hospital and Medical Care Insurance

15. The EMPLOYER agrees to provide health insurance at no cost to the foreign worker until such time as the worker is eligible for the Northwest Territories Health care, which can be obtained after the workers has resided and worked in the north for three (3) months.

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Workplace Safety Insurance (Worker's Compensation)

16. The EMPLOYER agrees to register The EMPLOYEE under the Workers' Safety and Compensation Commission of the Northwest Territories and Nunavut (WSCC) insurance plan. The EMPLOYER agrees not to deduct money from The EMPLOYEE'S wages for this purpose.

Notice of Resignation

17. Should the EMPLOYEE wish to terminate the present contract, The EMPLOYEE will exercise common courtesy to provide the EMPLOYER with as much written notice as the EMPLOYEE can provide, although the EMPLOYER recognizes the EMPLOYEE is not required to provide notice.

Notice of Termination of Employment

18. The EMPLOYER must give written notice before terminating the contract of The EMPLOYEE if the EMPLOYEE has completed 90 days of uninterrupted service with the EMPLOYER and if the contract is not about to expire. This notice shall be provided at least two weeks in advance or pay two weeks termination pay in lieu of notice.

Contract Subject to the NWT Employment Standards Act and Applicable Collective Agreements

19. The EMPLOYER is obliged to abide by the standards set out in the *NWT Employment Standards Act* and, if applicable, the terms of any collective agreement in place. In particular, The EMPLOYER must abide by the standards with respect to how wages are paid, how overtime is calculated, meal periods, statutory holidays, vacations and vacation pay, and recourse under the terms of the Territorial Employment Standards Act and, if relevant, collective agreement.

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Other Employer Requirements

IN WITNESS WHEREOF the parties state that they have read and accepted all the terms and conditions stipulated in the present contract.

Signed at: _____

The Employer _____

Date _____

The Employee _____

Date _____