

INSTRUCTION SHEET TO ACCOMPANY EMPLOYMENT CONTRACT

A written employment contract helps ensure that the employer and employee understand clearly the terms and conditions of employment.

A contract is a written, detailed job description that also describes the terms and conditions of employment, usually including the minimum and maximum number of hours of work per week and the wage rate for those hours of work. Nothing in the contract should violate provincial/territorial labour legislation, which establishes minimum employment standards such as the minimum wage.

The Government of Canada is not a party to the contract. Human Resources and Skills Development Canada (HRSDC) nor Service Canada has no authority to intervene in the employer/employee relationship or to enforce the terms and conditions of employment. It is the responsibility of each party to the contract to know the laws that apply to them and to look after their own interests.

Employees who are concerned that their rights defined in this contract are not being respected should contact the provincial labour or employment standards office. The contact information for these offices is available at:

[Provincial and Territorial Labour Wepages \(general information\)](#)

or

[Provincial and Territorial Ministries responsible for labour or employment standards](#)

This contract will assist HRSDC/Service Canada officers in forming their labour market opinion, pursuant to their role under the *Immigration and Refugee Protection Act and Regulations*.

<i>Procedure</i>

The employer must sign an employment contract prior to initiating the HRSDC/Service Canada labour market opinion process. A sample contract is below. (Employers may elect to supply their own contracts, the terms of which must include all the provisions outlined in the sample contract. Any additional provisions in the employer's contract must not conflict with the provisions in the sample contract).

Once deemed acceptable to the employee, the employer must forward to the foreign dancer (employee) a signed copy of the contract. The employee must sign the contract also and then present it with other required documents at the mission abroad.

Please note that the employer, and not a third party recruiter, must sign the employment contract. Third party recruiters cannot sign on the employer's behalf. In order for HRSDC/Service Canada to issue a confirmation, the employer must be a party to the contract.

[modified 2010-01]

EMPLOYMENT CONTRACT FOR EXOTIC DANCERS

The Employer: _____

Business Name (if a Business, provide key business contact under Last name/First name):

Last Name: _____ First Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

The Employee: _____

Last Name: _____ First Name: _____

Home Address: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

The PARTIES agree as follows:

DURATION OF CONTRACT

1. This contract shall be from _____ to _____ and have a duration of _____ weeks or _____ months from the date THE EMPLOYEE assumes his/her functions. (This is known as the "TERM OF EMPLOYMENT.") The TERM OF EMPLOYMENT shall not exceed 12 months.
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 only the following tasks which CANNOT INCLUDE (i) performances/acts that involve physical contact between the EMPLOYEE and club patron(s), or (ii) performances/acts that would occur in a private/enclosed area that is not in plain view from the main stage:

[Describe tasks, in detail].

- report for scheduled shifts;

- stage dancing: dance _____ sets of _____ songs per shift at business of Employer, at the address specified in point 4 of WORK SCHEDULE.

WORK SCHEDULE

4. The EMPLOYEE shall work for _____ months at _____ [street address of place of work] in the municipality of _____ in the province of _____.
5. THE EMPLOYEE shall be paid for no less than 30 hours per week at a wage/salary of _____. The employee shall not be required to work more than _____ hours per week. If the EMPLOYER fails to provide at least 30 hours of work in any given week, for reasons other than the illness or other unavailability of the EMPLOYEE, the EMPLOYER shall pay the EMPLOYEE for 30 hours of work. When the EMPLOYER provides 30 hours of work per week and pays the set wages for 30 hours per week, the EMPLOYEE must work those 30 hours at the employer's established place of work.
6. His/her workday shall begin at _____ and end at _____, or, if the schedule varies by day, specify: _____.
7. THE EMPLOYEE shall be entitled to _____ minutes per day of break time (lunch, coffee breaks etc.).
8. THE EMPLOYEE shall be entitled to _____ day(s) off per week, on _____.

9. THE EMPLOYEE shall be entitled to _____ weeks of paid vacation.
10. THE EMPLOYEE shall be entitled to _____ days of sick leave per year.

WAGES AND DEDUCTIONS

11. THE EMPLOYER agrees to pay THE EMPLOYEE, for his/her work, wages of \$_____ per week, or \$_____ per hour. These shall be paid at intervals of _____.
12. THE EMPLOYER agrees to pay all taxes and submit all deductions payable as prescribed by law (including, but not limited to employment insurance, income tax, Canada Pension plan or Quebec Pension Plan).
13. THE EMPLOYER shall not recoup from the EMPLOYEE, through payroll deductions or any other means, any costs incurred in recruiting or retaining the EMPLOYEE. These include, but are not limited to, any amounts payable to a third-party recruiter.
14. THE EMPLOYER shall not recoup from the EMPLOYEE, through payroll deductions of any other means, any fines, penalties or fees (including, but not limited to, late fees, DJ fees, lighting, cleaning the stage, etc.)
15. Tips or gratuities earned by the EMPLOYEE are the property of the EMPLOYEE and in no way constitute payment of wages by the EMPLOYER. The EMPLOYER is not entitled to garnish any tips or gratuities received by the EMPLOYEE.

TRANSPORTATION COSTS

Use the appropriate no. 16 clause according to the situation.

- 16(a) 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 Canada, i.e. _____ (specify the country of permanent residence and the place of work in 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*****

- 16(b) 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 Canada, i.e. _____ (specify the EMPLOYEE'S current Canadian address and the place of work) 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.

- 17 If there is a termination of the employer-employee relationship and the EMPLOYEE is hired by a NEW EMPLOYER who has a neutral or positive Labour Market Opinion under the Temporary Foreign Worker Program, the EMPLOYEE shall release the ORIGINAL EMPLOYER with the obligation of his/her return transportation costs to his/her country of permanent residence. The NEW EMPLOYER is responsible for the EMPLOYEE'S transportation costs to the new location of work in Canada and back to the EMPLOYEE'S country of permanent residence. The EMPLOYER is obliged to and responsible for paying the transportation costs (i.e. the ORIGINAL EMPLOYER pays incoming transportation costs and the NEW EMPLOYER pays for the return transportation costs to the country of permanent residence). These costs 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 foreign workers.

Temporary foreign workers who change jobs must ensure that their work permits are modified accordingly and EMPLOYERS who hire temporary foreign workers already in Canada must apply to HRSDC/Service Canada for a Labour Market Opinion (LMO) and obtain a neutral or positive LMO.

PUBLIC HEALTH CARE INSURANCE COVERAGE

18. The employer agrees to provide health insurance at no cost to the foreign worker until such time as the worker is eligible for applicable provincial health insurance.

WORKPLACE SAFETY INSURANCE (Worker's Compensation)

19. THE EMPLOYER agrees to register the EMPLOYEE under the relevant provincial/territorial workplace safety government insurance plan. These costs are not recoverable by the employer.

NOTICE OF RESIGNATION

20. Should he/she wish to terminate the present contract, THE EMPLOYEE agrees to give THE EMPLOYER written notice thereof at least one week in advance.

NOTICE OF TERMINATION OF EMPLOYMENT

21. THE EMPLOYER must give written notice before terminating the contract of THE EMPLOYEE if this employee has completed 3 months of uninterrupted service with THE EMPLOYER and if the contract is not about to expire. This notice shall be provided at least one week in advance.

CONTRACT SUBJECT TO PROVINCIAL/TERRITORIAL LABOUR AND EMPLOYMENT LEGISLATION AND APPLICABLE COLLECTIVE AGREEMENTS

22. THE EMPLOYER is obliged to abide by the standards set out in the relevant provincial labour 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, annual leave, family leave, benefits and recourse under the terms of the Act and, if relevant, collective agreement. Any terms of this contract of employment less favourable to THE EMPLOYEE than the standards stipulated in the relevant labour standards act is null and void.

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

Signed at: _____ and at: _____

The Employer

The Employee

Date

Date